



Town of
LITCHFIELD
CONNECTICUT

CONTRACT DOCUMENTS
For
ROADWAY RECONSTRUCTION
CAMPVILLE ROAD
PROJECT NO. 0073-0198
FEDERAL AID PROJECT NO. 1073(109)

Denise Raap
First Selectman

Raz Alexe, PE
Director of Public Works

November 19, 2025

Affirmative Action/Equal Opportunity Employer
Minority/Women Business Enterprises are encouraged to apply

CONSULTING ENGINEERS

CARDINAL
ENGINEERING ASSOCIATES

180 Research Parkway
Meriden, Connecticut 06450

**ROADWAY RECONSTRUCTION
CAMPVILLE ROAD
Proj. No. 0073-0198**

**CONTRACT DOCUMENTS
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LEGAL NOTICE INVITATION TO BID

Town of Litchfield

Notice to Contractors:

Sealed bids for the construction of the following project will be received by the Public Works at 101 Russell Street, Litchfield, CT 06759 until Thursday, December 18, 2025 at 10:30 A.M. after which time no further bids will be accepted. NO EXCEPTIONS. The bids will be publicly opened and read at the Public Works Department, 101 Russell Street, Litchfield, CT 06759.

The project will consist of Roadway Reconstruction on Campville Road, commencing near the intersection of Mason Hill Road / Smith Road and proceeding northerly for a distance of 2,285 feet to the intersection with Hopkins Road. The Roadway Reconstruction will involve full-depth reconstruction of the roadway, installation of underdrain and other miscellaneous work.

F.A.P. # 1073(109)
State Project No. 0073-0198
Roadway Reconstruction Campville Road

Contract Goal: 0% Disadvantaged Business Enterprises (DBEs)

It is anticipated that construction shall begin Spring 2026.

The Town of Litchfield (Municipality) hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and that they will not be discriminated against on the grounds of race, color, national origin, or sex.

"Bid Proposal Form", "Schedule of Prices", "Bid Bond", "Non-Collusion Affidavit" and "Bidder's Prequalification approval letter signed by the CTDOT Contracts Manager must be completed and returned with the submitted bid. Failure to properly execute and include any one of these five documents in the bid submission will result in the bid not being read and the subsequent rejection of the bid.

Plans and Specifications for the above project may be examined and/or obtained for a \$75 fee at the Department of Public Works (DPW) or downloaded free of charge from the Town Website starting Thursday, November 20, 2025 after 8:00 A.M. EDT. It shall be each Bidder's responsibility to make inquiry (Town Website or by calling DPW) as to any Addenda issued.

Plans and Specifications for the above project may also be examined and/or obtained at Advanced Reprographics, 50 Corporate Avenue, Plainville, CT 06062, (860) 410-1020 and at Advanced Reprographics website www.advancedrepro.net. Prospective bidders should access the "Planroom" on the website and go to the "Public Jobs" area, no log in information is necessary. Plans and specifications may be picked up at the Advanced Reprographics office. Plans and

specifications may also be ordered by calling the Advanced Reprographics number listed above. Bidders are responsible for all printing costs and shipping costs, as applicable.

Form 819 Standard Specifications and Supplemental Specifications (July 2025 Supplement) may be obtained via the Connecticut Department of Transportation's website:

https://portal.ct.gov/dot/-/media/dot/aec/form_819_july_2025.pdf?rev=38732303868d48c2a7b05fb4667edd16

All Proposals must be on the form furnished by the Town of Litchfield and must be requested for the above-named project.

NOTE: A Surety Company Bond, on the form furnished by the Town, for at least 5 percent of the amount of the bid must accompany each proposal. A certified check will not be accepted. The Town reserves the right to reject any and all bids.

CONTRACTORS that find discrepancies and/or errors in or between plans, specifications, quantities and other matters, must immediately notify DPW c/o Raz Alexe, P.E., Director of Public Works/Town Engineer, 101 Russell Street, Litchfield, CT 06759 or at ralexe@townoflitchfieldct.gov in writing not less than ten days before the scheduled bid opening.

Date: November 19, 2025

Town of Litchfield

INFORMATION TO BIDDERS

1. USE OF SEPARATE BID FORMS

These Contract Documents include a complete set of bidding and agreement forms, which are for the convenience of Bidders and are not to be detached from the Contract Documents, filled out, or executed;

Separate copies of the Bid package are included

2. INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Contractors that find discrepancies and/or errors in or between plans, specifications, quantities and other matters, must immediately notify DPW c/o Raz Alexe, P.E., Director of Public Works/Town Engineer, 101 Russell Street, Litchfield, CT 06759 or at ralexe@townoflitchfield.org in writing not less than ten days before the scheduled bid opening. It shall be each Bidder's responsibility to make inquiry (Town Website or by calling DPW) as to the Addenda issued. All such Addenda shall become part of the Contract and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

3. INSPECTION OF SITE

Each Bidder shall visit the site of the proposed work and fully acquaint itself with the existing conditions there relating to construction and labor and should fully inform itself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize itself with the Drawings, Technical Specifications and all other Contract Documents. The bidders shall also examine all records on file with the Town of Litchfield, "Call Before You Dig" and State Authorities regarding the Project, and the areas within the Project limits, so as to be apprised of all subsurface conditions and other relevant information. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to the failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing and the Town of Litchfield will reject any claim based on the facts regarding which it should have been on notice.

4. ALTERNATE BIDS

No alternate bids will be considered unless alternate bids are specifically requested.

5. BIDS

a.) Each bid must be submitted on the prescribed, separately bound bid forms. All blank spaces must be filled in as noted in ink. Bids must give the prices proposed both in words and figures and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the initials of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.

b.) The Bidder shall sign the bid in the blank space provided for this purpose. If the bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is

made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

Bidders shall furnish with their bids the following:

1. Bid Bond, Certificate as to Corporate Principal and Form of Surety Guaranty
2. Non-Collusion Affidavit of Prime Bidder (including notification of outstanding financial and other obligations to the Town of Litchfield)
3. Statement of Bidder's Qualifications
4. Town of Litchfield Non-Discrimination Certification
5. Town of Litchfield Hold Harmless and Supplemental Agreement
6. Contractor's Wage Certification Form
7. Certificate of Compliance with C.G.S. Section 31-57b
8. Affirmative Action Program Certification

The information required under (1) to (8), inclusive, shall be furnished on the forms included in the separately bound Bid Insert and shall be subject to all requirements of the General Conditions, Special Conditions and the Specifications and Drawings.

c.) The successful Bidder is specifically advised that he/she, and any person, firm or other party to whom it is proposed to award a subcontract under this Contract, must submit a letter regarding compliance with the Equal Employment Opportunity requirements included in this Project. Approval of the contractor/subcontractor award cannot be given by the Owner unless and until the proposed contractor/subcontractor has submitted the certification and/or other evidence that it has fully complied with any reporting requirements to which it is or was subject.

Although the Bidder is not required to attach such certification of compliance to its bid, the Bidder is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delay in contract and subcontract awards.

d.) The Owner will consider informal any bid not prepared and submitted in accordance with the provisions hereof and may, at its option, waive any informalities/irregularities or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

6. **BID GUARANTY**

a.) The bid must be accompanied by a bid guaranty, which shall not be less than specified in the Advertisement for Bids. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bond (at par value) or a bid bond in the form attached.

The bid bond shall be secured by a guaranty or Surety Company authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in said Circular 570. Bids will be considered non-responsive unless accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the Town of Litchfield. Cash deposits will not be accepted. The bid guaranty shall insure the execution of

the Agreement and the furnishing of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

b.) Revised bids submitted before the opening of the bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original bid, must have the bid guaranty adjusted accordingly, otherwise the Bid will not be considered.

c.) Certified checks or bank drafts, or the amount thereof, bid bonds and negotiable U.S. Government bonds of successful Bidders, will be returned as soon as practicable after the opening of the bids.

7. COLLUSIVE AGREEMENT

a.) Each Bidder submitting a bid to the Town of Litchfield for any portion of the work contemplated by the documents on which bidding is based, shall execute, and attach thereto, an affidavit substantially in the form herein provided to the effect that it has not colluded with any other person, firm or corporation in regard to any bid submitted.

b.) Before executing any subcontract, the successful Bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form herein provided in the section SUBCONTRACTS under the General Conditions.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, as noted in the Bid Package, submit on the form furnished for that purpose (a copy of which is included in the Contract Documents), a statement of the Bidder's qualifications, its experience record in constructing the type of improvements embraced in the Contract and its organization and equipment available for the work contemplated; and, when specifically requested by the Town, shall also submit a detailed financial statement. The Town shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the obligations under the Contract and the Bidder shall furnish the Town all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Town that the Bidder is qualified to carry out properly the terms of the Contract.

9. UNIT PRICES

The unit prices for each of the several items in the proposal of each Bidder shall include the pro rata share of overhead, so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all Bidders is called to this provision for, should conditions make it necessary to revise the quantities, increase or decrease thereof may be made without limit and adjustment and compensation shall be made on the basis of the unit prices for such items.

10. CORRECTIONS

Erasures or other changes in the Bids must be noted over the signature of the Bidder.

11. TIME FOR RECEIVING BIDS

a.) Bids received prior to the advertised hour of opening will be kept securely sealed. The

officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered, except that, when a bid arrives in the mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Town that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such bid will be received and considered.

b.) Bidders are cautioned that, while facsimile modification of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misrepresentations, shall make the bid so modified or amended, subject to rejection.

12. OPENING OF BIDS

At the time and place fixed for the opening of bids, the Town will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by a representative.

After the bid opening, the Town or Engineer shall evaluate each submitted bid for conformance to the bid submittal requirements and check each Bid Proposal for errors and agreement between unit prices in numbers and written words.

13. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or facsimile request dispatched by the Bidder and received by the Town of Litchfield in time for the bid opening; provided that the written confirmation of any facsimile withdrawal over the signature of the Bidder shall be placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any Bidder withdrawing their bid in accordance with the foregoing conditions will be returned promptly.

14. AWARD OF CONTRACT; REJECTION OF BIDS

a.) The Contract will be awarded within ninety (90) days after the date of the bid opening to the responsible Bidder submitting the lowest bid complying with the conditions of the Advertisement for Bids. The Bidder to whom the award is made will be notified at the earliest possible date. The Town, however, reserves the right to reject any and all bids or to waive any informality in submitted bid documents whenever such rejection or waiver is in its interest.

b.) The Town reserves the right to consider as unqualified to do the work required by these Contract Documents any Bidder who does not habitually perform with their own forces the major portion of the work involved in construction of the improvements in these Contract Documents.

c.) The ability of any Bidder to obtain a performance bond will not be regarded as the sole test of such Bidder's competency or responsibility.

d.) The Town will not award the Contract to any Contractor who is, at the time of the award, ineligible for such Contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and local laws and regulations.

e.) If the Contract is awarded, it will be awarded by the Town to a responsible Bidder on the basis of the lowest Base Bid. The Contract will require the completion of work in accordance with the Contract Documents.

15. EXECUTION OF AGREEMENT, PERFORMANCE, LABOR AND MATERIAL BOND

a.) Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver, to the Town, the Agreement in the form included in the Contract Documents in such number of copies as the Town shall require.

b.) Having satisfied all conditions of award, as set forth elsewhere in these documents, the successful Bidder shall, within the period specified in Paragraph "a." above, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract Documents and shall bear the same date or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the Town, authorized and qualified to do business in the State of Connecticut and listed in the latest issue of the U.S. Treasury Circular 570 and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.

c.) The failure of the successful Bidder to execute such agreement and to supply the required bonds or submit the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Town grants, based upon reasons determined sufficient by the Town, shall constitute a default and the Bidder's bid bond or guaranty shall be forfeited to the Town of Litchfield as liquidated damages. The Town may either award the Contract to the next lowest responsible Bidder or re-advertise for bids and may charge against the defaulting Bidder the difference between the amount of the bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Town for a refund.

16. NOTICE TO PROCEED

A notice to proceed will be issued by the Town of Litchfield within thirty (30) calendar days after the execution of the Contract by the Town or the deposition of the required bonds and insurance policies, whichever is last.

17. WAGES AND SALARIES

a.) Attention of the Bidders is particularly directed to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the classification of employees.

b.) The rate of pay set forth in the Contract Documents are the minimum to be paid during the life of the contract. It is, therefore, the responsibility of the Bidders to inform themselves as to local labor conditions, such as the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates.

18. EQUAL EMPLOYMENT OPPORTUNITY

Attention of the Bidders is particularly called to the requirements for insuring that employees and applicants for employment are not discriminated against because of their race, creed, color or national origin or physical handicap.

19. TAXES

Bids should not include federal excise or state sales taxes (State Sales Tax exempt under Connecticut General State Statute Sec. 12-412 (1) as the Town is exempt from payment of any such taxes). The Town is also exempt from transportation taxes when goods are consigned to the Town. Tax exemption certificates will be furnished by the Supervisory Auditor-Accounts Payable upon satisfactory proof of delivery to the Town. Shipments should be consigned to the Town in care of the Contractor.

20. ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Town may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

Unless otherwise provided in the Contract Documents:

- a). Materials and equipment under an allowance shall be selected promptly by the Town to avoid delay in the Work;
- b). Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- c). Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the allowances; and
- d). Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

21. TIME FOR COMMENCEMENT AND COMPLETION

The Contractor shall commence work under this Contract within ten (10) days of the date of "Notice to Proceed" issued by the Town of Litchfield and shall fully complete all work stipulated in these Contract Documents within 45 consecutive calendar days thereafter.

TOWN OF LITCHFIELD
CONTRACTOR'S CHECK LIST

PROJECT: ROADWAY RECONSTRUCTION CAMPVILLE ROAD
PROJECT NO. _073-0198

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This checklist is provided for the Bidder's use and shall not be required for submittal.

The following forms shall be submitted in duplicate.

FORM DESCRIPTION

1. BID PROPOSAL PAGES
2. BID BOND
3. CERTIFICATE AS TO CORPORATE PRINCIPAL
4. FORM OF SURETY GUARANTY
5. NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER
6. STATEMENT OF BIDDER'S QUALIFICATIONS
7. TOWN OF LITCHFIELD NON-DISCRIMINATION CERTIFICATION
8. TOWN OF LITCHFIELD HOLD HARMLESS AND SUPPLEMENTAL AGREEMENT
9. CONTRACTOR'S WAGE CERTIFICATION FORM
10. CERTIFICATE OF COMPLIANCE WITH C.G.S. SECTION 31-57B
11. AFFIRMATIVE ACTION PROGRAM CERTIFICATION

BID

TOWN OF LITCHFIELD, CONNECTICUT

**ROADWAY RECONSTRUCTION
CAMPVILLE ROAD
PROJECT NO. 073-0198**

Bid Submitted by:

Company Name	

Street Address	

City, State and Zip Code	

Contact	
()	()
Telephone #	Fax #

Denise Raap
First Selectman
101 Russell Street
Litchfield, Connecticut 06759

Dear Ms. Raap:

The undersigned, having familiarized themselves with the existing conditions of the Project area affecting the cost of the work and with the Contract Documents (which includes Advertisement For Bids, Bid Form, Bid Bond, Instructions to Bidders, Non-Collusion Affidavit, Addenda, General Conditions, Special Conditions, Technical Specifications, Drawings as listed in the Schedule of Drawings and Form of Surety Bond or Bonds as prepared by the Town of Litchfield and on file at the Public Works Office, 101 Russell Street, Litchfield Connecticut 06759, hereby proposes to furnish all machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the work, all in accordance with the above listed Documents and submits, herewith, in conformity with the Project Manual and subsequent addenda, the following bid:

BID PROPOSAL
ROADWAY RECONSTRUCTION
CAMPVILLE ROAD
PROJECT NO. 073-0198
LITCHFIELD, CONNECTICUT

ITEM No			Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
1	0201001	A	CLEARING AND GRUBBING THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
2	0202000	A	EARTH EXCAVATION THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	4070	\$ _____
3	0202100		ROCK EXCAVATION THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	760	\$ _____
4	0202529		CUT BITUMINOUS CONCRETE PAVEMENT THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	120	\$ _____
5	0209001		FORMATION OF SUBGRADE THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	7320	\$ _____
6	0213100		GRANULAR FILL THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	12	\$ _____
7	0219001		SEDIMENTATION CONTROL SYSTEM THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	3540	\$ _____
8	0219011		SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	9	\$ _____
9	0304002		PROCESSED AGGREGATE BASE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	320	\$ _____

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ITEM No			Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
10	0305001		PROCESSED AGGREGATE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	45	\$ _____
11	0406171		HMA S 0.5 THE PRICE PER TON OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1690	\$ _____
12	0406194		JOINT AND CRACK SEALING OF BITUMINOUS CONCRETE PAVEMENT THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	80	\$ _____
13	0406238		NON-TRACKING ASPHALT TACK COAT THE PRICE PER GALLON OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	390	\$ _____
14	0406600		MATERIAL TRANSFER VEHICLE THE PRICE PER TON OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	850	\$ _____
15	0406999	A	ASPHALT ADJUSTMENT COST THE ESTIMATED PRICE OF \$ SIXTEEN THOUSAND, NINE HUNDRED DOLLARS AND NO _____ CENTS (\$ 5,000.00 _____)	EST	\$ 16,900.00
16	0586601		RESET TYPE "C" CATCH BASIN THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	4	\$ _____
17	0586605		RESET TYPE "C" CATCH BASIN DOUBLE GRATE TYPE 2 THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
18	0507006		TYPE "C" CATCH BASIN TOP THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	4	\$ _____

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ROADWAY RECONSTRUCTION
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LITCHFIELD, CONNECTICUT

ITEM No		Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
19	0703010	STANDARD RIPRAP THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	24	\$ _____
20	0703012	MODIFIED RIPRAP THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	88	\$ _____
21	0728016	3" CRUSHED STONE THE PRICE PER CUBIC YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	2	\$ _____
22	0815001	BITUMINOUS CONCRETE LIP CURB THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	2180	\$ _____
23	0910023	R-B TERMINAL SECTION THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	3	\$ _____
24	0910300	METAL BEAM RAIL (R-B MASH0 THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	612	\$ _____
25	0912503	REMOVE METAL BEAM RAIL THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	127	\$ _____
26	0921001	CONCRETE SIDEWALK THE PRICE PER SQUARE FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	50	\$ _____
27	0922501	BITUMINOUS CONCRETE DRIVEWAY THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1030	\$ _____

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CAMPVILLE ROAD
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LITCHFIELD, CONNECTICUT

ITEM No			Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
28	0942001		CALCIUM CHLORIDE FOR DUST CONTROL THE PRICE PER TON OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	4	\$ _____
29	0943001		WATER FOR DUST CONTROL THE PRICE PER MILLION GALLONS OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	570	\$ _____
30	0944000		FURNISHING AND PLACING TOPSOIL THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	2,140	\$ _____
31	0950019		TURF ESTABLISHMENT - LAWN THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	2140	\$ _____
32	0950039		EROSION CONTROL MATTING TYPE D THE PRICE PER SQUARE YARD OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	400	\$ _____
33	0970007		TRAFFICPERSON (UNIFORMED FLAGGER) THE PRICE PER HOUR OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	400	\$ _____
34	0971001	A	MAINTENANCE AND PROTECTION OF TRAFFIC THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
35	0975004		MOBILIZATION AND PROJECT CLOSEOUT THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
36	0976002		BARRICADE WARNING LIGHTS - HIGH INTENSITY THE PRICE PER DAY OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	180	\$ _____

BID PROPOSAL
ROADWAY RECONSTRUCTION
CAMPVILLE ROAD
PROJECT NO. 073-0198
LITCHFIELD, CONNECTICUT

ITEM No			Brief Description: Unit or Lump Sum Bid (in both words and figures)	Est Quantity	Ext. Total in Figures
37	0977001		TRAFFIC CONE THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	24	\$ _____
38	0978002		TRAFFIC DRUM THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	24	\$ _____
39	0980020		CONSTRUCTION SURVEYING THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
40	0981101	A	OPPOSING LANE TRAFFIC DIVIDER THE PRICE PER EACH OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	100	\$ _____
41	1206023		REMOVAL AND RELOCATION OF EXISTING SIGNS THE LUMP SUM PRICE OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	1	\$ _____
42	1210102		4" YELLOW EPOXY RESIN PAVEMENT PARKINGS THE PRICE PER LINEAR FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	4710	\$ _____
43	1210105		EPOXY RESIN PAVEMENT MARKINGS, SYMBOLS AND LEGENDS THE PRICE PER SQUARE FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	80	\$ _____
44	1220027		CONSTRUCTION SIGNS THE PRICE PER SQUARE FOOT OF \$ _____ DOLLARS AND _____ CENTS (\$ _____)	210	\$ _____

TOTAL BID:

DOLLARS

AND

CENTS

\$ (_____)

It is understood and agreed that the written Unit Prices bid for the quantities of work in the various items of work shall control the Contract award and that the quantities noted are approximate (estimated only for use in comparing bids); and that the sum obtained by multiplying the Unit Prices by the estimated quantities and, also, the total of these sums are inserted for the purpose of checking this Bid and for the convenience of the Bidder. The Unit Prices are to be paid for the actual quantities of the several classes of work in the completed work or structures.

Notice to Bidders:

The Bidder's attention is called to Section 9 of the "Instructions to Bidders" regarding the significance of the as-bid unit prices for this Project.

The Bidder understands, by signing this Bid that the Town of Litchfield shall REJECT any bid that has unit prices, which are, in the opinion of the Purchasing Agent, obviously unbalanced. The Bidder is required to calculate the value of the various bid items on the basis of reasonable labor, material, equipment, pro rata profit and pro rata overhead costs to perform the work described in the Contract Documents.

In submitting this Bid, the Bidder understands that the Town of Litchfield reserves the right to reject any and all bids, or to waive any informality in the submitted bid documents.

If written notice of the acceptance of this Bid and any or all of the Alternates is mailed, telegraphed or otherwise delivered to the undersigned within ninety (90) days after the opening of the Bid, or at any time thereafter before the Bid is withdrawn, the undersigned agrees to execute and deliver any Contract in the prescribed form and furnish the required bonds within ten (10) days after the Contract is presented to them for signature.

Bid Bond:

The undersigned herewith submits security equal to five percent (5%) of the Base Bid, the sum of:

_____ Dollars and No Cents

(\$_____)

This security shall be the sole and exclusive property of the Town of Litchfield as liquidated damages to the Town, if the undersigned fails to execute a Contract in conformity with the accompanying forms, after due date notification therefore in the Contract Documents.

Other Conditions:

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person with respect to this Bid, or any other bid, or in the submitting of this Bid.

The Bidder is enclosing a statement of their qualifications and is prepared to submit a financial statement upon request.

The acceptance of subcontractors shall rest with the Town and their decision shall be final.

Addenda:

The bidder hereby acknowledges receipt of the following Addenda. (Include signed copies of addenda with bid submittal)

Addendum Number	Date Received	Signature

Bidder's Official Name and Address:

Company Name: _____

Street Address _____

City, State and Zip Code: _____

Contact: _____

Signature _____ Title _____ Date _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT, we the undersigned,

(Name of Principal)

as PRINCIPAL, and _____

as SURETY are held and firmly bound unto the Town of Litchfield hereinafter called the "Town", in the penal sum of _____ Dollars (\$ _____)

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

THE CONDITIONS OF THE OBLIGATIONS IS SUCH THAT whereas the Principal has submitted the accompanying bid dated _____, 20__ for ROADWAY RECONSTRUCTION CAMPVILLE ROAD.

NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of same or if no period be specified within 180 days after the said opening and shall within the period specified therefore, or, if no period be specified within 10 days after the prescribed forms are presented to him for signature, enter into a written Contract with the Town of Litchfield in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Town of Litchfield the difference between the amount specified in said Bid and the amount for which the Town of Litchfield may procure the required work or supplies or both, if the latter amount be in excess of the former, than the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representative pursuant to authority of the governing body.

For Sole Proprietor

(Seal)

In Presence of:

(Witness Signature)

(Individual Principal)

(Witness Signature)

(Business Address)

For Partnership:

In Presence of:

(Seal)

(Witness Signature)

(Partnership)

By: _____

(Witness Signature)

(Business Address)

For Corporation:

Attest:

(Corporate Principal)

(Business Address)

(Affix
Corporate
Seal)

By: _____

Attest:

(Corporate Surety)

(Business Address)

(Affix
Corporate
Seal)

Countersigned:

By: _____

By: _____

Attorney-in-Fact, State of _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond, that _____ who signed the said bond on behalf of the Principal was then _____ of said Corporation; that I know the signature and the signature thereto is genuine and that said bond was duly signed, sealed and attested to for and in behalf of said Corporation by authority of the governing body.

(Title)

(Corporate
Seal)

(The Surety Company must append statement of their financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company and the power-of-attorney of the surety company's attorney-in-fact, authorized to act within the State of Connecticut).

FORM OF SURETY GUARANTY

(To accompany Bid)

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

(Name of Surety Company)

a corporation organized and existing under the laws of the State of _____
and licensed to do business in the State of Connecticut, certified and agrees, that if Contract for ROADWAY RECONSTRUCTION CAMPVILLE ROAD, is awarded to

_____, the undersigned Corporation will execute the
(Name of Bidder)

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

(Surety)

(To be accompanied by the usual proof of authority of officers of surety company to execute the same).

TOWN OF LITCHFIELD, CONNECTICUT

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/PROPOSER
(including notification of outstanding financial and other obligations to the Town of Litchfield)

State of _____)
County of _____) ss:

_____, being first duly sworn, deposes and says that:

1. He/She is (owner, partner, officer, representative or agent) of _____
_____, the Bidder/Proposer that has submitted the attached Bid/Proposal;
(Bidder/Proposer Name)
2. He/She is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal;
3. Such Bid/Proposal is genuine and is not a Collusive or Sham Bid/Proposal;
4. Neither the said Bidder/Proposer, nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder/proposer, firm or person to submit a collusive or sham Bid/Proposal in connection with the Contract for which the attached Bid/Proposal has been submitted or to refrain from bidding/proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder/proposer, firm or person to fix the price or prices in the attached Bid/Proposal of any other bidder, or to fix any overhead, profit or cost element of the bid/proposal prices or the Bid/Proposal price of any other bidder/proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Litchfield or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees or parties in interest, including this affiant; and
6. That no officer or employee or person whose salary is payable in whole or in part from the Town Treasury is directly or indirectly interested in the Bid/Proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

7. **Check one:**

_____ That neither this Bidder/Proposer, nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has outstanding financial or other obligations to the Town of Litchfield nor are they a party to any entity which has any such obligations.

_____ There are such outstanding obligations. (List all obligations on a separate sheet, indicate the nature of the obligation and the parties involved.)

8. That neither this Bidder/Proposer nor any owner, partner, officer, representative, agent or affiliate of this Bidder/Proposer, has failed to file a list of taxable personal property with the Town of Litchfield as required by State law.

9. **Listing of owners, partners, officers, representatives, agents and/or affiliates**

Name	Title	Affiliated Company (if none, state NONE)
1.		
2.		
3.		
4.		
5.		
6.		
7.		

(Use additional sheet if necessary - must be on company letterhead and notarized)

(Signed) _____

(Title) _____

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

_____ Title _____

My Commission Expires: _____

NOTE: THIS FORM MUST BE NOTARIZED

TO BE COMPLETED BY ORIGINATING DEPARTMENT

BID/PROPOSAL/AGREEMENT TITLE:	
DEPARTMENT:	
RETURN FORM TO:	
ADDRESS:	
ADDRESS:	

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder with the Bid)

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

1. Name of Bidder: _____
2. Bidder's Tax Identification Number: _____
3. Permanent Main Office Address: _____
4. When Organized: _____
5. If a Corporation, where incorporated: _____ Date of Incorporation: _____
6. If other than a Corporation or Partnership, describe Organization and name Principals: _____

7. Number of years engaged in construction under present firm or trade name: _____ Number of years as General Contractor: _____
8. Contracts on hand:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Engr.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Percent Complete</u>	<u>Scheduled Completion</u>
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
9. General character of work performed by your firm: _____

10. Percent of work normally performed with your own forces:

<u>Trade</u>	<u>Percent</u>	<u>Trade</u>	<u>Percent</u>	<u>Trade</u>	<u>Percent</u>

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

12. Have you ever defaulted on a Contract? If so, where and why:

13. List the more important contracts completed by you within the past 5 years:

<u>Project Name</u>	<u>Owner</u>	<u>Arch/Eng.</u>	<u>Contract Amount</u>	<u>Contract Date</u>	<u>Date Completed</u>

14. List major equipment available for this Contract:

15. Experience in work similar in importance to this project:

16. Background and experience of the principal members of your organization, including the officers:

<u>Individual's Name</u>	<u>Construction Experience/Yrs.</u>	<u>Present Position Years Experience</u>	<u>Previous Position Responsibility</u>	<u>Years Experience</u>
--------------------------	---	--	---	-------------------------

17. Name and background of superintendent who will have principal on-site responsibility for this project:

<u>Individual's Name</u>	<u>Similar Project Experience</u>	<u>Dollar Value</u>	<u>Responsibility</u>

18. List States and Categories in which your Organization is legally qualified to do business:

19. Give bank and trade references:

<u>Bank</u>	<u>Trade</u>

20. Name of Bonding and Insurance Companies and Names and Addresses of Agents:

21. Upon request by the Owner, the undersigned agrees to furnish, if being considered for award of Contract for the Project upon which a Bid Proposal has been submitted, within 48 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet, which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits and materials and

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prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities and capital (capital stock, authorized and outstanding shares par values, earned surplus).

22. The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the Town of Litchfield in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at _____ this _____ day of _____, 20 _____

(Name of Bidder)

By: _____ Title: _____

State of _____) ss.

County of _____)

_____, being duly sworn, deposes and says that he/she is _____

of _____ and that he/she answers to the foregoing questions and all statements therein are true and correct.

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

Notary Public
My Commission Expires:



TOWN OF LITCHFIELD

NONDISCRIMINATION CERTIFICATION

Representation by Entity

Written representation that complies with the nondiscrimination agreements and warranties under the Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Instructions:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the Town of Litchfield, regardless of contract value. Submit to the awarding agency prior to contract execution.

Representation of an Entity:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

An entity duly formed and existing under the laws of _____
Name State of Commonwealth

Represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____ has a
Name of Entity Name of Entity

Policy in place that complies with the nondiscrimination and agreements and warranties of Connecticut General Statutes ss/ss 4a-60(a)(1) and 4a-60a(a)(1) as amended.

Authorized Signatory

Date

Printed Name

HOLD HARMLESS AGREEMENT

The Contractor named below agrees that it will indemnify and hold harmless the Town of Litchfield and its respective officers, agents and employees from any loss, costs, damages, expenses, judgements and liability whatsoever kind or nature howsoever the same may be caused resulting directly or indirectly by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable resulting in bodily injury including sickness and death, personal injury or damage to property directly or indirectly, including the loss resulting therefrom as permitted by law, unless and to the extent caused by the Town of Litchfield's negligence or its willful acts.

SUPPLEMENTAL AGREEMENT

The Contractor named below is an independent contractor and neither the Contractor nor its employees nor the Contractor's subcontractors under any circumstances, will be considered servants or agents of the Town of Litchfield and the Town will be at no time legally responsible for any negligence or wrong doing by the Contractor, its servants or agents or the Contractor's subcontractors. The Town will not withhold from the contract payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. The lump sum or unit charges for the services provided does not represent gross wages and further the Town will not provide the Contractor any insurance coverage or other benefits including Workers' Compensation, normally provided by the Town for its employees.

STATE OF CONNECTICUT)
) SS:
COUNTY OF)

Signed: _____

Print Name: _____

Title:

Company: _____

Address; _____

Subscribed and sworn to before me on

this _____ day of _____, 20_____

Notary Public

**STATE OF CONNECTICUT
LABOR DEPARTMENT**

REGULATION OF WAGES DIVISION

CONTRACTOR'S WAGE CERTIFICATION FORM

I, _____ of
(Officer, Owner, Authorized Rep. Company Name)

Do hereby certify that the firm of

Company Name

and all of its subcontractors will pay all workmen on the:

ROADWAY RECONSTRUCTION
CAMPVILLE ROAD

Project Name and Address

The wages as listed in the schedule of prevailing rates required for such Project (a copy of which is attached hereto).

(Signature) (Date)

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

Notary Public

My Commission Expires: _____

AFFIRMATIVE ACTION PROGRAM CERTIFICATION

CITY/TOWN OF: Litchfield

FIRM NAME: _____

ADDRESS: _____

DESCRIPTION OF PROJECT: Roadway Reconstruction

Campville Road

Proj. # 0073-0198, F.A.P. 1073 (109)

BID AMOUNT: \$ _____

DATE: _____

I (Name of Person) _____

of the (Name of Firm) _____

intend to honor our Affirmative Action Program on file with the Connecticut Department of Transportation, Office of Contract Compliance. I further certify that our Affirmative Action Program is current and that the last approval was on _____, 20 ____ and it expires on _____, 20 ____.

SIGNED BY: _____

TITLE: _____

EEO OFFICER

Construction Contracts - Required Contract Provisions (FHWA and State Funded Contracts)

Index

1. Federal Highway Administration (FHWA) Form 1273 (Revised October 2023)
2. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements
3. Requirements of Title 49, CFR, Part 26, Participation by DBEs
4. Contract Wage Rates
5. Americans with Disabilities Act of 1990, as Amended
6. Connecticut Statutory Labor Requirements
 - a. Construction, Alteration or Repair of Public Works Projects; Wage Rates
 - b. Debarment List - Limitation on Awarding Contracts
 - c. Construction Safety and Health Course
 - d. Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited
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7. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)
8. Executive Orders (State of CT)
9. Non-Discrimination Requirement and Certification
(pursuant to section 4a-60 and 4a- 60a of the Connecticut General Statutes, as revised)
10. Whistleblower Provision
11. Connecticut Freedom of Information Act
 - a. Disclosure of Records
 - b. Confidential Information
12. Service of Process
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Index of Exhibits

- EXHIBIT A - FHWA Form 1273 (Begins on page 17)
EXHIBIT B - Title VI Contractor Assurances (page 31)
EXHIBIT C - Health Insurance Portability and Accountability Act of 1996 (HIPAA) (page 33)
EXHIBIT D - Affirmative Action Policy Statement (page 41)
EXHIBIT E - State Wage Rates & Other Related Information (Attached at the end)
EXHIBIT F – Federal Wage Rates (Attached at the end)

1. Federal Highway Administration (FHWA) Form 1273

The Contractor shall comply with the Federal Highway Administration (FHWA), Form 1273 attached at Exhibit A, as revised, which is hereby made part of this contract. The Contractor shall also require its subcontractors to comply with the FHWA – Form 1273 and include the FHWA – Form 1273 as an attachment to all subcontracts and purchase orders.

2. Title VI of the Civil Rights Act of 1964 / Nondiscrimination Requirements

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances attached hereto at Exhibit B, all of which are hereby made a part of this Contract.

3. Requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by DBEs, as may be revised.

Pursuant to 49 CFR 26.13, the following paragraph is part of this Contract and shall be included in each subcontract the Contractor enters into with a subcontractor:

“The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, Participation by DBEs, in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as ConnDOT (recipient) deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments, (2) Assessing sanctions, (3) Liquidated damages; and/or, (4) Disqualifying the contractor from future bidding as non-responsible.”

4. Contract Wage Rates

The Contractor shall comply with:

The Federal and State wage rate requirements indicated in Exhibits F and G hereof, as revised, are hereby made part of this Contract. The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website (<http://www.wdol.gov/dba.aspx>) as may be revised 10 days prior to bid opening. These applicable Federal wage rates will be physically incorporated in the final contract document executed by both parties. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents, prior to the bid opening date. During the bid advertisement period, bidders are responsible for obtaining the appropriate Federal wage rates from the US Department of Labor website.

To obtain the latest Federal wage rates go to the US Department of Labor website (link above). Under Davis-Bacon Act, choose “Selecting DBA WDs” and follow the instruction to search the latest wage rates for the State, County and Construction Type. Refer to the Notice to Contractor (NTC) - Federal Wage Determinations (Davis Bacon Act).

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

Prevailing Wages for Work on State Highways; Annual Adjustments. With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by Section 1.05.12 (Payrolls) of the State of Connecticut, Department of Transportation's Standard Specification for Roads, Bridges and Incidental Construction (FORM 819), as may be revised, every Contractor or subcontractor performing project work on a Federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

5. Americans with Disabilities Act of 1990, as Amended

This provision applies to those Contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), (Act), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

6. Connecticut Statutory Labor Requirements

(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates. The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

(b) Debarment List. Limitation on Awarding Contracts. The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

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

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

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

(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited.

The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

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

7. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at www.ct.gov/DRS to download and print Connecticut tax forms; or **Telephone:** Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

8. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, “Enactments”) shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency’s authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

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

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

- vi. "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and
- x. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons,

intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and

(5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State, and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

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

10. Whistleblower Provision

The following clause is applicable if the Contract has a value of Five Million Dollars (\$5,000,000) or more.

Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

11. Connecticut Freedom of Information Act

(a) **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

(b) **Confidential Information.** The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives from the Contractor. However, all materials associated with the Contract are subject to the terms of the FOIA and all corresponding rules, regulations and

interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract conflicts or is in any way inconsistent with this section, this section controls and shall apply, and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking the documentation as "CONFIDENTIAL," DOT will first review the Contractor's claim for consistency with the FOIA (that is, review that the documentation is actually a trade secret or commercial or financial information and not required by statute), and if determined to be consistent, will endeavor to keep such information confidential to the extent permitted by law. See, *e.g.*, Conn. Gen. Stat. §1-210(b)(5) (A-B). The State, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. Should the State withhold such documentation from a Freedom of Information requester and a complaint be brought to the Freedom of Information Commission, the Contractor shall have the burden of cooperating with DOT in defense of that action and in terms of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the State have any liability for the disclosure of any documents or information in its possession which the State believes are required to be disclosed pursuant to the FOIA or other law.

12. Service of Process

The Contractor, if not a resident of the State of Connecticut, or, in the case of a partnership, the partners, if not residents, hereby appoints the Secretary of State of the State of Connecticut, and his successors in office, as agent for service of process for any action arising out of or as a result of this Contract; such appointment to be in effect throughout the life of this Contract and six (6) years thereafter.

13. Substitution of Securities for Retainages on State Contracts and Subcontracts

This Contract is subject to the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised.

14. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The Contractor shall comply, if applicable, with the Health Insurance Portability and Accountability Act of 1996 and, pursuant thereto, the provisions attached at Exhibit D, and hereby made part of this Contract.

15. Forum and Choice of Law

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

16. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

17. Audit and Inspection of Plants, Places of Business and Records

- (a)** The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract. For the purposes of this Section, "Contractor Parties" means the Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (b)** The Contractor shall maintain and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (e) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct, and the Contractor shall cooperate with an exit conference.
- (f) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

18. Campaign Contribution Restriction

Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

19. Tangible Personal Property

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- (b) For purposes of this section of the Contract, the word “Affiliate” means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State’s contracting authority, such information as the State may require to ensure, in the State’s sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

20. Bid Rigging and/or Fraud – Notice to Contractor

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free “HOT LINE” telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The “HOT LINE” telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially, and anonymity respected.

21. Consulting Agreement Representation

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of

(A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

 Consultant's Name and Title

 Name of Firm (if applicable)

 Start Date

 End Date

 Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

☐ NO If YES: _____

Name of Former State Agency

Termination Date of Employment

22. Cargo Preference Act Requirements (46 CFR 381.7(a)-(b)) – Use of United States Flag Vessels

The Contractor agrees to comply with the following:

(a) *Agreement Clauses.*

- (1) Pursuant to Pub. L. 664 ([43 U.S.C. 1241\(b\)](#)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) *Contractor and Subcontractor Clauses.* The contractor agrees—

- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean

bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

23. Sovereign Immunity

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

24. Large State Contract Representation for Contractor

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

25. Large State Contract Representation for Official or Employee of State Agency

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

26. Iran Investment Energy Certification

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section.

A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

27. Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

28. Affirmative Action Policy Statement

The Contractor shall comply with the Affirmative Action Policy Statement, as applicable, attached at Exhibit E and hereby made part of this Contract.

29. Compliance with Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

EXHIBIT A

FHWA-1273 – Revised October 23, 2023

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants /

Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its repurchase costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT B
TITLE VI CONTRACTOR ASSURANCES
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Nondiscrimination in Federally assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

TITLE VI CONTRACTOR ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) ("*... which restore[d] the broad scope of coverage and to clarify the application of Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 --12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

EXHIBIT C

Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter the “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (hereinafter the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions

- (1) "Breach shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1))
 - (2) "Business Associate" shall mean the Contractor.
 - (3) "Covered Entity" shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5))
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
 - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in section 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).
- (h) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated

thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not, directly or indirectly, receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
 - A. The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. 17932(b) and the provisions of this Section of the Contract.
 - B. Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - C. The Business Associate agrees to include in the notification to the Covered Entity at least the following information:

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and; if so, include contact information for said official.
- D. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- E. Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notification's requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (i) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by

Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(2) Specific Use and Disclosure Provisions

(A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination
 - (A) Except as provided in (1)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.
- (m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

EXHIBIT D

AFFIRMATIVE ACTION POLICY STATEMENT (October 2023)

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre-apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

Dissemination of Policy:

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

Recruitment:

When advertising for employees, the firm will include in all advertisements the notation; "An Affirmative Action/Equal Opportunity Employer." All such advertisements will be placed in

publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
3. The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take correction action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm’s Affirmative Action Program rests with the Chief Executive Officer of this firm.

EXHIBIT E

(Federal wage rate package will be inserted at the end after State wages for the final executed contract only. Refer to NTC – Federal Wage Determinations)

EXHIBIT F

State Wages and Other Related Information

Please refer to the Department of Labor website for the latest updates, annual adjusted wage rate increases, certified payroll forms and applicable statutes.

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

Prevailing Wage Law Poster Language

**THIS IS A PUBLIC WORKS PROJECT Covered by the
PREVAILING WAGE LAW CT General Statutes Section 31-53 If**

you have QUESTIONS regarding your wages CALL (860) 263-6790

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE (applicable to public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;

(6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in non-compliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

November 29, 2006

Notice

To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years, the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut, but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007, the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION**

**CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor**

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

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

Notary Public

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

Rate Schedule Issued (Date): _____

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

☐ **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

☐ **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

☐ **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

☐ **BRICKLAYERS. CEMENT MASONS. CEMENT FINISHERS. MARBLE MASONS. PLASTERERS. STONE MASONS. PLASTERERS. STONE MASONS. TERRAZZO WORKERS. TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

☐ **CARPENTERS. MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS. DOCK BUILDERS. DIKERS. DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in

other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

☐ **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

☐ **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

☐ **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. *License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

☐ **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. *License required by Connecticut General Statutes: R-1, 2, 5, 6.

☐ **FORKLIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

☐ **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior

walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

□ **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

□ **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

□ **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

□ **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic artwork and drywall hhg for any and all types of building and residential work.

□ **LEAD PAINT REMOVAL**

- Painter's Rate 1. Removal of lead paint from bridges. 2. Removal of lead paint as preparation of any surface to be repainted. 3. Where removal is on a Demolition project prior to reconstruction. • Laborer's Rate 1. Removal of lead paint from any surface NOT to be repainted. 2. Where removal is on a TOTAL Demolition project only.

□ **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ***License required per Connecticut General Statutes: P-1,2,6,7,8,9 J1,2,3,4 SP-1,2 S-**

1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.

☐ POWER EQUIPMENT OPERATORS

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment.

***License required, crane operators only, per Connecticut General Statutes.**

☐ ROOFERS

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (Demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be re-laid.)

☐ SHEETMETAL WORKERS

Fabricate, assembles, installs and repairs sheet metal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, Sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sunshades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

☐ SPRINKLER FITTERS

Installation, alteration, maintenance and repair of fire protection sprinkler systems. ***License required per Connecticut General Statutes: F-1, 2, 3, 4.**

☐ TILE MARBLE AND TERRAZZO FINISHERS

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

☐ TRUCK DRIVERS

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the

actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ***License required, drivers only, per Connecticut General Statutes.**

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

□ Any questions regarding the proper classification should be directed to:

**Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.**

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

□ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London and
Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

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

Laborers (Tunnel Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building
Construction)

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

Rev. 7/1/19

SEE BELOW FOR STATE WAGE RATES

EXHIBIT E

INSERT FEDERAL WAGES HERE
EXHIBIT F

Heavy Rates

County	Town	Classification	Hourly	Hourly
Litchfield	Litchfield	1) Boilermaker	\$48.21	30.01
Litchfield	Litchfield	1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$43.14	34.74
Litchfield	Litchfield	2) Carpenters, Piledrivermen	\$42.03	29.19
Litchfield	Litchfield	2a) Diver Tenders	\$42.03	29.19
Litchfield	Litchfield	2b) Divers Effluent	\$67.52	29.19
Litchfield	Litchfield	3) Divers	\$50.49	29.19
Litchfield	Litchfield	03a) Millwrights	\$43.25	29.13

As of: July 1, 2025

Heavy Rates

County	Town	Classification	Hourly	Hourly
Litchfield	Litchfield	03b) Carpenter-Welder	\$42.53	29.19
Litchfield	Litchfield	03c) Carpenter: Working with creosote lumber or acid	\$43.03	29.19
Litchfield	Litchfield	4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$59.70	26.65
Litchfield	Litchfield	4a) Painters: Brush and Roller	\$39.57	26.50
Litchfield	Litchfield	4bc) Painters: Spray Helper	\$40.57	26.50
Litchfield	Litchfield	4c) Painters: Steel Only	\$41.57	26.50
Litchfield	Litchfield	4d) Painters: Blast	\$44.57	26.50
Litchfield	Litchfield	4de) Painter: Blast Helper	\$40.57	26.50
Litchfield	Litchfield	4e) Painters: Tanks, Tower and Swingstage etc.	\$41.57	26.50
Litchfield	Litchfield	4f) Elevated Tanks (60 feet and above)	\$48.57	26.50
Litchfield	Litchfield	5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	\$47.40	35.32+3% of gross wage
Litchfield	Litchfield	6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$45.25	43.62 + a
Litchfield	Litchfield	7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	\$50.58	36.30
Litchfield	Litchfield	----LABORERS---- -		
Litchfield	Litchfield	8) Group 1: General Laborers and concrete specialist	\$35.70	28.85
Litchfield	Litchfield	8) Group 1a: Acetylene Burners (Hours worked with a torch)	\$36.70	28.85
Litchfield	Litchfield	9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	\$35.95	28.85
Litchfield	Litchfield	10) Group 3: Pipelayers	\$36.20	28.85
Litchfield	Litchfield	11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	\$36.20	28.85
Litchfield	Litchfield	12) Group 5: Toxic waste removal (non-mechanical systems)	\$37.70	28.85
Litchfield	Litchfield	13) Group 6: Blasters	\$37.45	28.85
Litchfield	Litchfield	Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	\$38.70	28.85
Litchfield	Litchfield	Group 8: Traffic control signalmen	\$21.42	28.85
Litchfield	Litchfield	Group 9: Hydraulic Drills	\$36.45	28.85
Litchfield	Litchfield	Group 10: Toxic Waste Removers A or B With PPE	\$38.70	28.85
Litchfield	Litchfield	----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----		
Litchfield	Litchfield	13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield &	\$37.93	28.85 + a

As of: July 1, 2025

Heavy Rates

County	Town	Classification	Hourly	Hourly
		Erector, Arm Operator, Cable Tenders		
Litchfield	Litchfield	13b) Brakemen, Trackmen, Miners' Helpers and all other men	\$36.96	28.85 + a
Litchfield	Litchfield	----CLEANING, CONCRETE AND CAULKING TUNNEL----		
Litchfield	Litchfield	14) Concrete Workers, Form Movers, and Strippers	\$36.96	28.85 + a
Litchfield	Litchfield	15) Form Erectors	\$37.29	28.85 + a
Litchfield	Litchfield	----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----		
Litchfield	Litchfield	16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers, Miners Helpers	\$36.96	28.85 + a
Litchfield	Litchfield	17) Laborers Topside, Cage Tenders, Bellman	\$36.85	28.85 + a
Litchfield	Litchfield	18) Miners	\$37.93	28.85 + a
Litchfield	Litchfield	----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----		
Litchfield	Litchfield	18a) Blaster	\$44.42	28.85 + a
Litchfield	Litchfield	19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$44.22	28.85 + a
Litchfield	Litchfield	20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$42.24	28.85 + a
Litchfield	Litchfield	21) Mucking Machine Operator, Grout Boss, Track Boss	\$45.01	28.85 + a
Litchfield	Litchfield	----TRUCK DRIVERS----(*see note below)		
Litchfield	Litchfield	Block Truck	\$37.48	32.68 + a
Litchfield	Litchfield	2 Axle	\$36.16	32.68 + a
Litchfield	Litchfield	Helpers	\$34.66	32.68 + a
Litchfield	Litchfield	Three Axle Trucks; Two Axle Mixer	\$36.27	32.68 + a
Litchfield	Litchfield	Three Axle Mixer	\$36.33	32.68 + a
Litchfield	Litchfield	Four Axle Trucks	\$36.39	32.68 + a
Litchfield	Litchfield	Four Axle Mixer	\$37.19	32.68 + a
Litchfield	Litchfield	5 Axle	\$36.39	32.68 + a
Litchfield	Litchfield	5 Axle Mixer	\$37.19	32.68 + a
Litchfield	Litchfield	Heavy Duty Trailer (40 tons and over)	\$38.66	32.68 + a
Litchfield	Litchfield	Heavy Duty Trailer (up to 40 tons)	\$37.39	32.68 + a
Litchfield	Litchfield	Snorkle Truck	\$36.54	32.68 + a
Litchfield	Litchfield	Swivel Dump and Tack Truck	\$36.39	32.68 + a

As of: July 1, 2025

Heavy Rates

County	Town	Classification	Hourly	Hourly
Litchfield	Litchfield	Euclids and Semi Trailer	\$36.44	32.68 + a
Litchfield	Litchfield	----POWER EQUIPMENT OPERATORS----		
Litchfield	Litchfield	Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over). (Trade License Required)	\$58.19	29.80 + a
Litchfield	Litchfield	Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and over.	\$53.33	29.80 + a
Litchfield	Litchfield	Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	\$57.78	29.80 + a
Litchfield	Litchfield	Group 2a: Cranes (under 100 ton rated capacity).	\$56.79	29.80 + a
Litchfield	Litchfield	Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer).	\$52.92	29.80 + a
Litchfield	Litchfield	Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	\$51.92	29.80 + a
Litchfield	Litchfield	Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper).	\$51.42	29.80 + a
Litchfield	Litchfield	Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" mandrel)	\$50.63	29.80 + a
Litchfield	Litchfield	Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$50.63	29.80 + a
Litchfield	Litchfield	Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$50.22	29.80 + a
Litchfield	Litchfield	Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrel)	\$49.77	29.80 + a
Litchfield	Litchfield	Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	\$49.25	29.80 + a
Litchfield	Litchfield	Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder), Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	\$48.67	29.80 + a
Litchfield	Litchfield	Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	\$45.96	29.80 + a
Litchfield	Litchfield	Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	\$45.96	29.80 + a
Litchfield	Litchfield	Group 12: Wellpoint Operator.	\$45.87	29.80 + a
Litchfield	Litchfield	Group 13: Compressor Battery Operator.	\$45.12	29.80 + a
Litchfield	Litchfield	Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	\$43.60	29.80 + a
Litchfield	Litchfield	Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$43.06	29.80 + a
Litchfield	Litchfield	Group 16: Maintenance Engineer.	\$42.20	29.80 + a
Litchfield	Litchfield	Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator., Portable Grout Plant Operator, Portable Water Filtration Plant Operator.	\$47.91	29.80 + a
Litchfield	Litchfield	Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$44.70	29.80 + a

As of: July 1, 2025

Heavy Rates

County	Town	Classification	Hourly	Hourly
Litchfield	Litchfield	Surveyor: Chief of Party	\$48.16	29.80 + a
Litchfield	Litchfield	Surveyor: Assistant Chief of Party	\$44.41	29.80 + a
Litchfield	Litchfield	Surveyor: Instrument Man	\$42.73	29.80 + a
Litchfield	Litchfield	Surveyor: Rodman or Chairman	\$36.78	29.80 + a
Litchfield	Litchfield	**NOTE: SEE BELOW		
Litchfield	Litchfield	----LINE CONSTRUCTION----(Railroad Construction and Maintenance)---		
Litchfield	Litchfield	-		
Litchfield	Litchfield	20) Lineman, Cable Splicer, Technician	\$57.60	32.85
Litchfield	Litchfield	21) Heavy Equipment Operator	\$51.84	29.95
Litchfield	Litchfield	22) Equipment Operator, Tractor Trailer Driver, Material Men	\$48.96	29.01
Litchfield	Litchfield	23) Driver Groundmen	\$43.20	26.84
Litchfield	Litchfield	23a) Groundman Experienced	\$31.68	13.91
Litchfield	Litchfield	----OUTSIDE LINE CONSTRUCTION----		
Litchfield	Litchfield	24) Driver Groundmen	\$42.09	26.84
Litchfield	Litchfield	25) Groundmen	\$30.87	13.91
Litchfield	Litchfield	26) Heavy Equipment Operators	\$50.51	29.95
Litchfield	Litchfield	27) Linemen, Cable Splicers, Dynamite Men	\$56.12	32.85
Litchfield	Litchfield	28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$47.70	29.01
Litchfield	Litchfield	29) Technician	\$56.12	32.85
Litchfield	Litchfield	----COMMUNICATION----		
Litchfield	Litchfield	Sales & Service Technician: To include but not limited to: Installation, Repair, Splicing and Maintenance	\$48.84	18.07
Litchfield	Litchfield	----DREDGING----		
Litchfield	Litchfield	Class A1: Mechanical Dredge Operator	\$45.26	17.22+a+b
Litchfield	Litchfield	Class B1: Maintenance Engineer	\$39.14	16.78+a+b
Litchfield	Litchfield	Class C1: Mate/Welder	\$35.83	16.54+a+b
Litchfield	Litchfield	Class D: Deckhand	\$28.81	16.03+a+b

As of: July 1, 2025

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Dredging (Heavy)

- a. Paid Holidays: New Year’s Day, Martin Luther King, Jr.’s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day and Christmas Day.
- b. Vacation: Eight Percent (8%) of the straight time rate, multiplied by the total hours worked.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

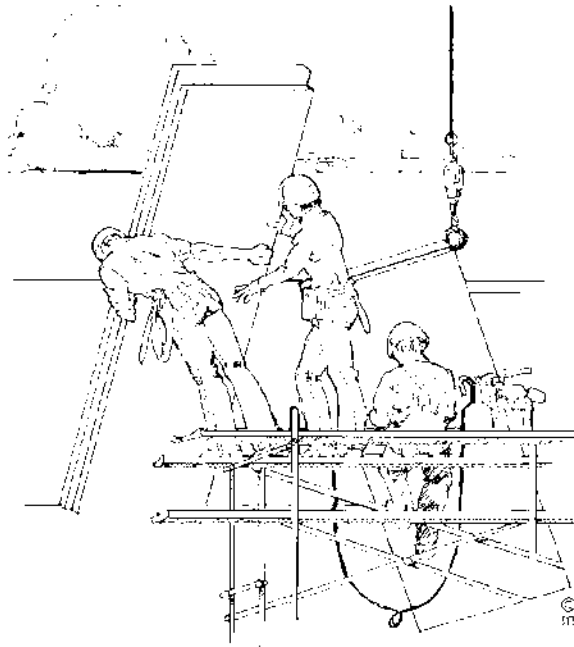
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

 Inquiries can be directed to (860) 263-6790.



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

CONTRACTING AGENCY CERTIFICATION FORM

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

for _____, located at _____,
contracting agency address

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

_____, located at _____,
project name and number address

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

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

**CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACTORS WAGE CERTIFICATION FORM**

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

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

Notary Public

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

Information Bulletin

Occupational Classifications

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILIENT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

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

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Sec. 31-53b. Worker training requirements for public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section [31-53](#), shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section [31-53](#) on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section [20-334d](#), who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or, in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section [16-1](#), or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1; P.A. 10-47, S. 2; P.A. 11-63, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63

amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher training course student completion cards, and made technical changes, effective July 1, 2011.

Sec. 31-55a. Annual adjustments to wage rates by contractors doing state work. Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section [31-54](#), or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section [31-53](#) shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS																	
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.					Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109												
CONTRACTOR NAME AND ADDRESS:		SUBCONTRACTOR NAME & ADDRESS			WORKER'S COMPENSATION INSURANCE CARRIER												
PAYROLL NUMBER		Week-Ending Date	PROJECT NAME & ADDRESS			POLICY #			EFFECTIVE DATE: EXPIRATION DATE:								
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION	S	M	Total ST Hours	IF	S	Total OT Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
													FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING		
										\$	1. \$						
										Base Rate	2. \$						
											3. \$						
										\$	4. \$						
										Cash Fringe	5. \$						
											6. \$						
										\$	1. \$						
										Base Rate	2. \$						
											3. \$						
										\$	4. \$						
										Cash Fringe	5. \$						
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										\$	1. \$						
										Base Rate	2. \$						
											3. \$						
										\$	4. \$						
										Cash Fringe	5. \$						
											6. \$						

**SAMPLE
CONTRACTOR SHALL
OBTAIN FORM FROM
CT DEPT. OF LABOR**

12/9/2013
 WWS-CPI

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER ____ OF ____

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages for such person pursuant to the provisions of the General Statutes, section 31-53 (h);
- c) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- d) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature) _____
(Title) Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT*****
*****DO NOT INCLUDE SOCIAL SECURITY NUMBERS*****

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

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

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

These Administrative Regulations must be posted and maintained wherever workers covered by this Act are employed.

CONNECTICUT DEPARTMENT OF LABOR

WAGE AND WORKPLACE STANDARDS DIVISION

Sec. 31-60-1. Piece rates in relation to time rates or incentive pay plans, including commissions and bonuses.

(a) Definitions. For the purposes of this regulation, "piece rates" means an established rate per unit of work performed without regard to time required for such accomplishment. "Commissions" means any premium or incentive compensation for business transacted whether based on per centum of total sales or specific rate per unit of accomplishment. "Incentive plan" means any method of compensation, including, without limitation thereof, commissions, piece rate, bonuses, etc., based upon the amount of results produced, where the payment is in accordance with a fixed plan by which the employee becomes entitled to the compensation upon fulfillment of the conditions established as part of the working agreement, but shall be subject to the limitation hereinafter set forth.

(b) Record of wages. Each employer shall maintain records of wages paid to each employee who is compensated for his services in accordance with an incentive plan in such form as to enable such compensation to be translated readily into terms of average hourly rate on a weekly basis for each work week or part thereof of employment.

(c) Piece rates in relation to time rates. (1) When an employee is compensated solely at piece rates, he shall be paid a sufficient amount at piece rates to yield an average rate of at least the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes for each hour worked in any week, and the wage paid to such employee shall be not less than the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes for each hour worked. (2) When an employee is compensated at piece rates for certain hours of work in a week and at an hourly rate for other hours, the employee's hourly rate shall be at least the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes and his earnings from piece rates shall average at least the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes for each hour worked in any week, and the wage paid to such employee shall be not less than the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes for each hour worked. (3) When an employee is employed at a combination of hourly rate and piece rate for the same hours of work (i.e., an incentive pay plan superimposed upon an hourly rate or a piece rate coupled with a minimum hourly guarantee), the employee shall receive an average rate of at least the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes an hour for each hour worked in any week and the wage paid to such employee shall be not less than the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes for each hour worked.

(d) Commission. (1) When an employee is compensated solely on a commission basis, he shall be paid weekly an average of at least the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes per hour for each hour worked. (2) When an employee is paid in accordance with a finding for a base rate plus commission, the wage paid weekly to the employee from these combined sources shall equal at least an average of the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes an hour for each hour worked in any work week. All commissions shall be settled at least once in each month in full. When earnings are derived in whole or in part on the basis of an incentive plan other than those defined herein, the employee shall receive weekly at least the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes per hour for each hour worked in any work week, and the balance earned shall be settled at least once monthly.

Sec. 31-60-2. Gratuities as part of the minimum fair wage.

For the purposes of this section, "gratuity" means a voluntary monetary contribution received by the employee from a guest, patron or customer for service rendered.

Unless otherwise prohibited by statutory provision or by a wage order gratuities may be recognized as constituting a part of the minimum fair wage when all of the following provisions are complied with:

(1) The employee shall be engaged in an employment in which the employer has "customarily" paid the employee and have been recognized as his remuneration for hiring purposes and

(2) the amount received in gratuities claimed as credit for part of the minimum fair wage shall be recorded on a daily, weekly, or bi-weekly basis in a wage record, even though payment is made more frequently, and

(3) each employer claiming credit for gratuities as part of the minimum fair wage shall be required to provide substantial evidence that not less than the amount claimed, which shall not exceed the allowance hereinafter provided, was received by the employee.

For example, an attestation or statement in electronic or written form demonstrating that wages received by the service employee, including gratuities, together with other authorized allowances, represents a wage not less than the minimum fair wage established by subsection (j) of section 31-58 of the Connecticut General Statutes per hour for each hour worked during the pay period, will be accepted by the commissioner as substantial evidence for the purposes of this section provided all other requirements of this and other applicable regulations shall be complied with. Such attestation, statement, or substantial evidence shall satisfy the requirements of subdivisions (2) and (3) of this section.

Public Act 19-4, An Act Increasing the Minimum Fair Wage.

Sec. 31-60(b) The Labor Commissioner shall adopt such regulations, in accordance with the provisions of chapter 54, as may be appropriate to carry out the purposes of this part. Such regulations may include, but are not limited to, regulations defining and governing an executive, administrative, managerial or professional employee, salesperson, outside salesperson, learners and apprentices, their number, proportion and length of service; and piece rates in relation to time rates; and shall recognize, as part of the minimum fair wage, gratuities in an amount (1) equal to twenty-nine and three tenths per cent, effective January 1, 2009, equal to thirty-one per cent of the minimum fair wage per hour, and effective January 1, 2014, equal to thirty-four and six-tenths per cent of the minimum fair wage per hour, and effective

January 1, 2015, and ending on June 30, 2019, equal to thirty-six and eight-tenths per cent of the minimum fair wage per hour for persons, other than bartenders, who are employed in the hotel and restaurant industry, including a hotel restaurant, who customarily and regularly receive gratuities, (2) equal to eight and two-tenths per cent, and effective January 1, 2009, equal to eleven per cent of the minimum fair wage per hour, and effective January 1, 2014, equal to fifteen and six-tenths per cent of the minimum fair wage per hour, and effective January 1, 2015, and ending on June 30, 2019, equal to eighteen and one-half per cent of the minimum fair wage per hour for persons employed as bartenders who customarily and regularly receive gratuities, and (3) not to exceed thirty-five cents per hour in any other industry, and shall also recognize deductions and allowances for the value of board, in the amount of eighty-five cents for a full meal and forty-five cents for a light meal, lodging, apparel or other items or services supplied by the employer, and other special conditions or circumstances which may be usual in a particular employer-employee relationship. The commissioner may provide, in such regulations, modifications of the minimum fair wage herein established for learners and apprentices; persons under the age of eighteen years; and for such special cases or classes of cases as the commissioner finds appropriate to prevent curtailment of employment opportunities, avoid undue hardship and safeguard the minimum fair wage hereby established. Regulations in effect on July 1, 1973, providing for a board deduction and allowance in an amount differing from that provided in this section shall be construed to be amended consistent with this section.

Sec. 31-60-3. Deductions and a reasonable value of board and repealed.

Sec. 31-60-4. Physically or mentally handicapped person.

[This regulation defines a "physically handicapped person" as a person whose physical capacity is impaired by age or physical deficiency or injury and provides for modification of the minimum wage.]

Sec. 31-60-6. Minors under the age of sixteen.

(a) For the purposes of this regulation, a person at least 16 years of age, years of age, To prevent curtailment of employment opportunities for minors, and to provide a reasonable period during which training for adjustment to employment conditions may be accomplished, a minor may be employed at a modification of the minimum fair wage established by subsection (j) of section 31-58 of the general statutes, but at not less than 85% of the minimum wage, for the first 200 hours of employment. When a minor has an aggregate of two hundred hours of employment, he may not be employed by the same or any other employer at less than the minimum fair wage.

*This subsection is amended by P.A. 19-4, An Act Increasing the Minimum Fair Wage. CGS Sec. 31-58(b)(5). The rates for all persons under the age of sixteen employed in the minimum fair wage shall be not less than eighty-five per cent of the minimum fair wage for the first ninety days of such employment, or ten dollars and ten cents per hour, whichever is greater, and shall be equal to the minimum fair wage thereafter. Except in institutional training programs specifically exempted by the commissioner.

(b) In addition to the records required by section 31-66 of the 1969 supplement to the general statutes, each employer shall maintain for each minor to be employed at a modification of the minimum fair wage rate as herein provided, a statement of his employment prior to his date of accession with his present employer. Such statement of prior employment, supplemented by the present employer's record of hours worked by the minor while in his employ, will be deemed satisfactory evidence of good faith on the part of the employer with respect to his adherence to the provisions of this regulation, provided the employer complies in complete compliance with the requirements of section 31-66 of the general statutes and section 31-60-12.

(c) Deviation from the provisions of this regulation will cancel the modification of the minimum fair wage herein provided for all hours during which the violation prevailed and for such time the minimum wage shall be paid.

Sec. 31-60-7. Learners.

[This regulation contains the requirements to apply to the Labor Commissioner for a subminimum rate in an occupation which is not appreciable.]

Sec. 31-60-8. Apprentices.

[Under this regulation, apprentices duly registered by the Connecticut State Apprenticeship Council of the Labor Department may not be employed at less than the minimum wage unless permission has been received from the Labor Commissioner through an application process.]

Sec. 31-60-9. Apparel.

For the purpose of this regulation, "apparel" means uniforms or other clothing supplied by the employer for use in the course of employment, but does not include articles of clothing purchased by the employee or clothing usually required for health, comfort or convenience of the employee. An allowance (deduction) not to exceed one dollar and fifty cents per week or the cost of such cost, whichever is lower, may be permitted to apply as part of the minimum fair wage for the maintenance of wearing apparel or for the laundering and cleaning of such apparel when the service has been performed. From protective garments such as gloves, boots or aprons are necessary to safeguard the worker or prevent injury to an employee or are required in the interest of sanitation, such garments shall be provided and paid for and maintained by the employer without charge upon the employee.

Sec. 31-60-10. Travel time.

(a) For the purpose of this regulation, "travel time" means that time during which a worker is required to be on duty for purposes incidental to performance of his employment but does not include time spent traveling from home to his usual place of employment or return to home, except as hereinafter provided in this regulation.

(b) When an employee, in the course of his employment, is required or permitted to travel for purposes which inure to the benefit of the employer,

such travel time shall be considered to be working time and shall be paid for as such. Expenses directly incidental to and resulting from such travel shall be paid for by the employer when payment made by the employee would bring the employee's earnings below the minimum fair wage.

(c) When an employee is required to report to other than his usual place of employment at the beginning of his work day, if such an assignment involves travel time on the part of the employee in excess of that ordinarily required to travel from his home to his usual place of employment, such additional travel time shall be considered to be working time and shall be paid for as such.

(d) When at the end of a work day a work assignment at other than his usual place of employment involves, on the part of the employee, travel time in excess of that ordinarily required to travel from his usual place of employment to his home, such additional travel time shall be considered to be working time and shall be paid for as such.

(e) Repealed.

Sec. 31-60-11. Hours worked.

(a) For the purpose of this regulation, "hours worked" include all time during which an employee is required by the employer to be on the employer's premises or to be on duty, or to be at the prescribed work place, and all time during which an employee is employed or permitted to work, whether or not required to do

or on the employer's authorization directly or indirectly and assigned to duty, working time shall begin when the employee is notified of his assignment and shall end when the employee has completed his assignment.

Sec. 31-60-12. Records.

(a) For the purpose of this regulation, "true and accurate records" means accurate legible records for each employee showing:

- (1) His name;
- (2) his home address;
- (3) the occupation in which he is employed;
- (4) his total daily and total weekly hours worked, showing the beginning and ending time of each work period, computed to the nearest unit of 15 minutes;
- (5) his total hourly, daily or weekly basic wage;
- (6) his overtime wage as a separate item from his basic wage;
- (7) additions to or deductions from his wages each pay period;
- (8) his total wages paid each pay period;
- (9) such other records as are stipulated in accordance with sections 31-60-1 through 31-60-16;
- (10) working certificates for minor employees (sixteen to eighteen years). True and accurate records shall be maintained and retained at the place of employment for a period of 3 years for each employee.

(b) The labor commissioner may authorize the maintenance of wage records and the retention of such records by the employer in whole or in part at a place other than the place of employment when it is demonstrated that the retention of such records at the place of employment either

- (1) works an undue hardship on the employer without materially benefiting the inspection procedures of the labor department, or
- (2) is not practical for enforcement purposes. Where permission is granted to maintain wage records at other than the place of employment, a record of total daily and weekly hours worked by each employee shall also be available for inspection in connection with such wage records.

(c) In the case of an employee who spends 75% or more of his working time away from his employer's place of business and the maintaining of time records showing the beginning and ending time of each work period for such employee either imposes an undue hardship upon the employer or exposes him to jeopardy because of his inability to control the accuracy of such entries, a record of total daily and total weekly hours will be approved as fulfilling the record keeping requirements of this section. However, in such cases, the original time entries shall be made by the employee in his own behalf and the time entries made by the employee shall be used as the basis for payroll records.

(d) Repealed.

(e) The employer shall maintain and retain for a period of 3 years the following information and data on each individual employed in a bona fide executive, administrative or professional capacity.

- (1) His name;
- (2) his home address;
- (3) the occupation in which he is employed;
- (4) his total wages paid each work period;
- (5) the date of payment and the pay period covered by payment.

Sec. 31-60-14. Employee in a bona fide Executive capacity.

(a) For the purposes of section 31-58 (f) of the general statutes, as amended, "employee in a bona fide executive capacity" means any employee (1) whose primary duty consists of the management of the enterprise in which he is employed or of a customarily recognized department or subdivision thereof, and (2) who customarily and regularly directs the work of two or more other employees therein; and (3) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as

to the advancement and promotion or any other change of status of other employees will be given particular weight; and (4) who customarily and regularly exercise discretionary powers; and (5) who does not devote more than twenty percent, or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent, of his hours of work in the workweek to activities which are not directly and closely related to the performance of the work described in subdivisions (1) to (4), inclusive, of this section; provided this subdivision shall not apply in the case of an employee who owns at least twenty percent interest in the enterprise in which he is employed; and (6) who is compensated for his services on a salary basis at a rate of not less than four hundred dollars per week exclusive of board, lodging, or other facilities, except that this subdivision shall not apply in the case of an employee in training for a bona fide executive position as defined in this section if (A) the training period does not exceed six months; and (B) the employee is compensated for his services on a salary basis at a rate not less than three hundred seventy-five dollars per week exclusive of board, lodging, or other facilities during the training period; (C) a tentative outline of the training program has been approved by the labor commissioner; and (D) the employer shall pay tuition costs, and fees, if any, for such instruction and reimburse the employee for travel expenses to and from each destination other than his local, where such instruction or training is provided. Any trainee program so approved may be terminated at any time by the labor commissioner upon proper notice, if he finds that the intent of the

such terms are defined in section 31-60-14 and 31-60-15, or (B) who performs under only general supervision work after specialized or technical lines requiring special training, experience or knowledge, or (C) who executes under only general supervision special assignments and tasks; and (4) who does not devote more than twenty percent, or, in the case of an employee of a retail or service establishment who does not devote as much as forty percent, of his hours worked in the workweek to activities which are not directly and closely related to the performance of the work described in subdivisions (1) to (3), inclusive, of this section; and (5)(A) who is compensated for his services on a salary or fee basis at a rate of not less than four hundred dollars per week exclusive of board, lodging, or other facilities, or (B) who, in the case of academic administrative personnel, is compensated for his services as required by subparagraph (A) of this subdivision or on a salary basis which is at least equal to the entrance salary for teachers in the school system or educational establishment or institution by which he is employed; provided an employee who is compensated on a salary or fee basis at a rate of not less than four hundred seventy-five dollars per week, exclusive of board, lodging, or other facilities, and whose primary duty consists of the performance of work described in subdivision (1) of this section, which includes work requiring the exercise of discretion and independent judgement, shall be deemed to meet all of the requirements of this section.

(b) "Salary basis" [refer to Section 31-60-14.]

the payment of an agreed sum for the completion of a single task regardless of its completion. A fee basis is permitted only for jobs which are repeated an indefinite number of times and for an identical basis is made over and over again on a fee basis shall amount to less than the rate set forth in this section.

Employee in bona fide executive, administrative or professional capacity consists of the performance of work requiring the exercise of discretion and independent judgement, shall be deemed to meet all of the requirements of this section.

(A) work requiring knowledge of an advanced type in a field of science or learning customarily acquired by a prolonged course of specialized intellectual instruction and study, as distinguished from a general academic education and from an apprenticeship, and from training in the performance of routine mental, manual, or physical processes, or

(B) work that is original and creative in character in a recognized field of artistic endeavor, as opposed to work which can be produced by a person endowed with general manual or intellectual ability and training, and the result of which depends primarily on the invention, imagination or talent of the employee or

(C) teaching, tutoring, instructing or lecturing in the activity of imparting knowledge while employed and engaged in this activity as a teacher certified or recognized as such in the school system or educational establishment or institution by which he is employed, and

(D) work which requires the consistent exercise of discretion and judgement in its performance; and

(3) whose work is predominantly intellectual and varied in character, as opposed to routine mental, manual, mechanical or physical work, and is of such character that the output produced or the result accomplished cannot be standardized in relation to a given period of time, and

(4) who does not devote more than twenty percent of his hours worked in the workweek to activities which are not an essential part of and necessarily incident to the work described in subdivisions (1) to (3), inclusive, of this section; and

(5) who is compensated for his services on a salary or fee basis at a rate of not less than four hundred dollars per week exclusive of board, lodging, or other facilities; provided this subdivision shall not apply in the case of an employee who is the holder of a valid license or certificate permitting the practice of law or medicine or any of their branches and who is actually engaged in the practice thereof, or in the case of an employee who is the holder of the requisite academic degree for the general practice of medicine and is engaged in an internship or resident program pursuant to the practice of medicine or any of its branches, or in the case of an employee employed and engaged as a teacher as provided in subdivision (1) (C) of this section, and provided an employee who is compensated on a salary or fee basis at a rate of not less than four hundred seventy-five dollars per week exclusive of board, lodging, or other facilities, and whose primary duty consists of the performance of work described in subdivision (1) (A) or (C) of this section which includes work requiring the consistent exercise of discretion and judgement, or of work requiring invention, imagination or talent in a recognized field of artistic endeavor, shall be deemed to meet all of the requirements of this section.

(b) "Salary basis" [refer to Section 31-60-14.]

(c) "Fee basis" means the payment of an agreed sum for the accomplishment of a single task regardless of the time required for its completion. A fee basis payment shall be permitted only for jobs which are unique in nature rather than for a series of jobs which are repeated an indefinite number of times and for which payment on an identical basis is made over and over again. Payment on a fee basis shall amount to a rate of not less than the rate set forth in subsection (a) of this section.

MINIMUM WAGE: Minimum wage is annually indexed each year, effective Jan 1.

\$16.35 per hour effective 1-1-2025 through 12-31-2025 (P.A. 19-4)

OVERTIME - ONE AND ONE-HALF TIMES THE EMPLOYEES REGULAR RATE OF PAY AFTER 40 HOURS PER WEEK. FOR EXCEPTIONS - SEE SECTION 31-76I OF THE CONNECTICUT GENERAL STATUTES.

MINORS UNDER 18 YEARS OF AGE EMPLOYED BY THE STATE OR POLITICAL SUBDIVISION THEREOF MAY BE PAID 85% OF THE APPLICABLE MINIMUM WAGE.

MINORS UNDER 18 YEARS OF AGE EMPLOYED IN AGRICULTURE MAY BE PAID 85% OF THE APPLICABLE MINIMUM WAGE. MINORS EMPLOYED BY AGRICULTURAL EMPLOYERS WHO DID NOT, DURING THE PRECEDING CALENDAR YEAR, EMPLOY EIGHT OR MORE WORKERS AT THE SAME TIME SHALL BE PAID A MINIMUM WAGE OF NOT LESS THAN 70% OF THE MINIMUM WAGE AS DEFINED IN SECTION 31-58. MINORS IN OTHER EMPLOYMENT - SEE SECTION 31-60-6



DORA SENKOW
ACTING DIRECTOR



United States Department of the Interior

FISH AND WILDLIFE SERVICE
New England Ecological Services Field Office
70 Commercial Street, Suite 300
Concord, NH 03301-5094
Phone: (603) 223-2541 Fax: (603) 223-0104



In Reply Refer To:

May 18, 2023

Project code: 2023-0083207

Project Name: Project 73-198, Campfield Road, Lichfield, CT.

Subject: Consistency letter for the 'Project 73-198, Campfield Road, Lichfield, CT.' project under the amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion (dated March 23, 2023) for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (NLEB).

To whom it may concern:

The U.S. Fish and Wildlife Service (Service) has received your request dated May 18, 2023 to verify that the **Project 73-198, Campfield Road, Lichfield, CT.** (Proposed Action) may rely on the amended February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion (dated March 23, 2023) for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (PBO) to satisfy requirements under section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat.884, as amended; 16 U.S.C. 1531 *et seq.*).

Based on the information you provided (Project Description shown below), you have determined that the Proposed Action will have no effect on the endangered Indiana bat (*Myotis sodalis*) or the endangered northern long-eared bat (*Myotis septentrionalis*). If the Proposed Action is not modified, **no consultation is required for these two species**. If the Proposed Action is modified, or new information reveals that it may affect the Indiana bat and/or northern long-eared bat in a manner or to an extent not considered in the PBO, further review to conclude the requirements of ESA section 7(a)(2) may be required.

For Proposed Actions that include bridge/culvert or structure removal, replacement, and/or maintenance activities: If your initial bridge/culvert or structure assessments failed to detect Indiana bats and/or NLEB use or occupancy, yet later detected prior to, or during construction, please submit the Post Assessment Discovery of Bats at Bridge/Culvert or Structure Form (User Guide Appendix E) to this Service Office within 2 working days of the incident. In these instances, potential incidental take of Indiana bats and/or NLEBs may be exempted provided that the take is reported to the Service.

If the Proposed Action may affect any other federally-listed or proposed species and/or designated critical habitat, additional consultation between the lead Federal action agency and this Service Office is required. If the proposed action has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please advise the lead Federal action agency accordingly.

The following species may occur in your project area and **are not** covered by this determination:

- Monarch Butterfly *Danaus plexippus* Candidate

PROJECT DESCRIPTION

The following project name and description was collected in IPaC as part of the endangered species review process.

NAME

Project 73-198, Campfield Road, Lichfield, CT.

DESCRIPTION

Pavement rehabilitation and drainage improvements. work will occur the summer of 2025.

DETERMINATION KEY RESULT

Based on the information you provided, you have determined that the Proposed Action will have no effect on the endangered Indiana bat and/or the endangered northern long-eared bat.

Therefore, no consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required for these two species.

QUALIFICATION INTERVIEW

1. Is the project within the range of the Indiana bat^[1]?

[1] See [Indiana bat species profile](#)

Automatically answered

No

2. Is the project within the range of the northern long-eared bat^[1]?

[1] See [northern long-eared bat species profile](#)

Automatically answered

Yes

3. Which Federal Agency is the lead for the action?

A) Federal Highway Administration (FHWA)

4. Are *all* project activities limited to non-construction^[1] activities only? (examples of non-construction activities include: bridge/abandoned structure assessments, surveys, planning and technical studies, property inspections, and property sales)

[1] Construction refers to activities involving ground disturbance, percussive noise, and/or lighting.

No

5. Does the project include *any* activities that are **greater than** 300 feet from existing road/rail surfaces^[1]?

[1] Road surface is defined as the actively used [e.g. motorized vehicles] driving surface and shoulders [may be pavement, gravel, etc.] and rail surface is defined as the edge of the actively used rail ballast.

No

6. Does the project include *any* activities **within** 0.5 miles of a known Indiana bat and/or NLEB hibernaculum^[1]?

[1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.

No

7. Is the project located **within** a karst area?

No

8. Is there *any* suitable^[1] summer habitat for Indiana Bat or NLEB **within** the project action area^[2]? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

[2] The action area is defined as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action (50 CFR Section 402.02). Further clarification is provided by the [User's Guide for the Range-wide Programmatic Consultation for Indiana Bat and Northern Long-eared Bat](#).

Yes

9. Will the project remove *any* suitable summer habitat^[1] and/or remove/trim any existing trees **within** suitable summer habitat?

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

No

10. Have presence/probable absence (P/A) summer surveys^{[1][2]} been conducted^{[3][4]} **within** the suitable habitat located within your project action area?

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

[2] Presence/probable absence summer surveys conducted within the fall swarming/spring emergence home range of a documented Indiana bat hibernaculum (contact local Service Field Office for appropriate distance from hibernacula) that result in a negative finding requires additional consultation with the local Service Field Office to determine if clearing of forested habitat is appropriate and/or if seasonal clearing restrictions are needed to avoid and minimize potential adverse effects on fall swarming and spring emerging Indiana bats.

[3] For projects within the range of either the Indiana bat or NLEB in which suitable habitat is present, and no bat surveys have been conducted, the transportation agency will assume presence of the appropriate species. This assumption of presence should be based upon the presence of suitable habitat and the capability of bats to occupy it because of their mobility.

[4] Negative presence/probable absence survey results obtained using the [summer survey guidance](#) are valid for a minimum of two years from the completion of the survey unless new information (e.g., other nearby surveys) suggest otherwise.

No

11. Does the project include activities **within documented NLEB habitat**^{[1][2]}?

[1] Documented roosting or foraging habitat – for the purposes of this consultation, we are considering documented habitat as that where Indiana bats and/or NLEB have actually been captured and tracked using (1) radio telemetry to roosts; (2) radio telemetry triangulation/triangulation to estimate foraging areas; or (3) foraging areas with repeated use documented using acoustics. Documented roosting habitat is also considered as suitable summer habitat within 0.25 miles of documented roosts.)

[2] For the purposes of this key, we are considering documented corridors as that where Indiana bats and/or NLEB have actually been captured and tracked to using (1) radio telemetry; or (2) treed corridors located directly between documented roosting and foraging habitat.

No

12. Does the project include wetland or stream protection activities associated with compensatory wetland mitigation?
No
13. Does the project include slash pile burning?
No
14. Does the project include *any* bridge removal, replacement, and/or maintenance activities (e.g., any bridge repair, retrofit, maintenance, and/or rehabilitation work)?
No
15. Does the project include the removal, replacement, and/or maintenance of *any* structure other than a bridge? (e.g., rest areas, offices, sheds, outbuildings, barns, parking garages, etc.)
No
16. Will the project involve the use of **temporary** lighting *during* the active season?
No
17. Will the project install new or replace existing **permanent** lighting?
No
18. Does the project include percussives or other activities (**not including tree removal/trimming or bridge/structure work**) that will increase noise levels above existing traffic/background levels?
No
19. Are *all* project activities limited to actions that DO NOT cause any stressors to the bat species, including as described in the BA/BO (i.e., habitat removal, tree removal/trimming, bridge and/or structure activities, temporary or permanent lighting, or use of percussives)?

Examples: lining roadways, unlighted signage , rail road crossing signals, signal lighting, and minor road repair such as asphalt fill of potholes, etc.
Yes
20. Will the project raise the road profile **above the tree canopy**?
No
21. Are *all* project activities consistent with a No Effect determination in this key?
Automatically answered
Yes, all project activities are limited to actions that DO NOT cause any stressors to the bat species as described in the BA/BO
-

DETERMINATION KEY DESCRIPTION: FHWA, FRA, FTA PROGRAMMATIC CONSULTATION FOR TRANSPORTATION PROJECTS AFFECTING NLEB OR INDIANA BAT

This key was last updated in IPaC on April 13, 2023. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which may require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) for the endangered **Indiana bat** (*Myotis sodalis*) and the endangered **northern long-eared bat** (NLEB) (*Myotis septentrionalis*).

This decision key should only be used to verify project applicability with the Service's [February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects](#). The programmatic biological opinion covers limited transportation activities that may affect either bat species, and addresses situations that are both likely and not likely to adversely affect either bat species. This decision key will assist in identifying the effect of a specific project/activity and applicability of the programmatic consultation. The programmatic biological opinion is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic biological opinion, or that may affect ESA-listed species other than the Indiana bat or NLEB, or any designated critical habitat, may require additional ESA Section 7 consultation.

IPAC USER CONTACT INFORMATION

Agency: Connecticut Department of Transportation

Name: Andrew Davis

Address: 2800 Berlin Turnpike

City: Newington

State: CT

Zip: 06131

Email: andrew.h.davis@ct.gov

Phone: 8605942157

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Department of Transportation



United States Department of the Interior

FISH AND WILDLIFE SERVICE
New England Ecological Services Field Office
70 Commercial Street, Suite 300
Concord, NH 03301-5094
Phone: (603) 223-2541 Fax: (603) 223-0104



In Reply Refer To:

May 18, 2023

Project Code: 2023-0083207

Project Name: Project 73-198, Campfield Road, Lichfield, CT.

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Updated 4/12/2023 - Please review this letter each time you request an Official Species List, we will continue to update it with additional information and links to websites may change.

About Official Species Lists

The purpose of the Act is to provide a means whereby threatened and endangered species and the ecosystems upon which they depend may be conserved. Federal and non-Federal project proponents have responsibilities under the Act to consider effects on listed species.

The enclosed species list identifies threatened, endangered, proposed, and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested by returning to an existing project's page in IPaC.

Endangered Species Act Project Review

Please visit the “**New England Field Office Endangered Species Project Review and Consultation**” website for step-by-step instructions on how to consider effects on listed

species and prepare and submit a project review package if necessary:

<https://www.fws.gov/office/new-england-ecological-services/endangered-species-project-review>

NOTE Please do not use the **Consultation Package Builder** tool in IPaC except in specific situations following coordination with our office. Please follow the project review guidance on our website instead and reference your **Project Code** in all correspondence.

Northern Long-eared Bat - (Updated 4/12/2023) The Service published a final rule to reclassify the northern long-eared bat (NLEB) as endangered on November 30, 2022. The final rule went into effect on March 31, 2023. You may utilize the **Northern Long-eared Bat Rangewide Determination Key** available in IPaC. More information about this Determination Key and the Interim Consultation Framework are available on the northern long-eared bat species page:

<https://www.fws.gov/species/northern-long-eared-bat-myotis-septentrionalis>

For projects that previously utilized the 4(d) Determination Key, the change in the species' status may trigger the need to re-initiate consultation for any actions that are not completed and for which the Federal action agency retains discretion once the new listing determination becomes effective. If your project was not completed by March 31, 2023, and may result in incidental take of NLEB, please reach out to our office at newengland@fws.gov to see if reinitiation is necessary.

Additional Info About Section 7 of the Act

Under section 7(a)(2) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to determine whether projects may affect threatened and endangered species and/or designated critical habitat. If a Federal agency, or its non-Federal representative, determines that listed species and/or designated critical habitat may be affected by the proposed project, the agency is required to consult with the Service pursuant to 50 CFR 402. In addition, the Federal agency also may need to consider proposed species and proposed critical habitat in the consultation. 50 CFR 402.14(c)(1) specifies the information required for consultation under the Act regardless of the format of the evaluation. More information on the regulations and procedures for section 7 consultation, including the role of permit or license applicants, can be found in the "Endangered Species Consultation Handbook" at:

<https://www.fws.gov/service/section-7-consultations>

In addition to consultation requirements under Section 7(a)(2) of the ESA, please note that under sections 7(a)(1) of the Act and its implementing regulations (50 CFR 402 et seq.), Federal agencies are required to utilize their authorities to carry out programs for the conservation of threatened and endangered species. Please contact NEFO if you would like more information.

Candidate species that appear on the enclosed species list have no current protections under the ESA. The species' occurrence on an official species list does not convey a requirement to

consider impacts to this species as you would a proposed, threatened, or endangered species. The ESA does not provide for interagency consultations on candidate species under section 7, however, the Service recommends that all project proponents incorporate measures into projects to benefit candidate species and their habitats wherever possible.

Migratory Birds

In addition to responsibilities to protect threatened and endangered species under the Endangered Species Act (ESA), there are additional responsibilities under the Migratory Bird Treaty Act (MBTA) and the Bald and Golden Eagle Protection Act (BGEPA) to protect native birds from project-related impacts. Any activity, intentional or unintentional, resulting in take of migratory birds, including eagles, is prohibited unless otherwise permitted by the U.S. Fish and Wildlife Service (50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)). For more information regarding these Acts see:

<https://www.fws.gov/program/migratory-bird-permit>

<https://www.fws.gov/library/collections/bald-and-golden-eagle-management>

Please feel free to contact us at **newengland@fws.gov** with your **Project Code** in the subject line if you need more information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat.

Attachment(s): Official Species List

Attachment(s):

- Official Species List

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

New England Ecological Services Field Office

70 Commercial Street, Suite 300

Concord, NH 03301-5094

(603) 223-2541

PROJECT SUMMARY

Project Code: 2023-0083207

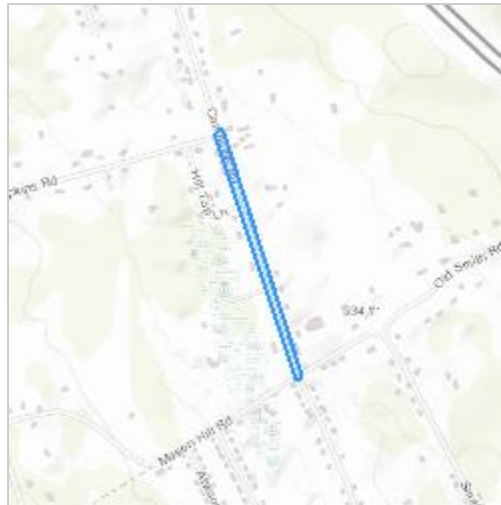
Project Name: Project 73-198, Campfield Road, Litchfield, CT.

Project Type: Road Repair

Project Description: Pavement rehabilitation and drainage improvements. work will occur the summer of 2025.

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@41.70161385,-73.08840509999999,14z>



Counties: Litchfield County, Connecticut

ENDANGERED SPECIES ACT SPECIES

There is a total of 2 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

MAMMALS

NAME	STATUS
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Endangered

INSECTS

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

IPAC USER CONTACT INFORMATION

Agency: Connecticut Department of Transportation

Name: Andrew Davis

Address: 2800 Berlin Turnpike

City: Newington

State: CT

Zip: 06131

Email: andrew.h.davis@ct.gov

Phone: 8605942157

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Department of Transportation

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the TOWN OF LITCHFIELD, hereinafter called the "OWNER", acting through its PUBLIC WORKS DEPARTMENT,

and, _____ (a corporation)

of _____, County of _____ and

State of _____, hereinafter called the "CONTRACTOR".

WITNESSETH THAT: for in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

ROADWAY RECONSTRUCTION CAMPVILLE ROAD including addenda thereto, dated _____, being nos. _____ as further described in the Proposal for Construction submitted by the CONTRACTOR, dated _____ and all documents included therein by reference; hereinafter called the "Project" for the sum of _____

_____ (\$ _____) and all extra work in connection therewith, under the terms as stated in the General, Special and Technical Conditions of the Contract, and at (his, her or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurances and other accessories and services necessary to complete the said Project in accordance with the conditions and prices stated in the Contract.

The "Contract" shall consist of the following contract documents:

- a. This Agreement.
- b. The Advertisement for Bids.
- c. The Information for Bidders.
- d. The Proposal.
- e. The General Conditions.
- f. The Special Provisions.
- g. The Contract Drawings, which include all maps, plates, prints and their drawings and printed or written explanatory matter thereof.
- h. The Specifications and Contract Documents thereof as prepared by Cardinal Engineering Associates, Inc., with offices located at 3 Colony Street, Meriden, Connecticut, herein entitled the ENGINEER.

all of which, including all Addenda thereto, are made a part hereof and collectively evidence and constitute the Contract. If there is any inconsistency between the provisions of this Agreement and any of the other contract documents, the provisions of this Agreement shall prevail.

The CONTRACTOR hereby agrees to commence work under this Contract on or before a date to

be specified in a written "Notice to Proceed" of the OWNER and to fully complete the Project within the time limit specified in the Special Conditions. The CONTRACTOR further agrees to pay, as liquidated damages, the sum as specified in the Special Conditions and as herein provided in the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the Contract, subject to additions and deductions, as provided in the General Conditions of the Contract and to make payments on account thereof as provided in the General Conditions.

The CONTRACTOR shall indemnify and save harmless the OWNER and the ENGINEER as specified in the Special Conditions.

Any claim between the OWNER and CONTRACTOR, shall be resolved as follows:

Prior to the initiation of formal dispute resolution proceedings, the claiming party shall submit a written demand for a conference to be attended by those parties involved in the Project that are reasonably necessary for the resolution of the dispute. Such meeting shall be held within fifteen (15) days of the demand at the offices of the OWNER. Each party requested to attend this conference shall send an authorized representative who has authority to make decisions necessary to resolve the dispute.

If the conference fails to lead to a resolution of the claim or dispute, then the OWNER may submit a written demand to proceed to mediation and the OWNER and CONTRACTOR agree to participate in good faith in the mediation process. Mediation shall commence within forty-five (45) days of the initial demand to mediate and shall be arranged through the American Arbitration Association or any other recognized dispute resolution organization in the State of Connecticut. The costs of mediation (excluding individual legal fees) shall be shared equally.

In the event the OWNER does not elect to proceed to mediation, then all claims, counter-claims, disputes and other matters in question between the OWNER and CONTRACTOR arising out of this Contract or the breach thereof will be decided by arbitration or in a court of competent jurisdiction within the district in which the OWNER is located, as determined by the OWNER. In any such action, the prevailing party shall be entitled to recover its costs and reasonable fees of experts and attorneys.

Notwithstanding the existence of a dispute, the CONTRACTOR shall continue to carry on the Work and maintain the progress schedule set forth in the Contract unless the OWNER elects to terminate the Work in accordance with the Contract or the parties mutually agree in writing to suspend Work while the dispute is pending.

IN WITNESS WHEREOF, the parties to these presents have executed this Contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

OWNER: _____ (Corporate Seal)

BY: _____ TITLE:

ATTEST:

CONTRACTOR: _____ (Corporate Seal)

BY: _____ TITLE:

ATTEST:

CERTIFICATION

I, the undersigned, _____, the duly authorized
and acting legal representative of the Town of Litchfield, Connecticut

do hereby certify as follows:

I have examined the above Contract(s) and Surety Bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid Agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives, have full power and authority to execute said Agreements on behalf the respective parties named thereon; and that the foregoing Agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provision thereof.

By _____

Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____
(Name of Contractor) (Corporation, Partnership, Individual)

hereinafter called the "Principal" and
(Surety)
of _____ State of _____ hereinafter
called the "Surety", are held firmly bound unto the TOWN OF LITCHFIELD, Connecticut,
hereinafter called "OWNER", in the penal sum of

_____ DOLLARS

(\$ _____) in lawful money of the United States, for the payment of

which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

ROADWAY RECONSTRUCTION
CAMPVILLE ROAD

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if it shall fully indemnify and save harmless the owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under of the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____

ATTEST:

Principal

(Principal) Secretary

By:

(S)

(SEAL)

Address/Zip Code

Witness to Principal

ATTEST:

Surety

(Surety) Secretary

By: _____

____(SEAL)

Attorney-in-Fact

Address/Zip Code

Witness to Surety

NOTE: Date of the Bond must not be prior to date of the Contract. If the Contractor is a Partnership, all Partners should execute the Bond.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____
(Name of Contractor) (Corporation, Partnership, Individual)
hereinafter called the "Principal" and
of _____, State of _____
(Surety)

hereinafter called the "Surety", are held firmly bound unto the TOWN OF LITCHFIELD, Connecticut, hereinafter called "OWNER", in the penal sum of

_____ DOLLARS

(\$ _____) in lawful money of the United States, for the payment of

which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal entered into a certain Contract with the Owner, dated the day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

ROADWAY RECONSTRUCTION CAMPVILLE ROAD

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed there under of the specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contractor or to work of the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, who claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20
:

ATTEST:

Principal

(Principal) Secretary

By:

(S)

(SEAL)

Address/Zip Code

Witness to Principal

ATTEST:

Surety

(Surety) Secretary

By: _____

(SEAL)

Attorney-in-Fact

Address/Zip Code

Witness to Surety

NOTE: Date of the Bond must not be prior to the date of the Contract. If the Contractor is a Partnership, all Partners should execute Bond.

ACKNOWLEDGMENT OF SURETY COMPANY

State of _____)
County of _____) ss:

On this _____ day of _____, 20____,

before me personally came _____ to me known to be the
person named in the above instrument and who being by me duly sworn, did depose and say
(he/she)

resides in _____, that (he/she) is the _____ of the
corporation described in which is executed the above instrument; that (he/she) knows the seal of
said
corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed
pursuant to a resolution of the Board of Directors of said corporation and that (he/she) signed
(his/her) name by like order.

Notary Public

My Commission Expires: _____

(The Surety Company must append statement of its financial condition and a copy of the resolution
authorizing the execution of bonds by officers of the company and the Power-of-Attorney of the
Surety Company's Attorney-in-Fact, authorized to act within the State of Connecticut.)

The foregoing bond and sureties are hereby approved.

Dated, Litchfield, Connecticut _____, 20____

Corporation Counsel, Town of Litchfield

Town Manager, Town of Litchfield

[illegible]

F - 10

CERTIFICATE OF WAIVER AND RELEASE OF CLAIMS

TO ALL TO WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT

(Subcontractor Name/Address)

a corporation/partnership, business organized under the laws of the State of Connecticut, in consideration of the sum of:

(Written Figures)

(\$_____)

Received from

(General Contractor Name/Address)

receipt whereof is hereby acknowledged, hereby waives and relinquishes for itself, its heir, executors, administrators, successors and assigns, all rights to claim payment for work done and in place as of the date of this Release of the Project commonly known as the

ROADWAY RECONSTRUCTION CAMPVILLE ROAD

(Name of Subcontractor)

hereby indemnifies the Town of Litchfield, Connecticut (Owner) against any and all claims for work performance and/or materials supplied by it/him/her/us under the above-mentioned Contract.

IN WITNESS WHEREOF:

(Subcontractor Name/Address)

has caused this Waiver and Release of Claims to be executed by its duly authorized officer this _____ day of _____, 20_____.

Executed and delivered in the presence of:

By:_____

Witness

Witness

State of _____)
County of _____) ss:

_____ duly authorized, have duly sworn, deposes and
says that he/she is _____ of
and that the statements herein contained are true and correct.

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

(Notary Public)

Expires: _____ My _____ Commission

CONTRACTOR'S FINAL PAYMENT RELEASE

KNOW YE MEN BY THESE PRESENTS THAT:

_____ duly authorized to act on behalf of

(Contractor's Name and Address) _____ of
County and State of _____, for and in consideration of final payment is the sum of
Dollars (\$ _____), lawful money of the United States of America, the receipt whereof is hereby
acknowledged, in full satisfaction and payment of all sums of money owing, payable and belonging to
(Contractor) by any means whatsoever, for or on account of a certain agreement hereinafter called the Contract,
between the Town of Litchfield (Owner) and _____ (Contractor),
dated _____.

NOW, THEREFORE, _____ duly authorized to act on behalf of
said _____ (Contractor), its successors, legal representative and assigns does
hereby release, acquit, agree to indemnify and hold harmless and forever discharge the said Town of Litchfield
(Owner), its officers, agents, servants and employees from all claims, demands and causes of action and actions, suits,
debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts,
agreements, promises, variances, trespasses, damages, judgments, extent, executions, claims and demands whatsoever
in law or equity, or otherwise that _____ (Contractor), its successors, legal
representative and assigns may now have or that might subsequently accrue to _____
(Contractor) its successors, legal representatives and assigns out of or connected with, directly or indirectly, the
Contract dated _____ between _____ (Contractor)
and _____ the Town of Litchfield (Owner) and any and all other bid documents, agreements and Contract modifications
thereto.

Signed, Sealed and Delivered in the Presence of:

_____ (Witness)

(Witness)

By: _____

Its duly Authorized _____

STATE OF CONNECTICUT)

) ss: _____ Dated: _____

COUNTY OF: _____)

Before me, on behalf of _____ personally appeared _____,
duly authorized, to me known, and known to me to be the person named in and who executed the above release, and
he/she acknowledges to me that he/she executed the same as his/her free act and deed.

Notary Public, Commission of Superior Court
My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT

STATE OF: _____

COUNTY OF: _____

Before me, the undersigned, a _____ in and for said County and State
(NOTARY PUBLIC, JUSTICE OF THE PEACE, ALDERMAN)

personally appeared _____
(INDIVIDUAL, PARTNER OR DULY AUTHORIZED REPRESENTATIVE OF CORPORATE CONTRACTOR)

who, being duly sworn according to law, deposes and says that all labor, materials and outstanding claims and indebtedness of whatever nature arising out of the performance of the Contract of the Town of Litchfield, Connecticut

with _____ have been paid in full.
(CONTRACTOR)

(Individual, Partner or duly Authorized Representative of Corp. Contractor)

Sworn to and subscribed before me this

_____ day of _____, 20 _____

NOTARY PUBLIC

My Commission Expires: _____

STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the Contract dated _____ between the Town
of Litchfield, Connecticut and _____
(Contractor)

the _____ on the Material and Labor Payment Bond of
(Surety)

_____, after a careful examination of the books and records
(Contractor)

of said Contractor or after receipt of an affidavit from Contractor, which examinations of affidavit satisfies said Surety
that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment of the said

_____, Contractor, and by these presents witnesseth that payment to the

Contractor of the final estimates shall not relieve Surety of any of its obligations to the Town of Litchfield as set forth
in the said Surety Company's Bond.

IN WITNESS WHEREOF, SAID SURETY has hereunto set its hand and seal this _____ day of
_____, 20_____.

ATTEST:

(SEAL) _____ BY _____
(President)

NOTE: THIS STATEMENT, IF EXECUTED BY ANY PERSON OTHER THAN THE PRESIDENT OR VICE PRESIDENT OF THE
COMPANY, MUST BE ACCOMPANIED BY A CERTIFICATE OF EVEN DATE SHOWING AUTHORITY CONFERRED UPON
THE PERSON SO SIGNING TO EXECUTE SUCH INSTRUMENTS ON BEHALF OF THE COMPANY REPRESENTED.

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
(Contractor)
as Principal, and _____ as Surety, are held and firmly bound unto the

Town of Litchfield, Connecticut, hereinafter called the "Town" in the final sum* of _____ Dollars
(\$_____) lawful monies of the United States for the payment of which sum will and truly be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has executed an Agreement, dated _____, 20____, for the ROADWAY RECONSTRUCTION CAMPVILLE ROAD

NOW THEREFORE, the Principal agrees to maintain the work completed in the Contract, stated above, for a period of two (2) years from the date of final payment and issuance of a Certificate of Completion, without additional cost to the Town. Failure to comply with such required work shall constitute a violation and all monies covered by this Bond shall become payable to the Town.

ANY CHANGES MODIFICATIONS, AMENDMENTS AND/OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE TOWN SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED AND/OR ALTERED.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

(Seal)
(Individual Principal)

(Business Address)

_____(Seal)
(Partnership)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

* Final sum shall be the actual final construction cost.

By: _____(Seal)

Attest:

(Corporate Surety)

Countersigned by:

(Seal)

Power-of-Attorney for Persons signing for Surety Company must be attached to Bond.

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: ROADWAY RECONSTRUCTION CAMPVILLE ROAD
 LITCHFIELD, CONNECTICUT

The Town of Litchfield has selected your firm as the apparent low bidder to perform construction of the CAMPVILLE ROAD ROADWAY RECONSTRUCTION. **in Litchfield, Connecticut** in response to its advertisement for bids dated _____, 20__ You are hereby advised that your bid has been accepted for items in the amount of:

BASE BID:

(Written Figures) (\$_____)

_____ will be authorized to proceed with this work or
(Firm Name)

service subject to the following: receipt and approval of the required insurance and bonds as specified in the Contract Documents; encumbrance of funds; and execution of the Agreement incorporating the Contract Documents by the Town Manager of the Town of Litchfield.

You are required by the Information for Bidders to execute the Contract and furnish the required certificates of insurance(s) and bonds within ten (10) calendar days from the date of this Notice to you.

If you fail to execute the Contract and to furnish the required insurance certificate(s) and bond(s) within ten (10) calendar days of this Notice, the Town of Litchfield will be entitled to consider all your rights arising out of the Town's acceptance of your Bid as abandoned and the Town will seek whatever remedies to which it is entitled by law and in equity.

You are required to return an acknowledged copy of this Notice of Award to the Town.

Dated this _____ day of _____, 20__

TOWN OF LITCHFIELD, CONNECTICUT

By: _____

Title: _____

ACCEPTANCE OF NOTICE

The receipt of the Notice of Award is hereby acknowledged by:

(Signature)

(Firm Name)

(Printed Name/Title)

on this the _____ day of _____, 20____

NOTICE TO PROCEED
(Refer to Agreement)

TO: _____

Date: _____

PROJECT DESCRIPTION: ROADWAY RECONSTRUCTION CAMPVILLE ROAD
 LITCHFIELD, CONNECTICUT

You are hereby notified to commence work in accordance with the Agreement dated _____ on or before
_____, 20_____, and you are to complete the work within _____ consecutive calendar days
thereafter.

The date of completion of work is therefore: _____, 20_____

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Owner.

Town of Litchfield
Owner

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by

this _____ day of _____, 20_____.

Contractor:

By:

Title: _____

TOWN OF LITCHFIELD
CHANGE ORDER

PROJECT: ROADWAY RECONSTRUCTION Contract Date: _____
CAMPVILLE ROAD Change Order Date: _____
LITCHFIELD, CT Change Order No: _____

CONTRACTOR: _____

TO: TOWN OF LITCHFIELD, CONNECTICUT
PUBLIC WORKS DEPARTMENT
LITCHFIELD, CONNECTICUT

_____, the Contractor,
agrees that this change order adjusts the contract price and time to reflect fairly all overhead, profit, charges costs,
expenses, delays, damages and the payments that may be claimed due and owing to the Contractor as of the above
stated date and agrees that the acceptance of this change order by the owner will constitute a complete and final
accord and settlement of Contractor' claims against the Owner on account of this work through the date of the
Contractor' signature below.

You are directed to make the following changes in this Contract:

Justification:

The Original Contract Sum was: \$ _____
Net Changes by previous Change Orders: \$ _____
The Contract Sum prior to this Change Order was: \$ _____
The Contract Sum will be (increased, decreased)
by this Change Order: \$ _____

The Contract Time will be (increased, decreased, unchanged) by _____ calendar days.
The Date for Completion as of the date of this Change Order therefore is _____

_____ (Engineer)	_____ (Contractor)	_____ (Owner)
_____ (Address)	_____ (Address)	_____ (Address)
By: _____	By: _____	By: _____
Date: _____	Date: _____	Date: _____

**CAMPVILLE ROAD
ROADWAY RECONSTRUCTION
LITCHFIELD, CONNECTICUT**

TABLE OF CONTENTS

NOTICE TO CONTRACTOR

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

<u>Page No.</u>	<u>Item</u>
NTC-1	Notice to Contractor – Federal Wage Determinations
NTC-2	Notice to Contractor – Applicability of Connecticut DOT – Form 819
NTC-2	Notice to Contractor – Bid Rejection
NTC-2	Notice to Contractor – Procurement of Materials
NTC-2	Notice to Contractor – Supervision and Inspection
NTC-2	Notice to Contractor – Pre-Construction Meeting
NTC-3	Notice to Contractor – Verification of Existing Conditions
NTC-3	Notice to Contractor – Unanticipated Discovery of Cultural Resources
NTC-3	Notice to Contractor – Noise Pollution
NTC-3	Notice to Contractor - Call Before You Dig
NTC-4	Notice to Contractor – Protection of Existing Overhead Utilities
NTC-4	Notice to Contractor – Endangered Species – Northern Long Eared Bat

NOTICE TO CONTRACTOR – FEDERAL WAGE DETERMINATIONS (Davis Bacon Act)

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

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

The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website (<https://beta.sam.gov/>) as may be

revised 10 days prior to bid opening. The Department will no longer physically include revised Federal wage rates in the bid documents or as part of addenda documents. These applicable Federal wage rates will be incorporated in the final contract document executed by both parties.

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

“Search Wage Determinations”, select Davis-Bacon Act and follow the instruction to search the latest wage rates for the State, County and Construction Type.

NOTICE TO CONTRACTOR - APPLICABILITY OF CONNECTICUT DOT - FORM 819

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 819, 2024 including the July 2025 Supplemental Specifications (otherwise referred to as "ConnDOT Form 819") is hereby made part of this contract, as modified by the Special Provisions contained herein.

All reference to the “State” shall mean “Town of Litchfield” and reference to “Department” shall mean “Town of Litchfield Engineering Bureau”. The “Engineer” shall mean the “Town of Litchfield Engineering and its representative”. The “Commissioner” shall mean the “Engineer”.

The Town shall have the sole and absolute discretion to determine whether any provision of Form 819 shall be applied with respect to any issue which may arise between the parties.

Additionally, where there is a conflict between the terms and conditions set forth in the Town’s bid specifications and those set forth in Form 819, the Town’s bid specifications shall prevail.

Any references to previous editions of the Standard Specification shall mean the most current edition of Form 819 as supplemented.

NOTICE TO CONTRACTOR - BID REJECTION

Bidders are hereby notified that until the award of the Contract, the Municipality reserves to himself, the right to reject any or all bids for any reason whatsoever, and to waive technicalities as deemed to be in the best interests of the Municipality.

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

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

NOTICE TO CONTRACTOR – SUPERVISION AND INSPECTION

This project will be supervised and inspected by the Municipality or its authorized agent. The "Notice to Proceed", stipulating the date on which the Contractor will begin the construction and from which date the contract time will be charged, will be issued by the Municipality.

NOTICE TO CONTRACTOR – PRE CONSTRUCTION MEETING

A pre-construction meeting will be held between the contractor and the engineer to further define the limits of construction as detailed in this document. The contractor shall be aware that the quantities shown on the bid sheet are approximate and actual amounts / limits will be set at this meeting.

NOTICE TO CONTRACTOR - VERIFICATION OF EXISTING CONDITIONS

Included in this contract is the modification, alteration and/or addition to existing structures. Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from information shown on the plans or contained elsewhere in the specifications.

NOTICE TO CONTRACTOR – UNANTICIPATED DISCOVERY OF CULTURAL RESOURCES

If historic properties are unexpectedly encountered during Project construction, the contractor will immediately cease all construction activities in the immediate vicinity that may reasonably be assumed to affect the historic properties. Any historic property discoveries shall to the extent possible be protected in situ to allow for consultation among the Parties and the Tribes. The historic properties may be preserved in situ or mitigated on a case-by-case basis in consultation with the Parties and the Tribes. No artifacts are to be removed from the site unless approved by all parties. Notwithstanding anything to the contrary herein, the curation and disposition of any cultural resources shall be consistent with 36 C.F.R. Part 79 and other applicable law. If human remains are unexpectedly encountered during Project construction, the remains will be treated in a respectful manner and in accordance with the respective laws of the State of Connecticut (Connecticut General Statutes Chapter 184a Section 10-388) and State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction Form 819, 2024 (July 2025 Supplement), Section 1.10.06.

NOTICE TO CONTRACTOR-NOISE POLLUTION

The contractor shall take measures to control the noise intensity caused by his construction operations and equipment, including but not limited to equipment used for drilling, pile driving, blasting, excavation or hauling.

All methods and devices employed to minimize noise shall be subject to the continuing approval of the Engineer. The maximum allowable level of noise at the nearest residence or occupied building shall be 90 decibels on the "A" weighted scale (dBA). Any operation that exceeds this standard will cease until a different construction methodology is developed to allow work to proceed within the 90-dBA limit.

NOTICE TO CONTRACTOR - CALL BEFORE-YOU-DIG

The Contractor's attention is called to the fact that they are obligated, by State Law, to notify the Public Utilities Control Authority (1-800-922-4455 or dial 811) 48 hours prior to beginning any digging or discharging of explosives. This "Call Before-You-Dig" system will assure that each utility company will have marked its lines in the field before any digging activity commences. The Contractor assumes all responsibilities for any damage to the various utility services, and all liabilities arising there from.

The Contractor shall make the necessary arrangements with the respective Utility Companies and provide grades for the resetting and adjusting of private utility lines, if necessary. This coordination and/or field work required shall not be considered extra work or as a basis for extending the time for completion.

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

NOTICE TO CONTRACTOR – PROTECTION OF EXISTING OVERHEAD UTILITIES

The Contractor's attention is directed to the need for protection of the existing overhead utilities during the demolition of the existing structure and the construction of the proposed structure. The Contractor is responsible for coordinating all protection and relocation of overhead utilities with the appropriate utility company. A 10-foot minimum clearance is to be provided from any unprotected overhead electric lines. The Contractor may need to adjust means and methods in order to accommodate this requirement, at no additional cost to the Town.

Representatives of the various utility companies shall be allowed access to work.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damages to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

Any damage to any existing utility shall be repaired including all materials, labor, etc., to the engineer's satisfaction at no cost to the Town.

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

NOTICE TO CONTRACTOR

ENDANGERED SPECIES – NORTHERN LONG – EARED BAT

The Contractor is hereby notified that the Federally Threatened and State Endangered species northern long-eared bat (NLEB) (*Myotis septentrionalis*), is present within the Project limits. In Connecticut, during the winter, northern long-eared bats hibernate in caves and mines, called hibernacula. They use areas in various sized caves or mines with constant temperatures, high humidity, and no air currents. During the summer, northern long-eared bats roost singly or in colonies underneath bark, in cavities or in crevices of both live trees and snags (dead trees). Males and non-reproductive females may also roost in cooler places, like caves and mines. NLEB seem to be flexible in selecting roosts, choosing roost trees based on suitability to retain bark or provide cavities or crevices. The removal and cutting of all trees $\geq 3''$ in diameter is prohibited under a time-of-year (TOY) restriction by the United States Fish & Wildlife Service (USFWS) during the bats active season which are as follows. These dates are inclusive unless determined otherwise through consultation with the USFWS.

- a. April 15th – August 31st for all Connecticut Towns that do not front Long Island Sound and are not within 1 mile of a designated hibernacula.
- b. April 15th – September 30th for Connecticut Towns that front Long Island Sound and are not within 1 mile of a designated hibernacula.
- c. April 15th – October 31st for any project within 1 mile of a designated hibernacula. Hibernacula location areas are protected by the Department of Energy and Environmental Protection.

This species is protected by state and federal laws which prohibit killing, harming, taking, harassing or keeping them in your possession. Workers shall be notified of the existence of northern long-eared bat in this area and be apprised of the laws protecting them. Observations of any bat species are to be immediately reported to the Department of Energy and Environmental Protection at 860-424-3011.

**CAMPVILLE ROAD
PROADWAY RECONSTRUCTION
LITCHFIELD, CONNECTICUT**

INDEX TO SPECIAL PROVISIONS

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

Connecticut Department of Transportation Form 819 Division 1 shall be supplemented and amended by the following:

<u>Page No.</u>	<u>Item</u>
SP-1	Section 1.01 – Definitions of Terms and Permissible Abbreviations
SP-2	Section 1.02 – Proposal Requirements and Conditions
SP-4	Section 1.03 – Award and Execution of Contract
SP-5	Section 1.04 – Scope of Work
SP-6	Section 1.05 – Control of the Work
SP-8	Section 1.06 – Control of Materials
SP-9	Section 1.07 – Legal Relations and Responsibilities
SP-11	Section 1.08 – Prosecution and Progress
SP-12	Section 1.09 – Measurement and Payment
SP-13	Section 1.10 – Environmental Compliance
SP-14	Section 1.11 – Claims
SP-15	Division II – Construction Details

SECTION 1.01
DEFINITIONS OF TERMS AND PERMISSIBLE ABBREVIATIONS

1.01.01—Definitions: is amended and supplemented as follows:

Substitute the word "Municipality" or "Municipal" for "Department" wherever "Department" appears in the definitions for each of the following terms: Award, Contract, Highway, Plans, and Project.

Substitute the word "Engineer" for "Commissioner" wherever "Commissioner" appears in the definitions for each of the following terms: Subcontractor and Sub-subcontractor.

Engineer: Delete the definition in its entirety and replace with the following:

The Municipality's First Selectman, acting directly or through a duly authorized representative.

Add the following:

Municipal: Of or relating to the Municipality.

Municipality: Town of Litchfield, Connecticut

SECTION 1.02 PROPOSAL REQUIREMENTS AND CONDITIONS

Section 1.02 is supplemented and amended as follows:

Throughout this Section, make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Engineer" for "Commissioner" and for "Division of Contracts."

Substitute "Municipality" or "Municipal" for "Department" and for "Contract Section".

1.02.01—Contract Bidding and Awards: is amended as follows:

Add the following two (2) paragraphs to the end of the existing paragraph.

On the date and at the time and place designated in the bid advertisement and in the related Notice to Contractors or addendum notice, the sealed paper bid proposals shall be publicly opened and read out loud. At the time that paper bid proposal is opened, it shall be checked for "responsiveness" in various respects, to determine if it complies with applicable statutes, regulations, and the Municipality's Specifications, including Connecticut DOT's Standard Specifications.

Each bidder is required to include with its paper bid proposal the following documents: the completed paper bid proposal form (incl. the schedule of prices), the required bid bond, a non-collusion affidavit, and any other information required by the bid documents or by the bid advertisement.

Add the sentence below following the end of the last paragraph;

Prequalification by the State of Connecticut Department of Transportation is required for this project.

1.02.04—Examination of Plans, Specifications, Special Provisions, and Site of Work:

Delete the last paragraph and replace with the following:

"Bidders must inform the Municipality's Designer, at the earliest opportunity, in writing, of any and all omissions, errors, and/or discrepancies that the bidder discovers within or among the plans, specifications, and bidding documents. Information and inquiries concerning such matters, and any other information or inquiry concerning the conditions of bidding or award or the interpretation of contract documents must be transmitted in writing to:

Mr. Joseph A. Cermola III, P.E.
Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, Connecticut 06450

The Municipality and/or the Municipality's Designer cannot ensure a response to inquiries received later than ten (10) days prior to the scheduled bid opening of the related bid. When deemed warranted by the Municipality and/or the Municipality's Designer, responses to such inquiries that relate to changes in or interpretations of the Project documents (plans and specifications) will be

issued to all bidders in the form of addenda and made a part of the Contract. Bidders are responsible for ensuring that they are aware of all addenda. Failure by the Municipality, Municipality's Designer or postal or other courier services to deliver addenda or other information regarding a Contract being bid does not release the bidder from any obligations under said addenda or the conditions of the bid."

SECTION 1.03
AWARD AND EXECUTION OF CONTRACT

Section 1.03 is supplemented and amended as follows:

Throughout this Section, except for Article 1.03.07, make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Engineer" for "Commissioner," for "Manager of Contracts" and for "Transportation Manager of Contracts".

Substitute "Municipality" for "Department" and "State".

1.03.02—Award and Execution of Contract:

After the second sentence of the only paragraph add the following:

The successful bidder is hereby notified of the Municipality's intent to award this Contract within ninety (90) days of the bid opening.

1.03.07—Insurance: is amended as follows:

Substitute "State and Municipality" for "Department" and "State".

It is the intent of this Article to designate the State and Municipality as additional insured, as applicable.

1.03.08—Notice to Proceed and Commencement of Work:

Change the first paragraph to read as follows:

The Contractor shall commence and proceed with the Contract work on the date specified in a written Notice to Proceed issued by the Engineer to the Contractor. The date specified will be no later than 45 calendar days after the date of the execution of the Contract by the Municipality; however, the Contractor is hereby put on notice that it is the Municipality's intent to issue the Notice to Proceed no later than thirty (30) calendar days after the execution of the Contract with the Municipality.

SECTION 1.04 SCOPE OF WORK

Section 1.04 is supplemented and amended as follows:

Throughout this Section, make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Engineer" for "Department's Assistant District Engineer".

Substitute "Municipality" for "Department" and for "State".

1.04.05 – Extra Work: is amended as follows:

Add the following after the fourth sentence:

Bonding costs shall not be included in the contractor's compensation request. However, if the contractor incurs or will incur increased bonding costs related to the extra work, the contractor shall request separate compensation for such costs. The contractor's request shall be itemized and include a certified statement from the bonding company stating that the value of the work will require an increase in bonding coverage and shall detail the additional costs (within allowable contract amount limitations). If *satisfactory* substantiation is provided, a new item for increased bonding costs will be incorporated into the contract by means of a construction order.

Insert the following immediately following "Department's Assistant District Engineer" near the bottom of the paragraph: "and/or the Municipality's authorized representative".

SECTION 1.05 CONTROL OF THE WORK

Section 1.05 is supplemented and amended as follows:

Substitute "Municipality" for "Department" and/or "State" and "Engineer" for "Department's Assistant District Engineer".

1.05.02-1. Plans: Substitute "Municipality" for "Department".

Add the following sentence to the end of the Subarticle:

"The Working Drawings, Shop Drawings and Product Data shall be submitted to the Designer as hereinafter noted; copies of transmittal letters shall be sent to the Municipality.

Designer

Mr. Joseph A. Cermola III, P.E.
Cardinal Engineering Associates, Inc.
180 Research Parkway
Meriden, Connecticut 06450

Municipality

Raz Alexe, P.E.
Public Works Director/Town Engineer
101 Russell Street
Litchfield, Connecticut 06759

1.05.02-2. Working Drawings: Substitute "Municipality" for "Assistant District Engineer".

1.05.02-3. Shop Drawings:

Add the following paragraphs:

If the contractor proposes a substitution, all costs associated with the review of shop drawings, working drawings, designs or any other submissions related to the substitution including all costs incurred by the Owner and the Engineer shall be paid by the Contractor.

Each shop drawing submittal shall be identified as to the following, and stamped by the Contractor as being in complete compliance with all requirements of the Contract Drawings and Specifications:

1. Project Name and Contract Number
2. Specification Section number(s) and subparagraph(s)
3. Contract Drawing sheet number(s)

The General Contractor shall check all shop drawings for conformance with the Contract Documents and particularly against field measurements and proper fit with adjoining work prior to submitting same. A certification shall appear on each shop drawing stating that the General Contractor has made this check.

Any and all deviations from the requirements of the Drawings and/or Specifications shall be called to the attention of the Engineer in writing at the time of first submission of shop drawings, equipment data, and other drawings for approval.

1.05.02-5. Submittal Preparation and Processing – Review Timeframes:

Substitute "Designer" for "Department".

Add the following paragraphs:

"Prior to the submission of any working, shop or erection drawings, the Contractor shall prepare and submit to the Engineer, for approval, a schedule for all proposed working and shop drawings. This initial schedule should be submitted within thirty (30) days of contract award and must be submitted before the Notice to Proceed. The Contractor shall coordinate, schedule and control all submittals of working and shop drawings including those of his various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the work.

Each Shop Drawing shall include the name and telephone number of the fabricator's contact person who is familiar with the drawing and who will be available to answer questions by the Engineer or Designer should any arise during the review process.

It is incumbent upon the Contractor to submit his shop drawings in accordance with the approved working and shop drawing schedule to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. In no case will the Municipality accept liability for resulting delays, added costs and related damages when the time required for approval extends beyond the approximate times shown herein when the shop drawings are not submitted in conformance with the approved schedule."

1.05.02-5(a). Submissions: Substitute "Municipality" for "Assistant District Engineer of the administering Construction District".

1.05.02-5(b). Submissions: Substitute "Designer" for "Assistant District Engineer of the administering Construction District".

1.05.02-5(c). Submissions: Substitute "Designer" for "administering Construction District".

1.05.06 – Cooperation with Utilities (including railroads):

Add the following:

Within the project there may be public utility structures; and, notwithstanding any other clause or clauses of this Contract, the Contractor cannot proceed with his work until he has made diligent inquiry with the utility companies, municipal authorities or other utility owners to determine their exact location, and notified "Call Before You Dig". The Contractor shall notify, in writing, the utility companies, municipalities or other owners involved of the nature and scope of the project and of his operations that may affect their facilities or property. Copies of such notices shall be sent to the Engineer.

SECTION 1.06 CONTROL OF MATERIALS

Article 1.06.07 - Certified Test Reports and Materials Certificates:

Add the following:

All materials used on this project shall require a Certified Test Report or Material Certificate.

Following is a partial list of items that may be included in the project.

1. For the materials in the following items, a Certificate Test Report will be required confirming their conformance to the requirements set forth in the plans, these Specifications or both. Should the consignee noted on a Certified Test Report be other than the Prime Contractor, then Materials Certificates shall be required to identify the shipment.

Subbase	Sand	Approach Slab Concrete
Granular Fill	Riprap	Barrier Wall Concrete
Pervious Structure Backfill	Topsoil	Joint Sealer
Processed Aggregate Base	Footing Concrete	Cement
Bedding Material	Abutment and Wall Concrete	Anchoring Cement
#8 Stone	Bridge Deck Concrete	Chemical Anchors
#6 Stone	Parapet Concrete	Deformed Steel Bars
#67 Stone	Bridge Sidewalk Concrete	Threaded Steel Bars

2. For the material in the following items, a Materials Certificate will be required confirming their conformance to the requirements set forth in the plans or these specifications if it is from a Connecticut Department of transportation approved plant/supplier. Otherwise, testing is required.

Bituminous Concrete	Damp Proofing	Dowel Bars Galvanizing
Portland Cement	Membrane Waterproofing	Structural Steel
Footing Concrete	* Membrane	Metal Beam Rail Elements
Abutment and Wall Concrete	* Glass Fabric	Paint
Bridge Deck Concrete	* Primer	Grass Seed
Parapet Concrete	* Mastic	Fertilizer
Bridge Sidewalk Concrete	Deformed Steel Bars	Wetland Seed Mix
Approach Slab Concrete	Reinforcing Steel	Signs
Barrier Wall Concrete	Wire & Welded Wire Fabric	Sanitary Manhole Brick
Precast Concrete Units	Threaded Steel Bars	Concrete Building Brick
Joint Sealer	Anchor Bolts	Masonry Concrete Units

SECTION 1.07
LEGAL RELATIONS AND RESPONSIBILITIES

1.07.01—Laws to be Observed: is amended as follows:

In the second sentence of the first paragraph, after the word "State" add the words "and Municipality".

1.07.03—Proprietary Devices, Materials and Processes: is amended as follows:

After the word "State" add the words "and Municipality" throughout this Article.

1.07.04—Restoration of Surfaces Opened Pursuant to Permit or Contract: is amended as follows:

Replace the word "Department" with "Municipality" throughout this Article.

1.07.07—Safety and Public Convenience: is amended as follows:

In the penultimate paragraph, after the word "Department," add the words "or Municipality".

1.07.09—Protection and Restoration of Property: is supplemented and amended as follows:

Add the words "or Municipality" after the word "State" wherever the word "State" appears in this Article.

Add the phrase "or Municipality, as applicable" after the word "Department" wherever the word "Department" appears in this Article.

Add the following:

The Contractor shall notify the Tree Warden of the Municipality in which the bridge project is located, five (5) days prior to flagging so that the Tree Warden may be present during the flagging.

All trees scheduled to be removed outside of the proposed gutter or curb lines of the highway shall be visibly marked or flagged by the Contractor at least five (5) days prior to cutting of such trees.

The Engineer will inspect the identified trees and verify the limits of tree removal prior to the Contractor proceeding with his cutting operation, should such an operation be required elsewhere in this contract.

1.07.10 - Contractor's Duty to Indemnify the State Against Claims for Injury or Damage: is amended as follows:

Revise the title of this Article to read "Contractor's Duty to Indemnify the State and/or Municipality Against Claims for Injury or Damage."

In the first sentence, delete the words "the Department".

Replace the word "State" with "State and/or Municipality" throughout this Article.

Replace the word "Commissioner" with "Engineer" throughout this Article.

Add the following paragraph after the only paragraph:

"It is further understood and agreed by the parties hereto, that the Contractor shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and/or Municipality and the Contractor, unless requested to do so by the State and/or Municipality."

1.07.13—Contractor's Responsibility for Adjacent Property and Services: is supplemented with the following:

The Contractor's attention is directed to the fact that overhead utilities (including utility poles, pole guys and overhead wires) exist in the immediate vicinity of the project.

The Contractor shall be liable for all damages and claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

1.07.14—Personal Liability of Representatives of the State: is amended as follows:

Add the words "and Municipality" after the word "State".

1.07.15—No Waiver of Legal Rights: is amended as follows:

Replace the words "Commissioner" and "Department" with "Municipality" or "Municipal" throughout this Article.

1.07.16—Unauthorized Use of Area(s) within the Project Site: is amended as follows:

Replace the words "Commissioner" and "State" with "Municipality" throughout this Article.

Add the following new Subarticle:

1.07.19—Personal Liability of Representatives of the Municipality

In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, the Engineer and his authorized representatives, including consultant engineering firms and their employees, shall be subject to no liability, either personally or as officials of the Municipality, it being understood that in all such matters they act solely as agents and representatives of the Municipality.

SECTION 1.08
PROSECUTION AND PROGRESS

Section 1.08 is supplemented and amended as follows: Section 1.08 is supplemented and amended as follows:

Throughout this Section, make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Municipality" or "Municipal" for "Department" and for "State". Substitute "Engineer" for "Commissioner".

1.08.04—Limitation of Operations: is supplemented by the following:

The Contractor's activities on site shall be limited to operations between 7:00 a.m. to 5:00 p.m., Monday through Friday except legal holidays.

Traffic shall be maintained on a paved surface with minimum 12-foot lanes in each direction.

The Contractor will be permitted to interfere with normal traffic operations only at the discretion of the Engineer.

The Contractor shall schedule his construction operations, so that construction at the site in this contract does not begin, extend into or end during the period from December 1 through March 31, except as approved by the Engineer.

SECTION 1.09
MEASUREMENT AND PAYMENT

Section 1.09 is supplemented and amended as follows:

Throughout this Section, make the following substitutions for all occurrences of the word(s) identified below for substitution:

"Municipality" or "Municipal" for "Department" and for "State".

Substitute "Engineer" for "Commissioner".

1.09.06–Partial Payments: Amend Article 1.09.06 of Form 818, 2020, as follows:

In the first paragraph under **A. Monthly and Semi-monthly Estimates:** delete "Retainage will not be held" and replace with **"five percent (5%) of the total amount determined by the Engineer will be deducted from the estimate and retained by the Municipality until the Engineer accepts the Project "**. The balance, less all previous payments, will be certified for payment. When work equaling the original contract value has been accomplished, no additional retainage will be withheld.

SECTION 1.10
ENVIRONMENTAL COMPLIANCE

1.10.02—Compliance with Laws and Regulations: is amended as follows:

Replace the word "Department" with "Municipality" throughout this Article.

In the last sentence of the last paragraph of this Article, and delete the phrase "under any other State contract".

1.10.03—Water Pollution Control: is amended as follows:

Replace the word "Department" with "Municipality" throughout this Article.

In the last sentence of the second paragraph, delete the phrase "under any other State contract".

Add the following sentence after the second sentence of the third paragraph:

The following items may also be superseded by specific permits from the Connecticut Department of Energy and Environmental Protection (DEEP), the Army Corps of Engineers (ACOE) and/or the appropriate local wetlands and watercourses regulatory authority.

In Paragraph No. 13, replace "State right-of-way" with "State or Municipal right-of-way."

1.10.07—Controlled and Hazardous Materials: is amended as follows:

Replace the word "Department" with "Municipality" throughout this Article.

SECTION 1.11
CLAIMS

Section 1.11 is supplemented and amended as follows:

Throughout this Section make the following substitutions for all occurrences of the word(s) identified below for substitution:

Substitute "Chief Administrative Official of the Municipality" for "Commissioner".

Substitute "Municipality" or "Municipal" for "Department".

DIVISION II

CONSTRUCTION DETAILS

Throughout all the various Sections contained in Division II, substitute the word "Municipality" or "Municipal" for "Department" wherever "Department" appears, except in those instances here the word "Department" is used to identify a state agency.

ITEM #0201001A - CLEARING AND GRUBBING

Work under this item shall conform to the requirements of Section 2.01 amended as follows:

2.01.03 – Construction Methods: *Add the following:*

All fences, mailboxes, sign posts, bollards, railings, stumps, shrubs, hedges, plantings, stone fences, etc., ornamental and utilitarian domestic accessories within the slope limit lines, shall be removed and reset (or disposed of) as directed by the Engineer.

ITEM #0202000A – EARTH EXCAVATION

Work under this item shall conform to the requirements of Section 2.02 of the Standard Specifications amended as follows:

2.02.03 – Construction Methods: *Add the following:*

Excavated roadway materials for this project, unless used for the filling of slopes, shall be removed and delivered to the Litchfield Public Works Department yard located at 101 Russell Street, Litchfield, CT 06759.

2.02.04 – Method of Measurement: *Delete second paragraph and replace with the following:*

Unsuitable material, as designated by the engineer, below the subgrade in cut sections, below the original ground line in fill sections and beyond the normal payment lines for ditch and channel excavation shall be measured as earth excavation.

ITEM #0406999A - ASPHALT ADJUSTMENT COST

Description: The Asphalt Adjustment Cost will be based on the variance in price for the performance-graded binder component of the following:

- I. Hot Mix Asphalt (HMA) and Polymer Modified Asphalt (PMA),
- II. Ultra-Thin Bonded HMA (UTB-HMA) and Ultra-Thin Bonded PMA (UTB-PMA),
- III. Thin Friction Wearing Course (TFWC),
- IV. Binder Rich Intermediate Courses (BRIC) and Stone Matrix Asphalt (SMA), and
- V. Asphalt Rubber Chip Seal (ARCS) treatments completed and accepted during the Contract.

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

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

Construction Methods:

An asphalt adjustment will be applied only if all the following conditions are met per mixture:

- I. For HMA, PMA, TFWC, BRIC, and SMA mixtures:
 - a. The HMA, PMA, TFWC, BRIC, or SMA mixture for which the adjustment would be applied is listed as a Contract item with a pay unit of tons.
 - b. ***The total quantity for all HMA, PMA, TFWC, BRIC, and SMA mixtures in the Contract or individual purchase order (Department of Administrative Service contract awards) exceeds 1000 tons or the Project duration is greater than 6 months.***
 - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
- II. For UTB-HMA and UTB-PMA mixtures:
 - a. The UTB-HMA or UTB-PMA mixture for which the adjustment would be applied is listed as a Contract item.
 - b. ***The total quantity for the UTB-HMA or UTB-PMA mixture in the Contract exceeds:***
 - i. 800 tons if the UTB-HMA or UTB-PMA item has a pay unit of tons,***
 - ii. 30,000 square yards if the UTB-HMA or UTB-PMA item has a pay unit of square yards, or***
 - iii. the Project duration is greater than 6 months.***

Note: The quantity of UTB-HMA or UTB-PMA measured in tons shall be determined from the material documentation requirements set forth in the UTB-HMA or UTB-PMA item specification.
 - c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.
 - d. No Asphalt Adjustment Cost will be applied to the liquid emulsion that is specified as part of the UTB-HMA or UTB-PMA mixture system.
- III. For Asphalt Rubber Chip Seal (ARCS) treatments:
 - a. The ARCS treatment for which the adjustment would be applied is listed as a Contract item.

- b. ***The total quantity for the ARCS treatment in the Contract exceeds 30,000 square yards or the Project duration is greater than 6 months.***

Note: The quantity of asphalt binder measured in tons used for the Asphalt Rubber Chip Seal treatment shall be determined from the material documentation requirements set forth in the ARCS item specification. The Asphalt Adjustment Cost will also be applied to the asphalt binder used to pre-coat the cover aggregate as part of the ARCS and will be considered as a portion of the total tons of binder for the treatment. The additional quantity of binder measured in tons will be determined based on a percentage of the cover aggregate weight per the requirements set forth in the ARCS item specification.

- c. The difference between the posted *Asphalt Base Price* and *Asphalt Period Price* varies by more than \$5.00 per ton.

Regardless of the binder used in all mixtures or treatments, the Asphalt Adjustment Cost will be based on PG 64-22.

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

The selling price furnished from the Asphalt Weekly Monitor ® is based on United States dollars per standard ton (US\$/ST).

Method of Measurement:

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

Where:

- **HMA:**
 1. For HMA, PMA, UTB-HMA, UTB-PMA, TFWC, BRIC, and SMA mixtures with pay units of tons:
The quantity in tons of accepted HMA, PMA, UTB-HMA, UTB-PMA, TFWC, BRIC, or SMA mixture measured and accepted for payment.
 2. For UTB-HMA and UTB-PMA mixtures with pay units of square yards:
The quantity of UTB-HMA and UTB-PMA mixture delivered, placed, and accepted for payment, calculated in tons as reported according to the Material Documentation provision of the UTB-HMA and UTB-PMA specification.
- **Asphalt Base Price:** The asphalt price posted on the CTDOT website 28 days before the actual bid opening posted.
- **Asphalt Period Price:** The asphalt price posted on the CTDOT website during the period the HMA, PMA, UTB-HMA, UTB-PMA, TFWC, BRIC, or SMA mixture was placed.
- **PG% (Performance-Graded Binder percentage):**
 1. For HMA or PMA mixes:
 - $PG\% = 4.5$ for HMA S1 and PMA S1

- PG% = 5.0 for HMA S0.5 and PMA S0.5
- PG% = 6.0 for HMA S0.375, PMA S0.375, HMA S0.25 and PMA S0.25
- 2. For UTB-HMA, UTB-PMA, TFWC, BRIC, and SMA mixes:
 - PG% = Design % PGB (Performance Graded Binder) in the approved job mix formula, expressed as a percentage to the tenth place (e.g. 5.1%)

B. For Asphalt Rubber Chip Seal:

Formula B: Total Tons x [(*Period Price* - *Base Price*)] = \$ _____

Where:

- **Total tons:** The tons of asphalt binder for each lot of asphalt rubber produced, as reported according to the Testing and Certification article of the specification for Asphalt Rubber Chip Seal, and the tonnage of binder used to coat the cover aggregate calculated as follows: 0.6% x tons of cover aggregate.
- **Asphalt Base Price:** The asphalt price posted on the CTDOT website 28 days before the actual bid opening posted.
- **Asphalt Period Price:** The asphalt price posted on the CTDOT website during the period the Asphalt Rubber Chip Seal mixture was placed.

The Asphalt Adjustment Cost shall not be considered as a changed condition in the Contract as result of this provision since all bidders are notified before submission of bids.

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

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

Pay Item
Asphalt Adjustment Cost

Pay Unit
est.

ITEM #0971001A - MAINTENANCE AND PROTECTION OF TRAFFIC

Article 9.71.01 - Description is supplemented by the following:

The Contractor shall maintain and protect traffic as follows:

CAMPVILLE ROAD

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction on a travel path not less than 10 ft in width.

Excepted there from will be those periods, during the allowable periods, when the Contractor is actively working, at which time the Contractor shall maintain and protect at least an alternating one-way traffic operation on a travel path not less than 12 ft in width. The length of the alternating one-way traffic operation shall not exceed 300 ft in length.

ALL OTHER ROADWAYS

The Contractor shall maintain and protect a minimum of one lane of traffic in each direction on a travel path not less than 11 ft in width.

COMMERCIAL AND RESIDENTIAL DRIVEWAYS

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

Article 9.71.03 - Construction Method is supplemented as follows:

General

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

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

The Contractor shall schedule operations so that pavement removal and roadway resurfacing shall be

completed full width across a roadway section by the end of a workday (work night), or as directed by the Engineer.

All trenches shall be backfilled or covered with steel plates at the end of each work day. At no time will alternating one-way traffic patterns be allowed outside of normal work hours.

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

When the Contractor is excavating adjacent to the roadway the Contractor shall provide a three foot shoulder between the work area and travel lanes with traffic drums spaced every 50 feet with in the three foot shoulder area. At the end of the workday if the vertical drop off exceeds 3 inches the Contractor shall provide a temporary traversable slope of 4:1 or flatter that is acceptable to the Engineer. The cost of furnishing, installing and removing the material for the traversable slope shall be included in the contract lump sum price for M&PT.

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

Material Storage

The Contractor shall not store any material on site which would present a safety hazard to the motorists (e.g. fixed object or obstruct sight lines) or pedestrians.

Full Depth Reconstruction

During the allowable period, the Contractor shall on a daily basis excavate a reasonable length of existing roadway, prepare the subgrade and install the subbase and processed aggregate base to the permanent locations and elevations as shown on the cross sections or as directed by the Engineer.

Excavation and installation of subbase and processed aggregate base and all temporary connections to abutting driveways and existing roadways must be accomplished in a satisfactory manner prior to the end of each work day/night.

On the next to last day of the work week, the Contractor must ensure that the processed aggregate base layer has been completed and fine graded and is ready for the placement of the first course of bituminous concrete pavement.

On the last day of the work week (usually considered to be Friday), the Contractor shall install a sufficient number of intermediate courses of bituminous concrete pavement for that length of roadway that was prepared during the past four workdays. The final course of pavement shall not be installed at this time. Temporary pavement markings shall be installed on the intermediate course of bituminous concrete pavement mentioned above in accordance with Article 9.71.03 as contained in the Special Provision "Maintenance and Protection of Traffic".

When the installation of all the intermediate courses of bituminous concrete pavement is completed for an entire roadway, the Contractor shall install the final course of bituminous concrete pavement. Final pavement markings shall be installed on the final course of bituminous concrete pavement in accordance with Article 9.71.03 as contained in the Special Provision “Maintenance and Protection of Traffic”.

REQUIREMENTS FOR WINTER

The Contractor shall schedule a meeting with representatives of the Engineer and Representative of the Town to determine what interim traffic control measures the Contractor must accomplish for the winter to provide safety to the motorist and permit adequate snow removal procedures.

SIGNING PATTERNS

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

PAVEMENT MARKINGS

Pavement Markings - Non-Limited Access Roadways

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

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

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

Temporary Pavement Markings

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

1. These temporary pavement markings shall include centerlines, lane lines (solid and broken), and stop bars.
2. Centerlines shall consist of two 4 inch wide yellow markings, 2 feet in length, side by side, 4 inches apart, at 40 foot intervals.
3. Lane lines shall consist of 4 inch wide white markings, 2 feet in length, at 40 foot intervals.

4. No passing zones shall be posted with signs in those areas where the final centerlines have not been established on two-way roadways.
5. Stop bars may consist of two 6 inch wide white markings or three 4 inch wide white markings placed side by side.
6. The temporary plastic pavement marking tape shall be installed in accordance with Section 12.12.
7. The Contractor shall remove and dispose of the temporary plastic pavement marking tape prior to another course of bituminous concrete pavement being installed.

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

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

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

Final Pavement Markings

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

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

TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for a safer and more efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

Traffic Control Patterns

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder or is within the clear zone. For

each situation, the installation of traffic control devices shall be based on the following:

- Speed and volume of traffic.
- Duration of operation.
- Exposure to hazards.

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

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

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

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

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

Traffic control patterns are not required for vehicles on an emergency patrol type activity or for a short duration stop of up to one hour, as long as the equipment is contained within the shoulder. Flashing lights, arrow boards, truck-mounted or trailer-mounted impact attenuators, and appropriate Trafficperson(s) shall be used when required.

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

Placement of Signs

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

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

The Construction Traffic Control Plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans.

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

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

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

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

Table 1 – Minimum Taper Length

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

1. Work Zone Safety Meetings

- 1.a) Prior to the commencement of work, a Work Zone Safety Meeting shall be conducted with representatives from DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the Project. DOT Traffic Engineering shall be invited to the Work Zone Safety Meeting. Other Work Zone Safety Meetings during the course of the Project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the Meeting to outline the anticipated traffic control issues during the construction of this Project. Any issues that can't be resolved at these Meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda shall include:
 - i. Review Project scope of work and time;
 - ii. Review Section 1.08, Prosecution and Progress;
 - iii. Review Section 9.70, Trafficpersons;
 - iv. Review Section 9.71, Maintenance and Protection of Traffic;

- v. Review Contractor's schedule and method of operations;
- vi. Review special concern areas: ramps, turning roadways, medians, lane drops, etc.;
- vii. Open discussion of work zone questions and issues;
- viii. Discussion of review and approval process for changes in Contract requirements as they relate to work zone areas.

2. General

- 2.a) Traffic control patterns shall only be installed if the required minimum number of signs, traffic cones, traffic drums, and other equipment (i.e. one Arrow Board for each lane closed, two Truck-Mounted or Trailer-Mounted Attenuators (TMAs), Changeable Message Sign, etc.) are on Site.
- 2.b) The Contractor shall have spare maintenance and protection of traffic equipment (TMAs, Arrow Board, Changeable Message Sign(s), construction signs, traffic cones, traffic drums, etc.) available at all times in case of mechanical failures, etc. Spare maintenance and protection of traffic equipment installed as a result of a sudden equipment breakdown shall be replaced by the Contractor within 24 hours.
- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel, and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for lost time.
- 2.d) In cases of differences of opinion between the Contractor and the Inspection staff, the Contractor shall follow the directions of the Engineer. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

3. Installing and Removing Traffic Control Patterns

- 3.a) Lane closures shall be installed beginning with the advance warning signs and proceeding forward toward the work area.
- 3.b) Lane closures shall be removed in the reverse order, beginning at the end of the work area, or traffic control pattern, and proceeding back toward the advance warning signs.
- 3.c) Stopping traffic may be allowed within the allowable hours stated in Section 1.08.04:
 - i. For those activities stated within the Contract.
 - ii. During paving, milling operations, or similar activities where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway so traffic does not travel across the longitudinal joint or difference in roadway elevation.
 - iii. To move slow moving equipment across live traffic lanes into the work area.

- 3.d) The Contractor shall adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.e) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging with or exiting from the mainline traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.
- 3.f) Workers are prohibited from crossing the travel lanes on limited access roadways to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

4. Implementation of Rolling Road Block (RRB)

- 4.a) Temporary road closures using a RRB may be allowed on limited access highways for operations associated with the installation and removal of temporary lane closures. RRB may be allowed for the installation and removal of lead signs and lane tapers only and shall meet the following requirements:
 - i. Refer to the Limitation of Operations Chart provided in Section 1.08.04 for the hours allowed for implementing a RRB operation. The Contractor shall only implement a RRB operation within the hours shown in the Chart.
 - ii. In areas with good sight lines and full shoulders, signs on the side of the road opposite the traffic pattern should be installed in a separate operation.
 - iii. TMAs equipped with Arrow Boards shall be used to slow traffic to implement the RRB. State Police Officers in marked vehicles may be used to support the implementation of the RRB. The RRB shall start by having all vehicles, including TMAs and police vehicles, leave the shoulder or on-ramp and accelerate to normal roadway speeds in each lane. The vehicles will then position themselves side by side and decelerate to the RRB speed on the highway.
 - iv. A Pre-Warning Vehicle, as specified elsewhere in the Contract, shall be used to advise the motorists that sign pattern installation or removal is underway.
 - v. The RRB duration shall not exceed 15 minutes from the start of the traffic block until all lanes are opened as designated in the Limitation of Operations chart. If the RRB duration exceeds 15 minutes on 2 successive shifts, no further RRB will be allowed until the Contractor obtains approval for a revised installation procedure from the District.
 - vi. RRB shall not be used to expand a lane closure pattern to an additional lane during the shift. The workers and equipment required to implement the additional lane closure should be staged from within the closed lane. TMAs (and State Police if available) shall be used to protect the workers installing the taper in the additional lane.

- vii. Exceptions to these work procedures may be submitted to the District Office for consideration. A minimum of 2 business days shall be allowed for review and comment by the District.
- viii. The Engineer and the Contractor will review and discuss the RRB procedures (including any revisions) in advance of the work. The implementation of the agreed upon plan will be reviewed with the State Police during the Work Zone Safety Meeting held before each shift involving temporary lane closures. If the State Police determine that alternative procedures should be implemented for traffic control during the work shift, the Department and Contractor will attempt to resolve any discrepancies with the duty sergeant at the Troop. If the discrepancies are unable to be resolved prior to the start of the shift, then the work will proceed as recommended by the Department. Any unresolved issues shall be addressed the following day.

5. Use of Arrow Boards

- 5.a) On limited access roadways, one Arrow Board shall be used for each lane that is closed. The Arrow Board shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the Construction Traffic Control Plans. Additional Arrow Boards shall be deployed if sight distances are limited.
- 5.b) On non-limited access roadways, the use of an Arrow Board for lane closures is optional. The roadway geometry, sight distance, and traffic volume shall be considered in the decision to use the Arrow Board.
- 5.c) A vehicle displaying an arrow board shall be equipped with high-intensity rotating, flashing, oscillating, or strobe lights.
- 5.d) The flashing arrow mode shall be used for lane closure (merge) tapers.
- 5.e) The flashing arrow mode shall not be used for temporary alternating one-way traffic operations or to laterally shift lanes of traffic.
- 5.f) The flashing double arrow mode shall only be used for closing a center lane on a multilane roadway where adjacent left and right lanes remain open.
- 5.g) For shoulder work or roadside work near the shoulder, the Arrow Board shall be positioned in the shoulder and the flashing alternating diamond mode should be used.
- 5.h) The flashing alternating diamond caution mode should also be used when supplemental Arrow Boards are positioned in an already closed lane.

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

- 6.a) On limited access roadways, lane closures shall use a minimum of two TMAs to install and

remove traffic control patterns. If two TMAs are not available, then the pattern shall not be installed.

- 6.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to utilize the TMAs.
- 6.c) On limited access roadways, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane to establish the advance and transition signing. The Arrow Board mounted on the TMA shall be in the arrow mode when taking the lane. The sign truck and workers shall be at sufficient distance ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Portable Changeable Message Signs, signs, Arrow Boards, and cones/drums are installed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when traveling in the closed lane.
- 6.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The Arrow Board mounted on the TMA should be in the flashing alternating diamond caution mode when in the closed lane.
- 6.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to Section 18.06. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) shall be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.
- 6.f) TMAs will be paid for in accordance with how the unit is used. If it is used as a TMA and is in the proper location as specified, then it will be paid for at the specified hourly rate for Truck-Mounted or Trailer-Mounted Impact Attenuator. When the TMA is used as an Arrow Board, it will be paid for at the daily rate for Arrow Board. If a TMA is used to install and remove a pattern and is also used as an Arrow Board in the same day, then the unit will be paid for as a Truck-Mounted or Trailer-Mounted Impact Attenuator for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove). If the TMA is also used as an Arrow Board during the same day, then the unit will only be paid for at the daily rate as an Arrow Board.

7. Use of Traffic Drums and Traffic Cones

- 7.a) On limited-access highways, ramps, and turning roadways:
 - i. Traffic drums shall be used for taper channelization.

- ii. Traffic drums shall be used to delineate raised catch basins and other hazards.
 - iii. Traffic cones with a minimum height of 42 inches may be used in place of drums in the tangent section of a closed lane or shoulder.
 - iv. Traffic cones less than 42 inches in height shall not be used.
- 7.b) On all roadways:
- i. Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
 - ii. Traffic cones shall not be left unattended.
 - iii. Traffic cones with a minimum height of 42 inches shall be used when the posted speed limit is 45 MPH or above.
- 7.c) Typical spacing of traffic drums and/or cones shown on the Construction Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

8. Use of Barricade Warning Lights

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

9. Use of Portable Changeable Message Signs (PCMS)

- 9.a) On limited access roadways, one PCMS shall be used in advance of the traffic control pattern for all lane closures. Prior to installing the pattern, the PCMS shall be installed and in operation, displaying the appropriate lane closure information. The PCMS shall be positioned $\frac{1}{2}$ to 1 mile ahead of the start of the lane closure taper. If the distance to the nearest exit ramp is greater than the specified $\frac{1}{2}$ to 1 mile distance, then an additional PCMS shall be positioned a sufficient distance ahead of the exit ramp (and before the previous on-ramp where practical) to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 9.b) On non-limited access roadways, the use of PCMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume shall be considered in the decision to use the PCMS.

- 9.c) PCMS should be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where a traffic barrier is not available to shield the PCMS, it should be placed off the shoulder and outside of the clear zone. If a PCMS has to be placed on the shoulder of the roadway or within the clear zone, it should be placed on the paved shoulder with a minimum of five traffic drums placed in a taper in front of it to delineate its position. The taper shall meet minimum distance requirements for a shoulder closure. The PCMS shall be protected if it is used for a continuous duration of 36 hours or more.
- 9.d) The PCMS shall be removed from the clear zone and have the display screen cleared and turned 90 degrees away from the roadway when the PCMS is no longer required.
- 9.e) The PCMS should not be used within 1,000 feet of an existing PCMS or Variable Message Sign (VMS).
- 9.f) A PCMS message shall:
 - i. consist of no more than two phases;
 - ii. contain no more than three lines of text per phase;
 - iii. have no more than eight characters per line, including spaces.
- 9.g) The PCMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs. The PCMS should not be used for generic messages (ex.: Road Work Ahead, Bump Ahead, Gravel Road, etc.) or for messages that need to be displayed for long periods of time, such as during stage construction. These types of messages should be displayed with construction signs. Special signs shall be coordinated with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.
- 9.h) Typical messages that are allowed on the PCMS are shown below. Approval must be received from the Office of Construction for any message(s) different than the typical messages shown in Figure 1.
- 9.i) All messages shall comply with the information provided in Tables 2 and 3.

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

Figure 1: Typical PCMS Messages

Table 2: Acceptable Abbreviations

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

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

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

Table 3: Unacceptable Abbreviations

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

10. Use of State Police Officers

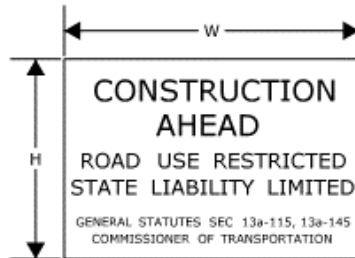
- 10.a) State Police may be used only on limited access highways and secondary roadways that are under their primary jurisdiction. A minimum of one Officer may be used per critical sign pattern; however, a State Police presence is not required. Shoulder closures and right lane closures can generally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

ATTACHMENT “A”

CONSTRUCTION TRAFFIC CONTROL PLANS

SERIES 16 SIGNS
REGULATORY SIGNS
NOTES
PLAN 13 (2 SHEETS)
PLAN 14
PLAN 15
PLAN 16
PLAN 17
PLAN 18

SERIES 16 SIGNS



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



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

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

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

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

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

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

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

CONSTRUCTION TRAFFIC CONTROL PLAN
SERIES 16 SIGNS

SCALE: NONE

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

Tracy L. Fogarty
PRINCIPAL ENGINEER

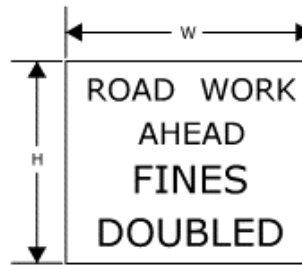
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REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

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

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

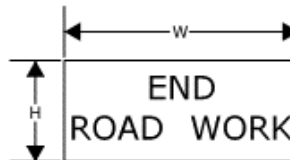
	W	H
31-1906	48" x	42"
31-1907	60" x	54"



"END ROAD WORK" SIGN

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

	W	H
80-9606	36" x	18"
80-9612	48" x	24"



SCALE: NONE

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

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED IN ADVANCE TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. TRAFFIC CONES AND PORTABLE CONSTRUCTION SIGNS SHALL NOT BE LEFT UNATTENDED.
5. ALL CONFLICTING SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 48 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT $\leq$ 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION FROM SUNSET TO SUNRISE, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A PORTABLE CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF MILE TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
10. SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180'
35	245'
40	320'
45	540'
50	600'
55	660'
65	780'

CONSTRUCTION TRAFFIC CONTROL PLAN

NOTES

SCALE: NONE

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

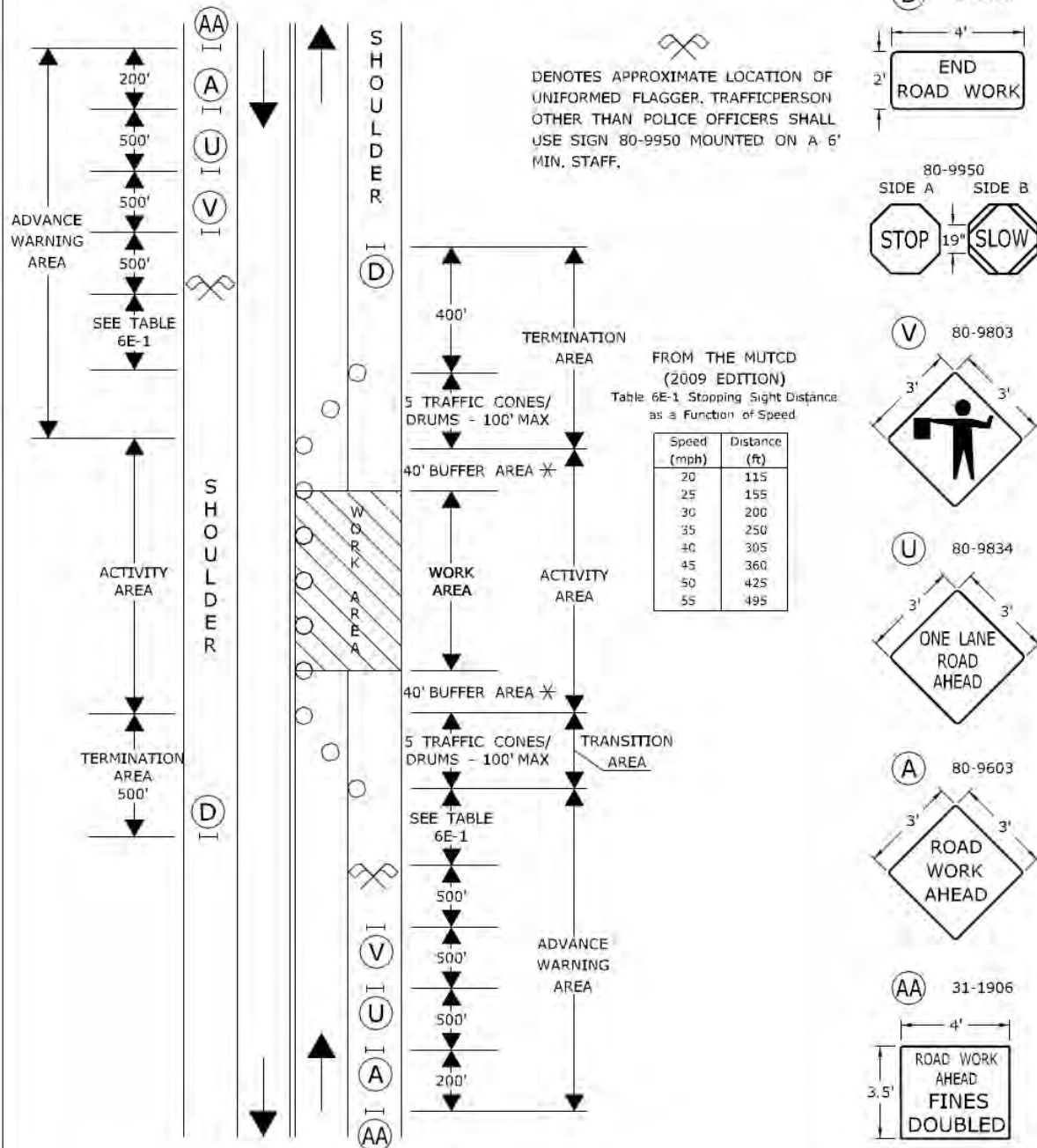
Tracy L. Fogarty
PRINCIPAL ENGINEER

Tracy L. Fogarty, P.E.
2019.09.13 06:47:47-04107

ITEM # 0971001A

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

SIGN FACE
108 SQ. FT (MIN.)



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



SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:55:23-04'00'

ITEM # 0971001A

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

SIGN FACE
108 SQ. FT (MIN.)

HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

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

A. TO STOP TRAFFIC

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



B. TO DIRECT TRAFFIC TO PROCEED

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



C. TO ALERT OR SLOW TRAFFIC

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



- ☐ TRAFFIC CONE **OR** TRAFFIC DRUM
- * OPTIONAL ☒ TRAFFIC DRUM ☐ PORTABLE SIGN SUPPORT
- ☒ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

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

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

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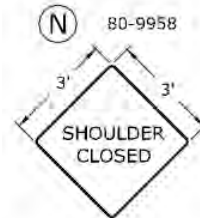
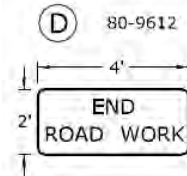
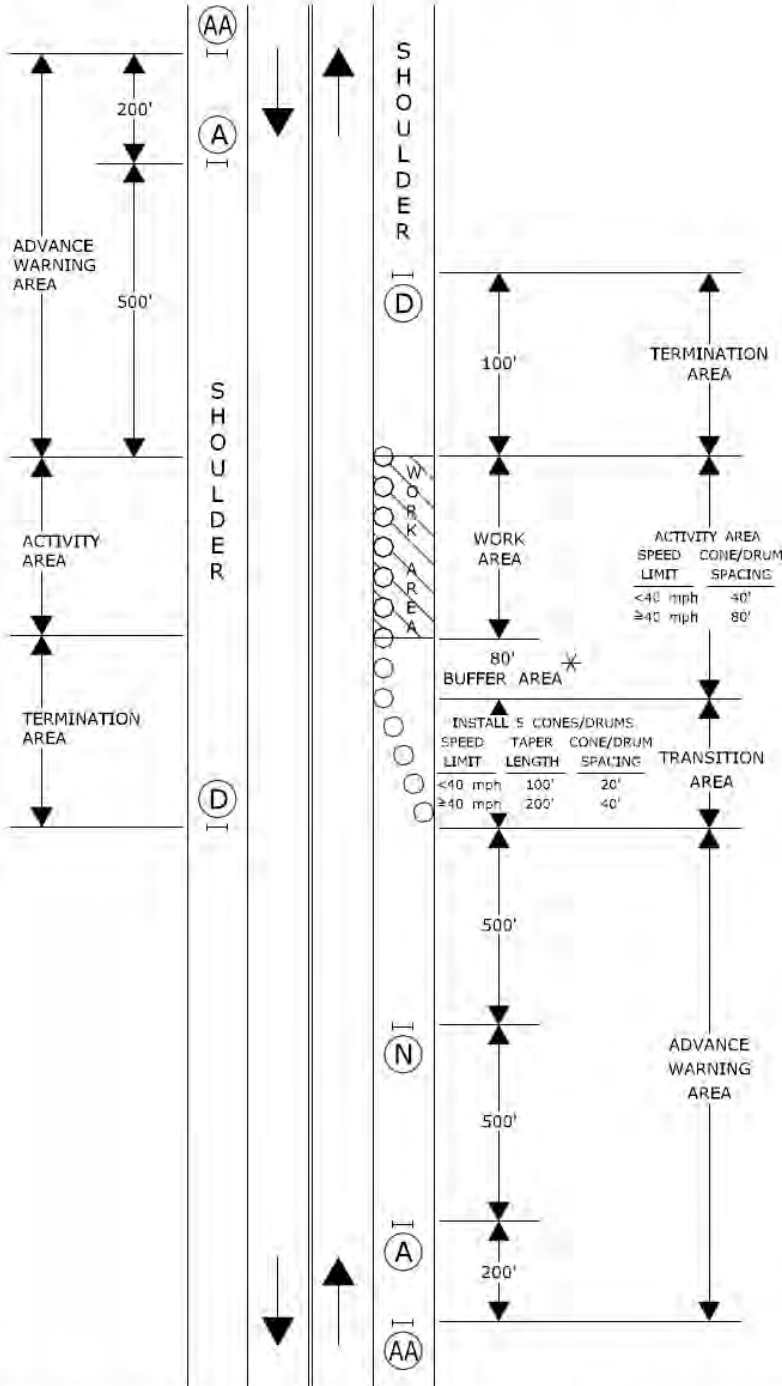
Charles S. Harlow
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:55:45-04'00'

ITEM # 0971001A

WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE
71 SQ. FT (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 14

SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

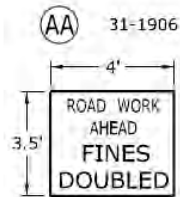
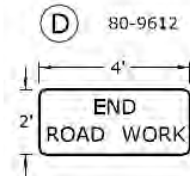
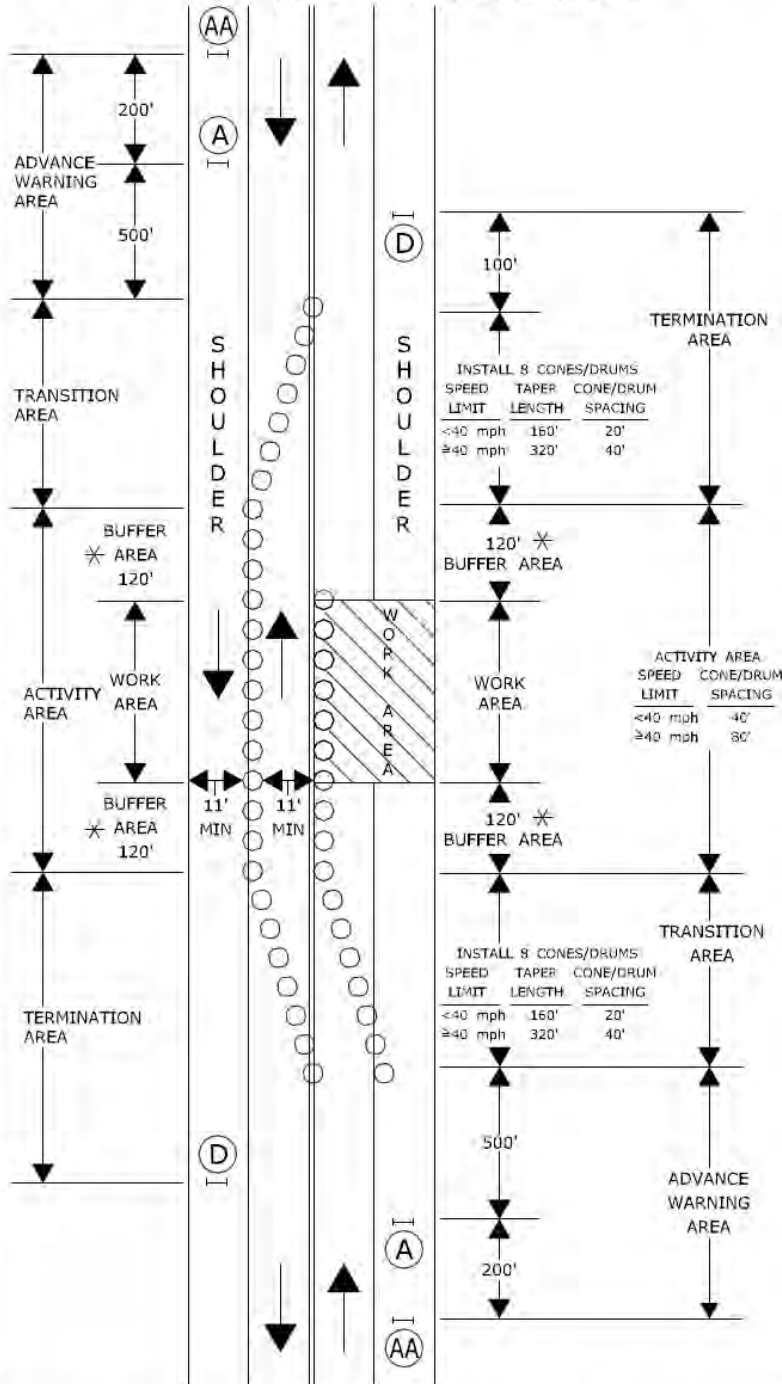
PRINCIPAL ENGINEER

Charles S. Harlow
2012.05.05 15:56:09-04'00'

ITEM # 0971001A

WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY

SIGN FACE
62 SQ. FT (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 15

SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

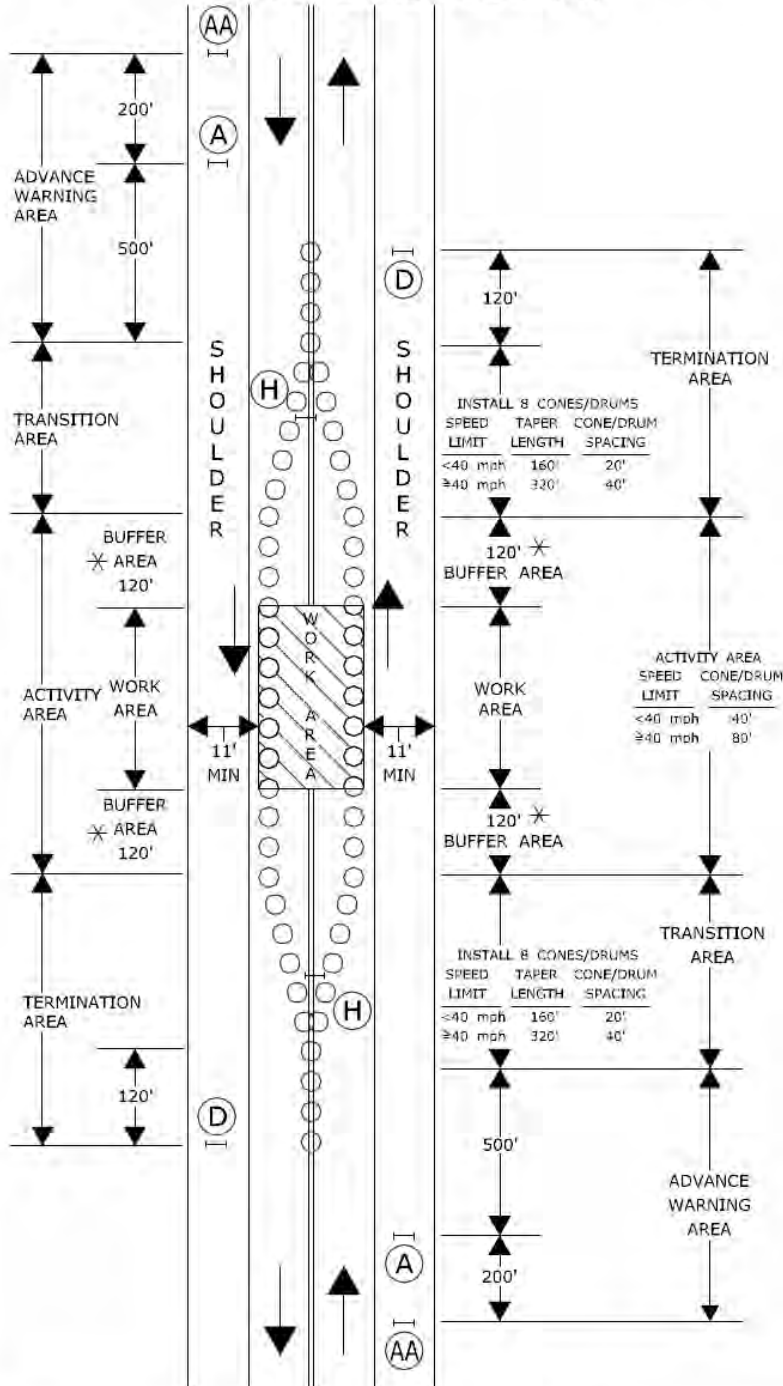
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:56:29-04:00

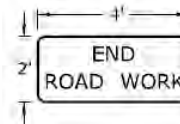
ITEM # 0971001A

WORK IN MIDDLE OF ROADWAY TWO LANE HIGHWAY

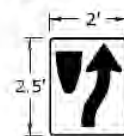
SIGN FACE
72 SQ. FT (MIN.)



(D) 80-9612



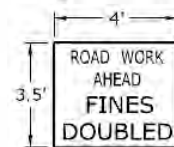
(H) 31-1526



(A) 80-9603



(AA) 31-1906



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 16

SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

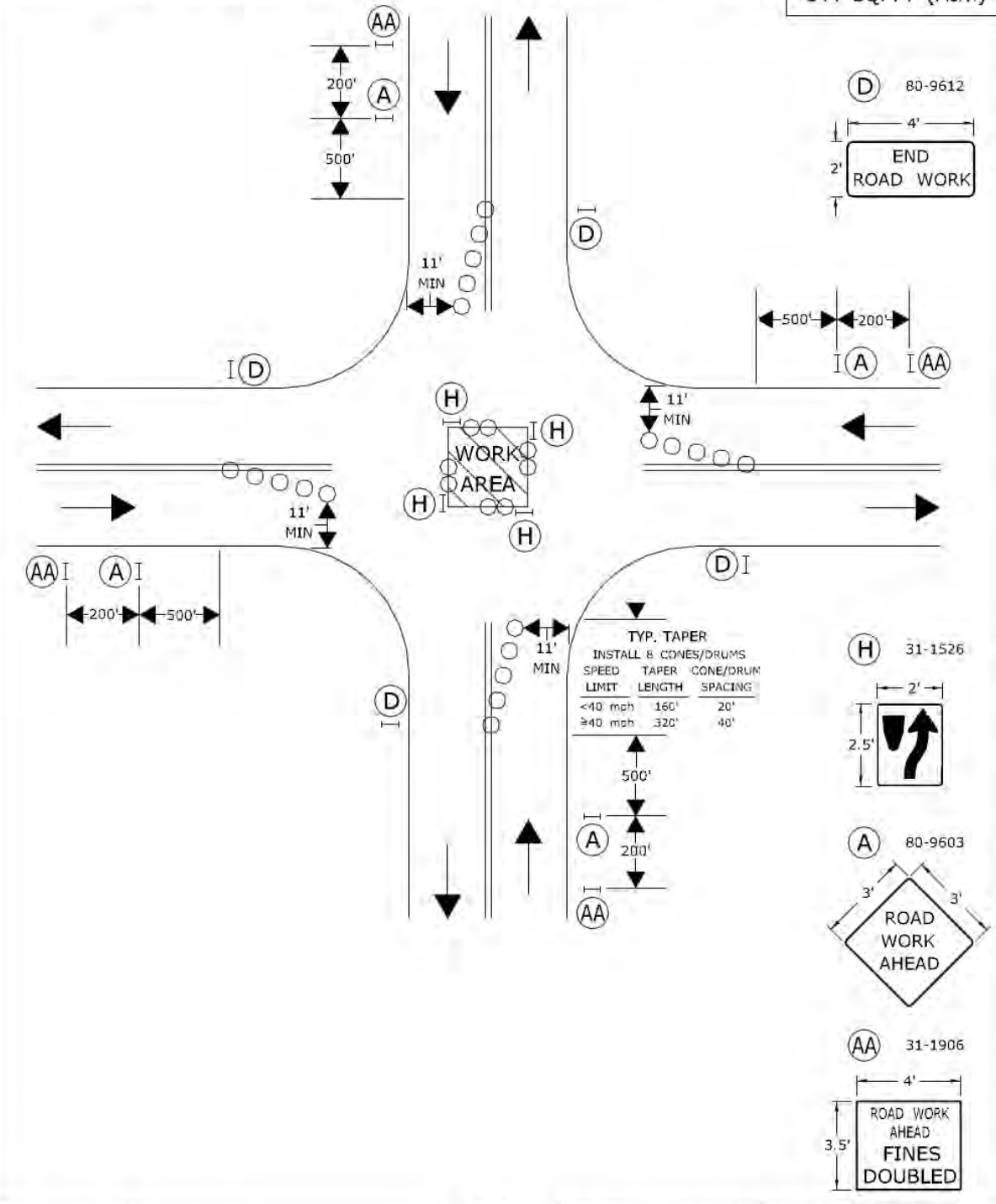
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:56 51-04'00

ITEM # 0971001A

WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE
144 SQ. FT. (MIN.)



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



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 17

SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

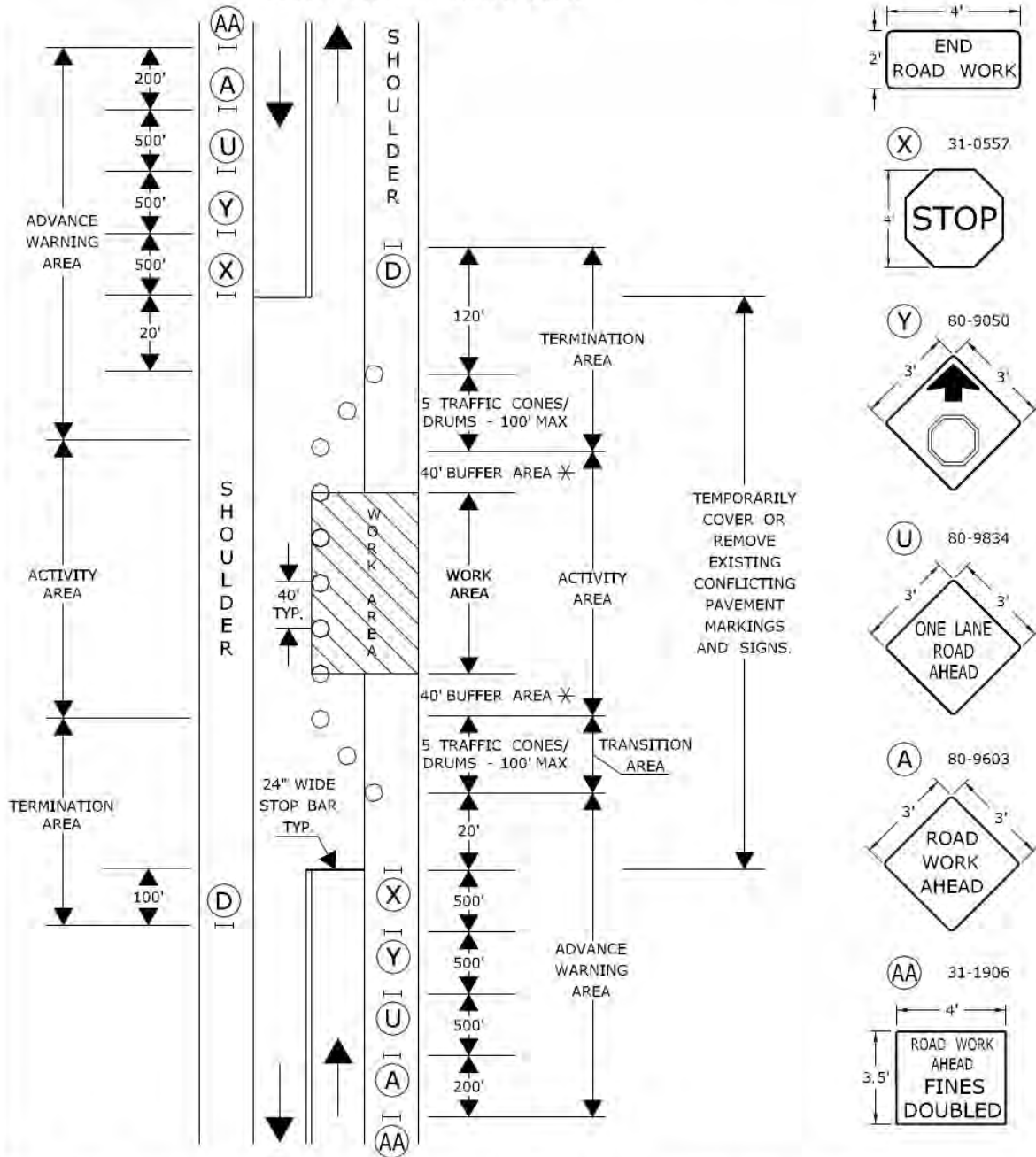
PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:57:16-04'00

ITEM # 0971001A

WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS STOP SIGN CONTROL

SIGN FACE
125 SQ. FT (MIN.)



○ TRAFFIC CONE OR TRAFFIC DRUM
✕ OPTIONAL ✕ TRAFFIC DRUM — PORTABLE SIGN SUPPORT
← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

PLAN 18

SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

PRINCIPAL ENGINEER

Charles S. Harlow
2012.06.05 15:57:37-0400

ITEM # 0971001A

END OF SECTION

ITEM #0981101A - OPPOSING TRAFFIC LANE DIVIDER

Article 9.81.01 - Description:

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

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

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

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

Article 9.81.02 - Materials:

- 1) Panel - The vertical panel shall be constructed of a flexible material resistant to ultraviolet light, ozone and hydrocarbons. The surface shall be smooth and suitable for adherence of appropriate retroreflective sheeting. The retroreflective sheeting shall be Type IV retroreflective sheeting in accordance with Section M.18.09.
- 2) Support Post - The support post shall be made of a material resistant to ultraviolet light, ozone, and hydrocarbons. The post shall have sufficient stiffness to remain rigid in windy conditions. The support shall be designed to recover automatically to a vertical position or manually restored (when fastened to the roadbed), if struck by a vehicle.
- 3) Base - The base shall consist of a metal ballast plate fastened to a rubber base. For long-term use, the metal ballast plate can be fastened directly to the roadbed. When fastened to the roadbed, the post will need to be manually reset when hit. The base shall meet the requirements of the Federal Highway Administration's Strategic Highway Research Program (SHRP).

Article 9.81.03 - Construction Methods:

The Opposing Traffic Lane Dividers shall be spaced every 30 feet apart or as directed by the Engineer. The Contractor shall insure that the devices are kept clean and bright. Any devices that are missing, damaged, or defaced so that they are not effective, as determined by the Engineer and in accordance with the American Traffic Safety Services Association (ATSSA) guidelines contained in "Quality

Standards for Work Zone Traffic Control Devices”, shall be replaced by the Contractor at no cost to the State. When no longer required, they shall remain the property of the Contractor.

Article 9.81.04 - Method of Measurement:

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

Article 9.81.05 - Basis of Payment:

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

Jaime Lloret	TEST BORING REPORT ASSOCIATED BORINGS CO., INC. 119 MARGARET CIRCLE, NAUGATUCK, CT 06770 Tel (203) 729-5435 Fax (203) 729-5116	SHEET 1 OF 1
DRILLER		CME-45B
INSPECTOR		DRILLING EQUIPMENT Cardinal Engineering Assoc., Inc.
DATE; 8/17/2021		CLIENT

PROJECT NAME: Pavement Rehabilitation Study
 PROJECT NUMBER:
 LOCATION: **Campville Road**
POWER DRILL SOUNDING REPORT

Station	Offset	Elev	Probe #	From	To	Remarks: Soil Encountered, Groundwater Depth, Refusal Etc.
			B-1	0	3"	Bituminious Concrete
				3"	4.5	Gr. Br. M-F Sand, Some Silt, Little C-F Gravel,
						Samples: 0.5' to 2.5' Blows 16-15-11-10 Recovery - 20"
						2.5' to 4.5' Blows 10-11-12-40 Recovery - 20"
						End of Boring - 4.5' G.W.O. - None
			B-2	0	2"	Bituminious Concrete
				2"	2	Br. C-F Sand, Some C-F Gravel, Tr. Silt (Fill)
				2	4.5	Gr. Br. M-F Sand, Some Silt, Little C-F Gravel,
						Samples: 0.5' to 2.5' Blows 10-15-17-19 Recovery - 20"
						2.5' to 4.5' Blows 14-17-21-30 Recovery - 18"
						End of Boring - 4.5' G.W.O. - None
			B-3	0	5"	Bituminious Concrete
				5"	4.5	Gr. Br. M-F Sand, Some Silt, Little C-F Gravel,
						Samples: 0.5' to 2.5' Blows 15-17-20-20 Recovery - 24"
						2.5' to 4.5' Blows 14-18-18-19 Recovery - 12"
						End of Boring - 4.5' G.W.O. - None
			B-4	0	4"	Bituminious Concrete
				4"	2	Br. C-F Sand, Some C-F Gravel, Tr. Silt (Fill)
				2	4.5	Yellow Br. M-F Sand, Little Silt, Tr. C-F Gravel,
						Samples: 0.5' to 2.5' Blows 6-8-8-10 Recovery - 24"
						2.5' to 4.5' Blows 10-7-8-8 Recovery - 18"
						End of Boring - 4.5' G.W.O. - None
			B-5	0	2"	Bituminious Concrete
				2"	4.5	Gr. Br. M-F Sand, Some Silt, Little C-F Gravel,
						Samples: 0.5' to 2.5' Blows 10-12-15-15 Recovery - 20"
						2.5' to 4.5' Blows 15-12-12-15 Recovery - 18"
						End of Boring - 4.5' G.W.O. - None
			B-6	0	5"	Bituminious Concrete
				5"	2	Br. M-F Sand, Some C-F Gravel, Little Silt (Bedrock Outcrop at Boring)
						Samples: 0.5' to 2.0' Blows 17-15-5-X Recovery - 12"
						Refusal - 2.0 End of Boring - 2.0' G.W.O. - None
			B-7	0	6"	Bituminious Concrete
				6"	2	Br. C-F Sand, Some C-F Gravel, Tr. Silt (Fill)
				2	4.5	Gr. Br. M-F Sand, Some Silt, Tr. C-F Gravel,
						Samples: 0.5' to 2.5' Blows 15-12-17-11 Recovery - 18"
						2.5' to 4.5' Blows 6-8-8-9 Recovery - 12"
						End of Boring - 4.5' G.W.O. - None
			B-8	0	5"	Bituminious Concrete
				5"	1	Br. C-F Sand, Some C-F Gravel, Tr. Silt (Fill)
				1	4	Gr. Br. M-F Sand, Some Silt, Tr. C-F Gravel,
						Samples: 0.5' to 2.5' Blows 8-12-13-15 Recovery - 24"
						2.5' to 4.0' Blows 11-8-50-X Recovery - 18"
						Refusal - 4.0 End of Boring - 4.0' G.W.O. - None
						3" SPOON USED FOR SAMPLES...BLOW COUNTS ARE ONLY USED FOR REFERENCE

PROPORTIONS USED: TRACE = 1-10% LITTLE = 10-20% SOME = 20-35% AND = 35-50%