

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659

BID NO.:
07PSX0271
Bid Due Date:
31 October 2007

Celeste Cashman  
Contract Specialist

(860)713-5067  
Telephone Number

## BID ADDENDUM #2

DESCRIPTION: Statewide Maintenance of the Department of Transportation's Incident Management System (IMS)  
FOR:  
Department of Transportation, 2800 Berlin Turnpike, Newington, CT 06131

### BIDDERS NOTE:

Question #1: On page 32 of 51 under Workers' Compensation there seems to be missing verbiage. It looks as though a sentence was not started. Can we get clarification on what is missing?

### Answer #1 - D. WORKERS' COMPENSATION

With respect to all operations the contractor performs and all those performed for the contractor by subcontractor(s), the contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremens and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

Question #2: Are all of the wage rates provided in the bid documents? There was no rate for low voltage technicians. Since the CMS are run with low voltage an electrician is not required to perform the work. If no rate is provided for this work are we able to pay our own rate?

Answer #2 Those workers shall be paid in accordance with the wage rates listed for electricians"

Prevailing Wage Rates attached. See over for documents  
Also required are the documents contained in the link below.

[www.ctdol.state.ct.us/wgwkstnd/bidpack.htm](http://www.ctdol.state.ct.us/wgwkstnd/bidpack.htm)

Question #3: Since we are the sign manufacture and the potential maintenance contractor, will we follow the same procedure for billing parts?

Answer #3: Replacement Parts shall be paid for at the Manufacturer's List Price in effect at the time of the purchase, plus a 15% mark-up on the material only. Awarded Contractors who are OEM Manufacturers will be allowed a 10% markup to their list prices. Replacement parts available through original equipment manufacturers (OEM) or existing ConnDOT inventory shall be used whenever possible

**This Addendum must be Signed & Returned with your Bid.**

\_\_\_\_\_  
Authorized Signature of Bidder

\_\_\_\_\_  
Company Name

APPROVED \_\_\_\_\_

Celeste S. Cashman  
Contract Specialist

(Original Signature on Document in Procurement Files)

**Project Maintenance Of The Department Of Transportation's Incident Management System**

**Minimum Rates and Classifications for Heavy Construction**

H 10158

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

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

**Project Number  
FAP**

**Project Town Hartford  
State**

**Project Maintenance Of The Department Of Transportation's Incident Management System**

**CLASSIFICATION**

**Hourly Rate**

**Benefits**

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 7\*\*

1) Boilermaker	\$31.65	8.72 + 32%
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$30.50	17.39
2) Carpenters, Piledrivermen	\$26.65	16.21
2a) Diver Tenders	\$26.65	16.21
3) Divers	\$35.11	16.21

**As of:** 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

4) Painters: Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$36.40	13.30
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)	\$33.10	18.02
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$31.05	21.18 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	\$33.57	18.96
----LABORERS----		
8) Group 1: Laborer (Unskilled)	\$23.00	13.40
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen.	\$23.25	13.40
10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)	\$23.35	13.40
11) Group 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters.	\$23.50	13.40
12) Group 5: Toxic waste workers (non-mechanical systems).	\$25.00	13.40

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

13) Group 6: Blasters \$24.75 13.40

Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe). \$24.00 13.40

Group 8: Traffic control signalmen. \$15.00 13.40

----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.----

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders \$27.25 13.40 + a

13b) Brakemen, Trackmen \$26.45 13.40 + a

14) Concrete Workers, Form Movers, and Strippers \$26.45 13.40 + a

15) Form Erectors \$26.73 13.40 + a

----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers \$26.45 13.40 + a

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

17) Laborers Topside, Cage Tenders, Bellman \$26.35 13.40 + a

18) Miners \$27.25 13.40 + a

---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders \$32.53 13.40 + a

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts \$30.87 13.40 + a

21) Mucking Machine Operator \$33.20 13.40 + a

----TRUCK DRIVERS----(\*see note below)

Two axle trucks \$25.43 11.5225

Three axle trucks; two axle ready mix \$25.53 11.5225

Three axle ready mix \$25.58 11.5225

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

Four axle trucks, heavy duty trailer (up to 40 tons)	\$25.63	11.5225
Four axle ready-mix	\$25.68	11.5225
Heavy duty trailer (40 tons and over)	\$25.88	11.5225
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$25.68	11.5225

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over.	\$32.05	16.05 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer)	\$31.73	16.05 + a
Group 3: Backhoe; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber tire backhoe (Drott-1085 or	\$30.99	16.05 + a
Group 4: Trenching machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper)	\$30.60	16.05 + a
Group 5: Specialty Railroad Equipment; 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" Mandrell)	\$30.01	16.05 + a

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Grader	\$30.01	16.05 + a
Group 6: Front end loader (3 up to 7 cubic yards); Bulldozer.	\$29.70	16.05 + a
Group 7: Asphalt roller; concrete saws and cutters (ride on type); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Maching (24" and Under Mandrel).	\$29.36	16.05 + a
Group 8: Mechanic, grease truck operator, hydroblaster, barrier mover, power stone spreader; welder; work boat under 26 ft.; transfer machine.	\$28.96	16.05 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), (Bobcat or similar); fork lift, power chipper; landscape equipment (including hydroseeder).	\$28.53	16.05 + a
Group 10: Vibratory hammer, Ice machine, Diesel and Air Hammer, etc..	\$27.96	16.05 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), robot demolition equipment.	\$26.49	16.05 + a
Group 12: Wellpoint operator.	\$26.43	16.05 + a
Group 13: Compressor Batter Operator.	\$25.85	16.05 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	\$24.71	16.05 + a

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator. \$24.30 16.05 + a

Group 16: Maintenance Engineer. \$23.65 16.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator \$25.98 16.05 + a

Group 18: Power safety boat; vaccum truck; zim mixer; sweeper \$25.54 16.05 + a

**\*\*NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)

20) Lineman, Cable Splicer, Dynamite Man \$35.65 10.70 + 6.25%

21) Heavy Equipment Operator \$22.09 10.70 + 6.25%

22) Equipment Operator, Tractor Trailer Driver, Material Men \$30.30 10.70 + 6.25%

23) Driver Groundmen \$26.74 10.70 + 6.25%

*As of:* 10/24/2007



**Project Maintenance Of The Department Of Transportation's Incident Management System**

----LINE CONSTRUCTION----

24) Driver Groundmen	\$25.99	10.70 + 6.25%
25) Groundmen	\$19.06	10.70 + 6.25%
26) Heavy Equipment Operators	\$31.19	10.70 + 6.25%
27) Linemen, Cable Splicers, Dynamite Men	\$34.65	10.70 + 6.25%
28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$29.45	10.70 + 6.25%

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.50 per hour for power equipment operators and \$1.00 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$1.50 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$ .75 extra
- Crane with 200 ft. boom (including jib) - \$1.20 extra
- Crane with 250 ft. boom (including jib) - \$2.50 extra
- Crane with 300 ft. boom (including jib) - \$3.50 extra
- Crane with 400 ft. boom (including jib) - \$4.00 extra
- Crane with 500 ft. boom (including jib) - \$5.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~*

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

**As of:** 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

**All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification -**

**All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)**

**Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.**

**Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.**

**Project Maintenance Of The Department Of Transportation's Incident Management System**

**Minimum Rates and Classifications  
for Heavy Construction**

H 10159

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

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

**Project Number  
FAP**

**Project Town New London  
State**

**Project Maintenance Of The Department Of Transportation's Incident Management System**

**CLASSIFICATION**

**Hourly Rate**

**Benefits**

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 7\*\*

1) Boilermaker	\$31.65	8.72 + 32%
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$30.50	17.39
2) Carpenters, Piledrivermen	\$26.65	16.21
2a) Diver Tenders	\$26.65	16.21
3) Divers	\$35.11	16.21

**As of:** 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

4) Painters: Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$36.40	13.30
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)	\$33.55	17.16
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$31.05	21.18 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	\$33.57	18.96
----LABORERS----		
8) Group 1: Laborer (Unskilled)	\$23.00	13.40
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen.	\$23.25	13.40
10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)	\$23.35	13.40
11) Group 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters.	\$23.50	13.40
12) Group 5: Toxic waste workers (non-mechanical systems).	\$25.00	13.40

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

13) Group 6: Blasters \$24.75 13.40

Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe). \$24.00 13.40

Group 8: Traffic control signalmen. \$15.00 13.40

---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders \$27.25 13.40 + a

13b) Brakemen, Trackmen \$26.45 13.40 + a

---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers \$26.45 13.40 + a

15) Form Erectors \$26.73 13.40 + a

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:---

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	\$26.45	13.40 + a
17) Laborers Topside, Cage Tenders, Bellman	\$26.35	13.40 + a
18) Miners	\$27.25	13.40 + a

----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$32.53	13.40 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$30.87	13.40 + a
21) Mucking Machine Operator	\$33.20	13.40 + a

----TRUCK DRIVERS----(\*see note below)

Two axle trucks	\$25.43	11.5225
Three axle trucks; two axle ready mix	\$25.53	11.5225

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

Three axle ready mix	\$25.58	11.5225
Four axle trucks, heavy duty trailer (up to 40 tons)	\$25.63	11.5225
Four axle ready-mix	\$25.68	11.5225
Heavy duty trailer (40 tons and over)	\$25.88	11.5225
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$25.68	11.5225

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over.	\$32.05	16.05 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer)	\$31.73	16.05 + a
Group 3: Backhoe; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber tire backhoe (Drott-1085 or	\$30.99	16.05 + a
Group 4: Trenching machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper)	\$30.60	16.05 + a

*As of:* 10/24/2007



**Project Maintenance Of The Department Of Transportations Incident Management System**

Group 5: Specialty Railroad Equipment; 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" Mandrell)	\$30.01	16.05 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Grader	\$30.01	16.05 + a
Group 6: Front end loader (3 up to 7 cubic yards); Bulldozer.	\$29.70	16.05 + a
Group 7: Asphalt roller; concrete saws and cutters (ride on type); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Maching (24" and Under Mandrel).	\$29.36	16.05 + a
Group 8: Mechanic, grease truck operator, hydroblaster, barrier mover, power stone spreader; welder; work boat under 26 ft.; transfer machine.	\$28.96	16.05 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), (Bobcat or similar); fork lift, power chipper; landscape equipment (including hydroseeder).	\$28.53	16.05 + a
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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), robot demolition equipment.	\$26.49	16.05 + a
Group 12: Wellpoint operator.	\$26.43	16.05 + a
Group 13: Compressor Batter Operator.	\$25.85	16.05 + a

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). \$24.71 16.05 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator. \$24.30 16.05 + a

Group 16: Maintenance Engineer. \$23.65 16.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator \$25.98 16.05 + a

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\*\*NOTE: SEE BELOW

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21) Heavy Equipment Operator \$22.09 10.70 + 6.25%

22) Equipment Operator, Tractor Trailer Driver, Material Men \$30.30 10.70 + 6.25%

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**Project Maintenance Of The Department Of Transportations Incident Management System**

23) Driver Groundmen	\$26.74	10.70 + 6.25%
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---LINE CONSTRUCTION---

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*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

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**As of:** 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

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**All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification -**

**All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)**

**Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.**

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**Project Maintenance Of The Department Of Transportation's Incident Management System**

**Minimum Rates and Classifications  
for Heavy Construction**

H 10160

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

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**Project Number  
FAP**

**Project Town Fairfield  
State**

**Project Maintenance Of The Department Of Transportation's Incident Management System**

**CLASSIFICATION**

**Hourly Rate**

**Benefits**

01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 7\*\*

1) Boilermaker	\$31.65	8.72 + 32%
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$30.50	17.39
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2a) Diver Tenders	\$26.65	16.21
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**As of:** 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

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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)	\$33.50	17.37
6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$31.05	21.18 + a
7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	\$33.57	18.96
----LABORERS----		
8) Group 1: Laborer (Unskilled)	\$23.00	13.40
9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen.	\$23.25	13.40
10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)	\$23.35	13.40
11) Group 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters.	\$23.50	13.40
12) Group 5: Toxic waste workers (non-mechanical systems).	\$25.00	13.40

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

13) Group 6: Blasters \$24.75 13.40

Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe). \$24.00 13.40

Group 8: Traffic control signalmen. \$15.00 13.40

---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders \$27.25 13.40 + a

13b) Brakemen, Trackmen \$26.45 13.40 + a

---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers \$26.45 13.40 + a

15) Form Erectors \$26.73 13.40 + a

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:---

*As of:* 10/24/2007



**Project Maintenance Of The Department Of Transportation's Incident Management System**

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	\$26.45	13.40 + a
17) Laborers Topside, Cage Tenders, Bellman	\$26.35	13.40 + a
18) Miners	\$27.25	13.40 + a

----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR: ----

19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$32.53	13.40 + a
20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$30.87	13.40 + a
21) Mucking Machine Operator	\$33.20	13.40 + a

----TRUCK DRIVERS----(\*see note below)

Two axle trucks	\$25.43	11.5225
Three axle trucks; two axle ready mix	\$25.53	11.5225

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

Three axle ready mix	\$25.58	11.5225
Four axle trucks, heavy duty trailer (up to 40 tons)	\$25.63	11.5225
Four axle ready-mix	\$25.68	11.5225
Heavy duty trailer (40 tons and over)	\$25.88	11.5225
Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$25.68	11.5225

----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over.	\$32.05	16.05 + a
Group 2: Cranes (100 ton rate capacity and over); Backhoe over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer)	\$31.73	16.05 + a
Group 3: Backhoe; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber tire backhoe (Drott-1085 or	\$30.99	16.05 + a
Group 4: Trenching machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper)	\$30.60	16.05 + a

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

Group 5: Specialty Railroad Equipment; 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" Mandrell)	\$30.01	16.05 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Grader	\$30.01	16.05 + a
Group 6: Front end loader (3 up to 7 cubic yards); Bulldozer.	\$29.70	16.05 + a
Group 7: Asphalt roller; concrete saws and cutters (ride on type); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Maching (24" and Under Mandrel).	\$29.36	16.05 + a
Group 8: Mechanic, grease truck operator, hydroblaster, barrier mover, power stone spreader; welder; work boat under 26 ft.; transfer machine.	\$28.96	16.05 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), (Bobcat or similar); fork lift, power chipper; landscape equipment (including hydroseeder).	\$28.53	16.05 + a
Group 10: Vibratory hammer, Ice machine, Diesel and Air Hammer, etc..	\$27.96	16.05 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), robot demolition equipment.	\$26.49	16.05 + a
Group 12: Wellpoint operator.	\$26.43	16.05 + a
Group 13: Compressor Batter Operator.	\$25.85	16.05 + a

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). \$24.71 16.05 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator. \$24.30 16.05 + a

Group 16: Maintenance Engineer. \$23.65 16.05 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator \$25.98 16.05 + a

Group 18: Power safety boat; vaccum truck; zim mixer; sweeper \$25.54 16.05 + a

\*\*NOTE: SEE BELOW

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)

20) Lineman, Cable Splicer, Dynamite Man \$35.65 10.70 + 6.25%

21) Heavy Equipment Operator \$22.09 10.70 + 6.25%

22) Equipment Operator, Tractor Trailer Driver, Material Men \$30.30 10.70 + 6.25%

*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

23) Driver Groundmen	\$26.74	10.70 + 6.25%
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---LINE CONSTRUCTION---

24) Driver Groundmen	\$25.99	10.70 + 6.25%
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25) Groundmen	\$19.06	10.70 + 6.25%
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26) Heavy Equipment Operators	\$31.19	10.70 + 6.25%
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27) Linemen, Cable Splicers, Dynamite Men	\$34.65	10.70 + 6.25%
---	---------	---------------

28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$29.45	10.70 + 6.25%
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*As of:* 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.50 per hour for power equipment operators and \$1.00 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$1.50 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$ .75 extra
- Crane with 200 ft. boom (including jib) - \$1.20 extra
- Crane with 250 ft. boom (including jib) - \$2.50 extra
- Crane with 300 ft. boom (including jib) - \$3.50 extra
- Crane with 400 ft. boom (including jib) - \$4.00 extra
- Crane with 500 ft. boom (including jib) - \$5.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~~*

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol).*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

**As of:** 10/24/2007

**Project Maintenance Of The Department Of Transportation's Incident Management System**

*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

**All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification -**

**All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)**

**Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.**

**Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.**

BID ADDENDUM  
SP-18 Rev. 05/07  
Prev. Rev. NEW. 11/97

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659

Celeste Cashman  
Contract Specialist

(860)713-5067  
Telephone Number

BID NO.: <b>07PSX0271</b>
Bid Due Date: 31 October 2007

## BID ADDENDUM #1

DESCRIPTION: Statewide Maintenance of the Department of Transportation's Incident Management System (IMS)

FOR:

Department of Transportation  
2800 Berlin Turnpike  
Newington, CT 06131

### BIDDERS NOTE:

Please see other side for answers to questions in reference to the above bid.

Bid due date is changed to read FROM: October 23, 2007 TO: October 31, 2007

**This Addendum must be Signed & Returned with your Bid.**

\_\_\_\_\_  
*Authorized Signature of Bidder*

\_\_\_\_\_  
*Company Name*

APPROVED \_\_\_\_\_

Celeste S. Cashman  
Contract Specialist  
(Original Signature on Document in Procurement Files)

Date Issued: 19 October 2007



Q #1	Will the awarded contractor be able to access the CMS remotely to run their own diagnostics? If not will they be able to get a screen shot of the diagnostics run by the DOT?
A #1	<b>Diagnostics can be performed by either Newington or Bridgeport Operations Centers depending on the location of the equipment being serviced. DOT department staff will provide a verbal report on the phone to the field technician with the results of the diagnostics.</b>
Q # 2	On page 43 of the scope of work training is referenced. With changing technologies is the contractor required to renew its certification with the product manufacture?
A #2	<b>The contract states that a minimum of two technicians are OEM certified and capable of maintaining the equipment for the duration of the contract</b>
Q #3	Major malfunction is defined on page 44 and requires an 8hr. response. Please define Emergency repair on page 34 which requires a 4hr. response.
A #3	<b>Emergency repair is defined as a situation (example: accident) which involves IMS equipment and has been determined by the ConnDOT Engineer to be a hazardous condition requiring immediate attention</b>
Q # 4	Since we are the sign manufacture and the potential maintenance contractor, will we follow the same procedure for billing parts?
A #4	<b>Pending - to be addressed in Addendum #2</b>
Q #4	In reference to lane closures, are police details needed and when?
A #4	<b>Past practice has dictated that State Police personnel are required whenever a travel portion lane on a limited access highway is closed. Any questions regarding State Police requirements during travel lane closures shall be directed to the ConnDOT engineer.</b>
Q #5	Can we get a list of the manufactures of the product that is to be serviced to ensure that we are properly trained?
A #5	<p><b>Required equipment certifications:</b></p> <p>Vicon Industries                    V II - Basic      V II - MX-1</p> <p>American Dynamics -                    CCTV Overview      Domes, PTZ's, and Multiplexers      MegaPower 1024 &amp; Domes</p> <p>Electronic Integrated Systems -        RTMS Model X2 &amp; X3 units.</p> <p>Daktronics Inc. -                    Changeable Message Signs - All ConnDOT Sign Models.</p>
Q #6	Is there a certification requirement to provide lane closures, such as ATSSA?
A #6	<b>Refer to the Specifications and Bid Document under "TRAFFIC CONTROL DURING MAINTENANCE OPERATIONS". These guidelines shall be followed without exception unless if directed otherwise by the ConnDOT Engineer.</b>

Q #7	Are all of the wage rates provided in the bid documents? There was no rate for low voltage technicians. Since the CMS are run with low voltage an electrician is not required to perform the work. If no rate is provided for this work are we able to pay our own rate?
A #7	Pending response from the Department of Labor. To be included in Addendum #2. Also to be included in bid package are the State wage rates, which will also be included in Addendum #2.
Q #8	Can we get a list of all participants that attended the pre-bid meeting?
A #8	Please see attached sign-in sheet for the mandatory meeting.
Q. #9	Bid number is different - please clarify
A. #9	<b>Bid number is 07PSX0271 and will be corrected upon award.</b>
Q. #10	Is bid opening going to be postponed?
A. #1-	<b>Bid due date is changed to read: October 31, 2007.</b>

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION  
165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

Celeste Cashman  
Contract Specialist

(860)713-5067  
Telephone Number

BID NO.:

07PSX0271

Bid Due Date:

23 October 2007

## ATTENDANCE SHEET FOR PRE-BID MEETING

DESCRIPTION: Statewide Maintenance of the Department of Transportation's Incident Management System (IMS)

FOR:  
Department of Transportation

PRE-BID MEETING DATE & TIME:  
11 October 2007 at 9:30

**PLEASE PRINT:**

BIDDER'S REPRESENTATIVE

REPRESENTING

TELEPHONE

FAX #

(include e-mail address)

1	Cindy Mulardo	DAS-Procurement Services	713-5084	cindy.mulardo@ct.gov
2	Celeste Cashman	DAS-Procurement Services	713-5067	
3	Tom Scanlon	Semac Electric		Celeste.Cashman@ct.gov 860-229-0800x333 860-229-0408 TScanlon@SemacElectric.com
4	Mary Matuszak	DOT-Purchasing	860-594-2342	860-594-2111
5	Scott Campbell	CONN DOT Hwy Ops	860-594-3441	scott.campbell@po.state.ct.us
6	Chris Schrenk	Daktronics	605-695-1042	605-697-4700
7	Don Ballsieper	FibreOpticPlus, Inc.	860-646-3581	860-643-2124
8	HAL Decker	DOT - HIGHWAY OPS.	860-594-2636	herald.decker@po.state.ct.us
9				
10				
11				
12				

INVITATION TO BID  
SP-11 Rev. 05/07  
(Prev. Rev. 1/07)

**Celeste Cashman**  
Contract Specialist

**(860)713-5067**  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659



**NOTICE TO VENDORS:** Logon to  
<http://www.das.state.ct.us/busopp.asp>  
click on **Subscribe**(in the eAlert column) and  
complete the form to automatically receive notification  
of new Bids & RFP's **via e-mail.**

[www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp)  
DAS CT State Web Site

[celeste.cashman@ct.gov](mailto:celeste.cashman@ct.gov)  
Contract Specialist E-mail Address

**(860) 622-2905**  
Fax Number

**Invitation to Bid**  
*SPECIFICATIONS & BID DOCUMENTS ATTACHED*

Bid Number: **07PSX0271** Bid Opening Date & Time: **23 October 2007 at 2:00 PM Eastern Time**

Bid Description: **0046-216 Statewide Maintenance of the Department of Transportation's Incident Management System (IMS)**

*Special Instructions/Other Information:* Please read all requirements carefully. Requirements as to performance Bond, Insurance requirements, Federal Wage Rates, Price Schedule, Price adjustments as well as entire package. **Mandatory Pre-Bid Meeting is scheduled for this bid.**

SOME DAS BID FORMS HAVE BEEN REVISED. PLEASE READ AND BECOME FAMILIAR WITH THE NEWLY STRUCTURED BID DOCUMENTS (CONTRACT, EXHIBIT A AND EXHIBIT B) BEFORE COMPLETING THE SP-16 PRICE SCHEDULE.

**\*\*\* MANDATORY PRE-BID MEETING on 11 October 2007 at 9:30 a.m. Eastern Time \*\*\***

**NOTE: Late Arrivals (15 minutes or more) will not be given credit for attendance nor allowed to participate in the bid process. Vendors will not be admitted to state buildings without a valid photo ID. Pre-Bid Meeting Location: Department of Transportation, 2800 Berlin Turnpike, Newington, CT 06131. Meeting room to be determined on day of pre-bid meeting.**

This contract replaces the following contract award(s) in part or in total: **04PSX0376**

**SEALED BID NO.: 07PSX0271**

**NOT TO BE OPENED UNTIL: 23 October 2007  
2:00 PM Eastern Time**

**Return Bid To:**

PROCUREMENT DIVISION  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE OF CONNECTICUT  
165 CAPITOL AVE 5<sup>th</sup> FLOOR SOUTH  
HARTFORD CT 06106-1659

**NOTE: Always use mailing label at left on all packages when returning the ORIGINAL & FIVE (5) COPIES of your bid response.**

Bids must be time & date stamped by DAS Procurement & cannot be accepted after specified Bid Opening Time.

Allow sufficient time if mailing your bid.

**Hand-delivered bids must be brought to:  
DAS Customer Service, Room 110  
165 Capitol Avenue, Hartford, CT**

Vendors will not be admitted to state buildings without a valid photo ID.

BID  
 SP-26 Rev. 10/06  
 Previous Revision 11/97

**Celeste Cashman**  
 Contract Specialist  
 (860)713-5067  
 Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**

**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO BOX 150414**  
**HARTFORD, CT 06115-0414**

BID NO. <b>07PSX0217</b>
-----------------------------

**Read & Complete**  
**Carefully**

Page 1 of 3

BID NO: <b>07PSX0217</b>	BID DUE DATE: <b>23 October 2007</b>	BID DUE TIME: <b>2:00 PM Eastern Time</b>	BID SURETY: <b>\$0.00</b>	DATE ISSUED: <b>2 October 2007</b>
-----------------------------	---	--	------------------------------	---------------------------------------

DESCRIPTION: 0046-216 Statewide Maintenance of the Department of Transportation's Incident Management System (IMS)

FOR: Department of Transportation 2800 Berlin Turnpike Newington,, Connecticut 06131	TERM OF CONTRACT Date of Award through October 31, 2010
Agency Requisition Number(s): <b>00025718</b>	

**INVITATION FOR BIDS:** Pursuant to the provisions of Section 4a-57 of the Connecticut General Statutes as amended, Procurement Services is soliciting bids for the State of Connecticut, at the address above for the furnishing of the subject commodities and/or services to state agencies.

**IMPORTANT: ALL pages of this form, Sections 1 through 3 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit all pages of this form may constitute grounds for rejection of your bid.**

Section 1 of 3 - **BIDDER INFORMATION**

COMPLETE BIDDER LEGAL BUSINESS NAME:  PRINCIPAL PLACE OF BUSINESS:	Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN  WRITE/TYPE SSN/FEIN NUMBER ABOVE
--	---

BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)  PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)
--

BUSINESS ENTITY: <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP (ATTACH NAMES AND TITLES OF ALL PARTNERS) <input type="checkbox"/> CORPORATION TYPE OF CORPORATION: - STATE ORGANIZED IN:
---

**NOTE:** IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.

BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)
---

UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
--	--

UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)	
--	--

**AFFIRMATION OF BIDDER:** The above named bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-26, the accompanying invitation to bid, Form SP-19, entitled Standard Bid Terms and Conditions and Contract #07PSX0124. Further, if the above named bidder is awarded a contract for the goods and/or services called for in the invitation to bid, the bidder's signature on this Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the invitation to bid, Form SP-19 and Contract #07PSX0124 as if the bidder had actually executed Form SP-19 and Contract #07PSX0124 itself.

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER ←SIGN HERE	DATE EXECUTED
---	---------------

TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON
---	----------------------------

BID  
SP-26 Rev. 10/06  
Previous Revision 11/97

**Celeste Cashman**  
Contract Specialist  
**(860)713-5067**  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO BOX 150414**  
**HARTFORD, CT 06115-0414**

BID NO.  
**07PSX0217**

**Read & Complete**  
**Carefully**

Page 2 of 3

Section 1 of 3 - **BIDDER INFORMATION** (CONTINUED)

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address information on back of this form, if needed.				
BIDDER E-MAIL ADDRESS			BIDDER WEB SITE	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input type="checkbox"/> SAME AS BIDDER ADDRESS ABOVE.				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE

**Notice:** Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 07PSX0124, provide the Bidder Contact Information below.

BIDDER CONTACT INFORMATION: NAME (TYPE OR PRINT)

BIDDER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Bidder Contact & Address information on back of this form, if needed.				
1ST BUSINESS PHONE:	Ext. #	HOME PHONE:		
2ND BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:		
CELLULAR:		2 <sup>ND</sup> PAGER:		
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:		
2 <sup>ND</sup> FAX NUMBER:		TELEX:		

IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE?  YES (ATTACH CERTIFICATE COPY TO BID)  NO

IF YOU ARE A **STATE EMPLOYEE**, INDICATE YOUR POSITION,  
AGENCY & AGENCY ADDRESS.

**FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)**

E-MAIL  FAX  USPS MAIL  EDI

**If EDI was selected, give us a person to contact in your company to set up EDI:**

NAME:	
E-MAIL ADDRESS:	
TELEPHONE NUMBER:	

**FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)**

E-MAIL  FAX  USPS MAIL

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION BELOW OR ON BACK OF FORM IF NEEDED**

BID  
SP-26 Rev. 10/06  
Previous Revision 11/97

**Celeste Cashman**  
*Contract Specialist*  
**(860)713-5067**  
*Telephone Number*

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**

**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO BOX 150414**  
**HARTFORD, CT 06115-0414**

BID NO.  
**07PSX0217**

**Read & Complete**  
**Carefully**

Page 3 of 3

Section 2 of 3 - **BIDDER DEBARMENT AND/OR SUSPENSION**

Has the bidder, any company official, or any subcontractor to the bidder, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

YES  NO

The abovesigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

YES  NO

If the abovesigned bidder, any company official or any subcontractor to the bidder *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached \_\_\_\_\_

Section 3 of 3 – **OTHER INFORMATION**

Refer to “Guidance for Vendor Authorizations” at:

[http://www.das.state.ct.us/Purchase/Info/Vendor\\_Authorization\\_and\\_Guidance\\_081106.pdf](http://www.das.state.ct.us/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf)

Refer to “Guide to the Code of Ethics for Current or Potential State Contractors” at:

[http://www.ct.gov/ethics/lib/ethics/2006\\_guide\\_for\\_contractors.pdf](http://www.ct.gov/ethics/lib/ethics/2006_guide_for_contractors.pdf)

# STATE OF CONNECTICUT

## BIDDER'S CHECKLIST

<b>Bid Number:</b> <b>07PSX0271</b>
--

### READ CAREFULLY

*IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.*

1. \_\_\_\_ The Bid, (SP-26) must be signed by a duly authorized representative of the company. Unsigned bids may be rejected.
2. \_\_\_\_ The **Price Schedule** (SP-16) **must be included** with your bid and contain the following:
  - a. \_\_\_\_ VENDORS NAME **MUST BE** IN THE UPPER RIGHT CORNER OF ALL PRICE SCHEDULE PAGES.
  - b. \_\_\_\_ The bid prices you have offered have been reviewed and verified.
  - c. \_\_\_\_ The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
  - d. \_\_\_\_ Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
  - e. \_\_\_\_ The payment **terms are Net 45 Days** (*You may offer cash discounts for prompt payment*). Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. *Exception:* State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 4a-60j.
  - f. \_\_\_\_ The **delivery information** block has been completed. Be specific: In most cases, “as ordered” or “as required” is not complete information.
3. \_\_\_\_ Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
4. \_\_\_\_ If required the amount of bid surety has been checked and the surety has been included.
5. \_\_\_\_ Form DAS-45 or SP-34 (as applicable) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
6. \_\_\_\_ Any addenda (SP-18) to the bid have been signed and included.
7. \_\_\_\_ **MAKE SURE TO INCLUDE THE ORIGINAL PRICE SCHEDULE PAGES (SP-16) ALONG WITH FIVE (5) COPIES.**
8. \_\_\_\_ The bid number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the bid number inside the envelope.
9. \_\_\_\_ The pre-addressed mailing label has been used on your bid envelope or the bid envelope has been:
  - g. \_\_\_\_ marked with the Bid Number and Bid Opening Date &
  - h. \_\_\_\_ addressed to:

State of Connecticut  
Department of Administrative Services  
Procurement Division  
165 Capitol Avenue, 5<sup>th</sup> floor  
Hartford, CT 06106-1659
10. \_\_\_\_ The bid is mailed or hand-delivered in-time to be received and date stamped by DAS Procurement no later than the designated opening date and time. **Late bids are not accepted under any circumstances.** Please allow enough time if mailing in your bid. Hand-delivered bids must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Ave, Hartford, CT.
11. \_\_\_\_ **Do not return** pages that you are not quoting on. **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**



**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

BID NO.:  
**07PSX0271**

**Celeste Cashman**  
*Contract Specialist*  
**(860)713-5067**  
*Telephone Number*

**Standard Bid Terms and Conditions - Page 1 of 3**

**The following Terms and Conditions govern the Invitation To Bid issued by the Department of Administrative Services (DAS). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.**

**Bidders shall comply with the statutes and regulations as they exist on the date of their bid and as they may be modified from time to time during the term of the contract, as it may be amended.**

**Submission of Bids**

1. Bids must be submitted on forms supplied by DAS and must be submitted no later than the date and time specified in the Invitation To Bid. Telephone or facsimile bids will not be accepted in response to an Invitation To Bid.

2. Bids received after the time and date of bid opening specified in each Invitation To Bid shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by DAS after the time specified for opening of bids shall not be considered. An original and five (5) copies of the price schedule shall be returned to DAS. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and five (5) copies of the price schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids shall be rejected. A conditional bid is one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation To Bid.

5. Alternate bids will not be considered unless the Invitation To Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and is not dependent upon the bidder's primary response to the Invitation To Bid.

6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation To Bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. All bids will be opened and read publicly on the date specified in the Invitation To Bid and, upon award, are subject to public inspection.

9. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-19, the accompanying invitation to bid, Form SP-26, and Contract #07PSX0271. Further, if the bidder is awarded a contract for the goods and/or services called for in the invitation to bid, the bidder's signature on Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the invitation to bid, this Form SP-19 and Contract #07PSX0271 as if the bidder had actually executed Form SP-19 and Contract #07PSX0271 itself.

**Guaranty or Surety**

10. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Samples**

11. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which DAS shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

**Award**

13. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

14. DAS may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

BID NO.:  
**07PSX0271**

**Celeste Cashman**  
*Contract Specialist*  
**(860)713-5067**  
*Telephone Number*

**Standard Bid Terms and Conditions - Page 2 of 3**

15. DAS may correct inaccurate awards resulting from clerical or administrative errors.

16. Bidders have ten days after notice of award of the contract to reject the award; after ten days the contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, DAS will award the contract to the next lowest responsible qualified bidder.

**Other Requirements**

17. Conn. Gen. Stat. § 4a-81 (the "Act") requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "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 or requests for information or (C) any other similar activity related to such contract. "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 concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the

contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, 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 person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is .

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the

STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 08/07  
Prev. Rev. 05/07

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

BID NO.: <b>07PSX0271</b>
------------------------------

**Celeste Cashman**  
*Contract Specialist*  
**(860)713-5067**  
*Telephone Number*

**Standard Bid Terms and Conditions - Page 3 of 3**

Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

20. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C, SEEC Form 11.

21. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

# STATE OF CONNECTICUT

## BIDDER'S STATEMENT OF QUALIFICATIONS

**Bid Number:**  
07PSX0271

Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE BIDDER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: \_\_\_\_\_  
&  
ADDRESS: \_\_\_\_\_

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: \_\_\_\_\_ YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST**. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: \_\_\_\_\_  
\_\_\_\_\_

LIST PREVIOUS COMPANY NAME (S) \_\_\_\_\_  
\_\_\_\_\_

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **INVITATION FOR BIDS** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____

# STATE OF CONNECTICUT

## BIDDER'S STATEMENT OF QUALIFICATIONS

**Bid Number:**  
07PSX0271

Page 2 of 2

COMPANY NAME: \_\_\_\_\_

SIZE OF COMPANY OR CORPORATION:    NUMBER OF EMPLOYEES:    FULL TIME \_\_\_\_\_    PART TIME \_\_\_\_\_

COMPANY VALUE:    EQUIPMENT ASSETS \_\_\_\_\_    TOTAL ASSETS \_\_\_\_\_

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE?     YES     NO

REGISTRATION DATE, IF AVAILABLE: \_\_\_\_\_

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE?     YES     NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS BID.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS AGAINST YOUR COMPANY AND ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS, DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM. INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**STATE OF CONNECTICUT**  
**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**  
**WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT**  
**EMPLOYMENT INFORMATION FORM**

**Bid Number:**  
**07PSX0271**

Company Name Street Address City State	Contact Person	Phone Number	Date
---	----------------	--------------	------

**Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.**

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTALS ABOVE</b>											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
If CT based, do you post all employment openings with the State of Connecticut Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:

Describe your recruitment, hiring, training and promotion anti-discrimination practices.

This Form Cannot be Substituted  
**NON COLLUSION AFFIDAVIT**  
Connecticut Department of Transportation

This entire document must be completed, notarized, and attached to your Bid Proposal. Failure to do so will result in the rejection of your Bid. A separate affidavit must be submitted by each principal of a Joint Venture.

State Project No.(s): \_\_\_\_\_

F.A.P. No.(s): \_\_\_\_\_

Town(s) of: \_\_\_\_\_

Description of Project: \_\_\_\_\_

I, \_\_\_\_\_, acting in behalf of  
(Name of Person Signing Affidavit)

\_\_\_\_\_ of which  
(Name of Bidder i.e. Person or Organization)

I am (the)(a) \_\_\_\_\_, submitting a bid for the above project, certify and affirm in  
(Title)

accordance with Part 635.112 of Title 23, U.S. Code of Federal Regulations that the

\_\_\_\_\_ has neither directly or indirectly entered  
(Name of Bidder i.e. Person or Organization)

into any agreements, participated in any collusion nor otherwise taken any action in restraint of free competitive bidding in connection with such bid. False statements made herein may be the subject of criminal prosecution.

\_\_\_\_\_  
Name of Bidder (i.e. Person or Organization)

\_\_\_\_\_  
Signature and Title of Official

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

My Commission Expires \_\_\_\_\_.

Certificate of Authority

I, \_\_\_\_\_, certify that I am (the)(a) \_\_\_\_\_ of the  
(name) (title)

organization named in the foregoing instrument; that I have the authority to affix the seal of the Organization to such papers that require the seal; that \_\_\_\_\_, who signed said instrument on  
(name)

behalf of the Organization was then (the)(a) \_\_\_\_\_ of said Organization; that said  
(title)

instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

\_\_\_\_\_  
Signature of Certifying Person (Corporate Seal if Applicable)

The person signing the Certificate of Authority portion of this form cannot execute the upper portion of this Affidavit unless the bidder is a legal corporation in which all of the officers' positions are occupied by one person.

# STATE OF CONNECTICUT

## Certificate of Compliance with Connecticut General Statute Section 31 - 57b

**Bid Number:**  
07PSX0271

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

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

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

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed: (Corporation Seal)*

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

\_\_\_\_\_

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ ) **ss:** *A.D., 20* \_\_\_\_\_ )

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

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

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_.  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires:

\_\_\_\_\_  
*(Notary Public) (Seal)*





STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

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

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date

Federal Employer ID No. (FEIN) or Social Security Number (SSN) Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Commissioner of the Superior Court or Notary Public



# STATE OF CONNECTICUT

## AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

*Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq*

### INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

### CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

### IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

### AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws\* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

\* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm or Corporation (if applicable)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Federal Employer ID Number (FEIN) or  
Social Security Number (SSN)

\_\_\_\_\_  
Awarding State Agency

**NONDISCRIMINATION  
CERTIFICATION**  
**For Individual Contractor**  
FORM INDC Rev. 09/07  
Prev. Rev. New 08/07  
**Celeste Cashman**  
*Contract Specialist*

**(860)713-5067**  
*Telephone Number*

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

**Solicitation  
Number:  
07PSX0271**

**Individual Contractor**  
**Nondiscrimination Certification – Page 1 of 1**

I, \_\_\_\_\_, of \_\_\_\_\_  
*Signer's Name* *Business Address*

am entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for Contract Number 07PSX0271. I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes Sections 4a-60(a)(1) and 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, I, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
*Signature*

Effective June 25, 2007

**Celeste Cashman**  
Contract Specialist

**(860)713-5067**  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

<b>Solicitation Number: 07PSX0271</b>
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**Nondiscrimination Certification – Page 1 of 1**

I, \_\_\_\_\_, \_\_\_\_\_ of  
*Signer's Name Title*

\_\_\_\_\_, an entity lawfully organized and existing under the laws of  
*Name of Entity*

\_\_\_\_\_, do hereby certify that the following is a true and correct copy of a  
*Name Of State Or Commonwealth*

resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the governing body of

\_\_\_\_\_, in accordance with all of its documents of governance and management  
*Name Of Entity*

and the laws of \_\_\_\_\_ and further certify that such resolution has not been modified, rescinded or  
*Name Of State Or Commonwealth*

revoked, and is at present in full force and effect.

RESOLVED: That \_\_\_\_\_ hereby adopts as its policy to support the  
*Name of Entity*

nondiscrimination agreements and warranties required under Conn. Gen. Stat. § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
*Signature*

Effective June 25, 2007

STATE OF CONNECTICUT LABOR DEPARTMENT  
OR  
FEDERAL LABOR DEPARTMENT

WAGE & 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  
\_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

SUPPLEMENTAL SPECIFICATIONS TO THE STANDARD SPECIFICATIONS FORM

This Supplemental Specification to the Standard Specification, Form 816 is included in this Contract.

REQUIRED CONTRACT PROVISIONS

Form PR-1273 All Federal Aid Construction Contracts

Connecticut Required Contract Provisions, State of Connecticut

SUBSTITUTION OF SECURITIES FOR RETAINAGES ON STATE CONTRACTS AND SUBCONTRACTS

NONDISCRIMINATION (see section 31 (a) (1) of DAS' contract)

NONDISCRIMINATION (SEXUAL ORIENTATION) (see section 31 (g) (1) of DAS' contract)

RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

CONSTRUCTION, ALTERATION OR REPAIR OF PUBLIC WORKS PROJECTS BY THE STATE OR POLITICAL SUBDIVISION

LIMITATION ON AWARDING OF CONTRACTS

RATE OF WAGES FOR WORK ON STATE HIGHWAYS

ANNUAL ADJUSTMENTS TO PREVAILING WAGES

HOURS OF LABOR ON STATE BRIDGES

AWARDING OF CONTRACTS TO OCCUPATIONAL SAFETY AND HEALTH LAW VIOLATORS PROHIBITED  
(see section 26 (p) of DAS' contract)

CONSTRUCTION SAFETY AND HEALTH STANDARDS

SERVICE OF PROCESS

AMERICANS WITH DISABILITIES ACT OF 1990 (see section 25 of DAS' contract)

EXECUTIVE ORDER NO. THREE (see section 30 of DAS' contract)

GUIDELINES AND RULES OF STATE LABOR COMMISSIONER IMPLEMENTING GOVERNOR'S EXECUTIVE ORDER NO. THREE  
(see section 30 of DAS' contract)

EXECUTIVE ORDER 7C (see section 30 of DAS' contract)

EXECUTIVE ORDER NO. 16/VIOLENCE IN THE WORKPLACE PREVENTION  
(see section 30 of DAS' contract)

EXECUTIVE ORDER NO. SEVENTEEN/LISTING ALL EMPLOYMENT OPENINGS WITH THE CONNECTICUT STATE EMPLOYMENT  
SERVICE (see section 30 of DAS' contract)

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS

AFFIRMATIVE ACTION REQUIREMENTS A(76)

PRIVATIZED PUBLIC RECORDS (see section 47 of DAS' contract)

OVERSIGHT OF LARGE STATE CONTRACTS

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION SPECIFICATION (EXECUTIVE ORDER 11246)

EDUCATION WELFARE AND PUBLIC HEALTH TAX/CONTRACTOR'S EXEMPT PURCHASE CERTIFICATE



SUBSTITUTION OF SECURITIES FOR RETAINAGES ON STATE CONTRACTS AND SUBCONTRACTS

The contractor is advised of the provisions of Section 3-112a of the General Statutes of the State of Connecticut, as revised which is quoted as follows:

(a) Under any contract made or awarded by the state, or by any public department or official thereof, or under any subcontract made directly thereunder with the contractor, the contractor and any subcontractor may, from time to time, withdraw the whole or any portion of the amount retained for payments to the contractor or subcontractors, as the case may be, pursuant to the terms of the contract or subcontracts, upon depositing with the Comptroller (1) United States Treasury bonds, United States Treasury notes, United States Treasury certificates of indebtedness or United States Treasury bills, or (2) bonds or notes of the state of Connecticut or (3) bonds of any political subdivision in the state of Connecticut. No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of such securities, whichever is lower.

(b) The Comptroller shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the same, when and as collected, to the contractor and the subcontractors who deposited the obligations. If the deposit is in the form of coupon bonds, the Comptroller shall deliver each coupon as it matures to the contractor and the subcontractors.

(c) Any amount deducted by the state, or by any public department or official thereof, pursuant to the terms of the contract, and subcontracts made directly thereunder with the contractor, from the retainages due the contractor and said subcontractors, shall be deducted, first from that portion of the retainages for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the contractor and the subcontractors shall be entitled to receive interest, coupons or income only from those securities which remain after such amount has been deducted.



NONDISCRIMINATION

Section Removed - See DAS' Contract

NONDISCRIMINATION (SEXUAL ORIENTATION)

Section Removed - See DAS' Contract

RESIDENTS' PREFERENCE IN WORK ON OTHER PUBLIC FACILITIES

The Contractor shall comply with the provisions of Section 31-52a of the General Statutes of the State of Connecticut, Revision of 1985, a part of which is quoted as follows:

(b) Each contract for any such project covered by this section under the supervision of the state or any of its agents shall contain the following provision: "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."

CONSTRUCTION, ALTERATION OR REPAIR OF PUBLIC WORKS PROJECTS BY THE STATE OR POLITICAL SUBDIVISION

The contractor shall comply with the provisions of Section 31-53 of the General Statutes of the State of Connecticut, as revised, a part of which is quoted as follows:

(a) Each contract for the construction, remodeling, refinishing, refurbishing rehabilitation, alteration or repair of any public works project by the state or any of its agents, or by any political subdivision of the state or any of its agents, shall contain the following provision: "The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of this section, 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 employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

LIMITATION ON AWARDING OF CONTRACTS

The contractor shall comply with the provisions of Section 31-53a of the General Statutes of the State of Connecticut, as revised, a part of which is quoted as follows:

2) No general contractor that enters into a contract with the state or any of its agents, or with any political subdivision of the state or any of its agents, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project subject to the provisions of section 31-53, as amended, or for any state highway project that falls under the provisions of section 31-54, shall award any work under such contract to the persons or firms appearing on the list distributed by the Labor Commissioner pursuant to subsection (a) of this section or to any firm, corporation, partnership or association in which such persons or firms have an interest until a period of up to three years, as determined by the Labor Commissioner, has elapsed from the date of publication of the list containing the names of such persons or firms.

(3) Prior to performing any work under a contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project subject to the provisions of section 31-53, as amended, or for any state highway project that falls under the provisions of section 31-54, each person, firm, corporation, partnership or association engaged by a general contractor to perform such work shall submit a sworn affidavit to the general contractor attesting that such person, firm, corporation, partnership or association does not hold an interest of ten per cent or greater in a firm appearing on the list distributed by the Labor Commissioner pursuant to subsection (a) of this section. The receipt and retention by a general contractor of such sworn affidavit shall fulfill the general contractor's obligation under subdivision (2) of this subsection.

#### RATE OF WAGES FOR WORK ON STATE HIGHWAYS

The contractor shall comply with the provisions of Section 31-54 of the General Statutes of the State of Connecticut, as revised, which is quoted as follows:

The Labor Commissioner shall hold a hearing at any required time to determine the prevailing rate of wages upon any highway contract within any specified area on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, upon any classifications of skilled, semiskilled and ordinary labor. Said commissioner shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, in each locality where any highway or bridge is to be constructed, and the Commissioner of Transportation shall include such rate of wage on an hourly basis and the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, or in lieu thereof, in cash as part of wages each pay day, for each classification of labor in the proposal for the contract and in the contract. The rate and the amount so established shall, at all times, be considered as the minimum rate of wage on an hourly basis and the amount of payment or contributions to an employee welfare fund, or cash in lieu thereof, for the classification for which it was established. Any contractor who pays any person at a lower rate of wage on an hourly basis or the amount of payment or contributions paid or payable on behalf of each employee to any employee welfare fund, as defined in section 31-53, or where he is not obligated by any agreement to make payment or contributions to the employee welfare funds, as defined in section 31-53, and fails to pay the amount of such payment or contributions directly to the employee as part of his wages each pay day, than that so established for the classifications of work specified in any such contract shall be fined not more than two hundred dollars for each offense. The provisions of this section shall apply only to state highways and bridges on state highways.

#### ANNUAL ADJUSTMENTS TO PREVAILING WAGES

The contractor shall comply with the provisions of Public Act 02-69 which reads, as follows:

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 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provision of section 31-53 of the general statutes 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 employee, effective each July first.

#### HOURS OF LABOR ON STATE BRIDGES

The contractor shall comply with the provisions of Section 31-56 of the General Statutes of the State of Connecticut as revised, which is quoted as follows:

Each contract entered into by the Commissioner of Transportation for the construction, alteration or repair of a state bridge shall contain a provision to the effect that no person shall be employed to work or be permitted to work more than forty-eight hours in any week on any work provided for in such contract. The operation of such limitation of hours of work may be suspended during an emergency, upon approval of the Commissioner of Transportation.

#### AWARDING OF CONTRACTS TO OCCUPATIONAL SAFETY AND HEALTH LAW VIOLATORS PROHIBITED

Section Removed - See DAS' Contract

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time), promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

SERVICE OF PROCESS

The successful bidder, 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.

AMERICANS WITH DISABILITIES ACT OF 1990

Section Removed - See DAS' Contract

EXECUTIVE ORDER NO. THREE

Section Removed - See DAS' Contract

GUIDELINES AND RULES OF STATE LABOR COMMISSIONER IMPLEMENTING GOVERNOR'S EXECUTIVE ORDER NO. THREE

Section Removed - See DAS' Contract

EXECUTIVE ORDER 7C

Section Removed - See DAS' Contract

EXECUTIVE ORDER NO. 16/VIOLENCE IN THE WORKPLACE PREVENTION

Section Removed - See DAS' Contract

EXECUTIVE ORDER NO. SEVENTEEN/LISTING ALL EMPLOYMENT OPENINGS WITH THE CONNECTICUT STATE EMPLOYMENT SERVICE

Section Removed - See DAS' Contract

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS

The contractor hereby acknowledges and agrees to comply with the attached CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS entitled "Specific Equal Employment Opportunity Responsibilities", dated March 6, 1998, a copy of which is attached hereto and made a part of hereof.

## A(76) AFFIRMATIVE ACTION REQUIREMENTS A (76)

It is the intent of these Affirmative Action Requirements to provide compliance standards for employee-hours in each craft utilized in the transportation construction industry on transportation construction projects. This provision affects contractors and their subcontractors while under contract with the Connecticut Department of Transportation. It is not the intent of these Affirmative Action Requirements to cause personnel displacement in order to hire qualified minorities and women. They are however designed to ensure that equal employment opportunity is being provided and discriminatory employment practices are not being exercised. The actual number of minority and female employee hours worked in each craft, compared to the labor market goals, will determine project compliance.

### General Contract Provision

The contractor or subcontractor shall comply with this provision or provide adequate documentation of "good faith efforts" in attempting to comply with this provision.

The employee hours for minorities and females should be substantially uniform throughout the length of the contract for each of the trades. The time-table for meeting the project goals extends through the duration of the contract.

For the purpose of this provision, "minority" is defined as; Blacks, includes all persons having origins in any of the black racial groups; Hispanics, includes all persons of Mexican, Puerto Rican, Cuban, Central or South American, or Spanish Culture, except Portuguese; Asians, includes all persons having origins in any of the original peoples of the Far East, Southeast Asia, or Pacific Islands; and American Indians, all persons having origins in any of the original peoples of North America.

The percentage goals for minority employee-hour utilization and female employee hour utilization are based on Connecticut Labor Market statistics. The labor market goals for minorities and females are separate goals. Employees should not be counted in both the minority and female categories. The goal requirements are listed in Appendix A of this provision. The employee-hour percentages are expressed in terms of training and employment hours in proportion to the total employee-hours worked by the contractor's and/or subcontractor's entire work force in that trade or craft. The transfer of minorities, females or trainees from employer to employer, or from project to project, for the sole purpose of meeting the labor market goal, is a violation of this contract provision.

In no event may a contractor or subcontractor utilize the goals, time-tables, or affirmative action steps, required by these provisions in such a manner as to cause or result in discrimination against any person on the basis of race, color, religion, sex, age, marital status, national origin, ancestry, present or past history of mental disorder, mental retardation, learning disability or physical disability, including, but not limited to, blindness.

### Compliance and Enforcement

Contractors are responsible for informing their subcontractor(s) (regardless of tier) as to their respective obligations under these provisions. Any contractor or subcontractor who fails to meet the stipulation(s) prescribed in this provision, and/or fails to provide adequate documentation of affirmative actions and "good faith efforts", shall be deemed to be in noncompliance with this provision, as well as; Presidential Executive Order 11246 as amended, the Governor's Executive Order #3, Connecticut's EEO Special Provisions and Equal Opportunity Clause of its contract.

If the contractor and/or subcontractor is deemed to be in non-compliance, then he shall be subject to sanctions and penalties for violation of Connecticut's Specific Equal Employment Opportunity Responsibilities Contract Provision (April 1994), Presidential Executive Order 11246 as amended and/or the Governor's Executive Order #3. These sanctions and penalties shall include but not be limited to suspension, termination, and/or cancellation of existing contracts and/or subcontracts (subcontract agreements).

## Procedures

In determining whether a contractor or subcontractor has met the goals, the agency will consider the contractor's and/or subcontractor's utilization of minority and female participation per craft (hourly). If the contractor or subcontractor meets the goals, or can demonstrate and document that every good faith effort was made to meet the goals, the contractor or subcontractor shall be presumed to be in compliance with this contract provision. Formal sanctions or proceedings will not be instituted unless the agency otherwise determines that the contractor or subcontractor is in violation of this provision.

In the event a noncompliance finding is made, the contractor shall receive an informal letter informing him/her of the noncompliance finding and a request for corrective action relative to this finding. If no response is received, or if the response is unsatisfactory, the contractor shall receive a registered show-cause notice requesting specific action to be taken by the contractor, and an explanation of what actions may be taken against the contractor if a satisfactory solution is not reached.

If a show cause notice is issued, then the formal process begins, and proceeds with such formal actions as prescribed by the sanctions and penalties described herein; the burden of proving the noncompliance of these provisions lies with the agency. However, the contractor's or subcontractor's failure to meet his goals shall shift to him to present evidence to show that he has met the "good faith effort" requirement of these provisions.

In respect to matters not covered in this provision, nothing herein is intended to relieve any contractor or subcontractor from compliance with all applicable federal and state laws, regulations, Executive Orders and/or Special Provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of its contract on this project.

## Records and Reports

It is required of the successful bidder and each approved subcontractor to submit to the Division of Contract Compliance for review and approval an affirmative action plan. On federal-aid projects, this requirement (Affirmative Action Plan) is waived if the contract or subcontract is under \$10,000 (unless an Affirmative Action Plan is determined necessary by the contracting agency). On completely state-funded projects, the Affirmative Action Plan requirement is waived on contracts or subcontracts under \$5,000 (unless an Affirmative Action Plan is determined necessary by the contracting agency).

This provision will supplement Connecticut's Required Contract Provision, entitled "Specific Equal Employment Opportunity Responsibilities" in all contracts including federally-aided contracts as applicable.

State Funded Projects

APPENDIX A

(LABOR MARKET GOALS)

<u>LABOR MARKET AREA GOAL</u>	<u>% MINORITY GOAL</u>	<u>% FEMALE</u>
Bridgeport Ansonia-Beacon Falls-Bridgeport- Derby-Easton-Fairfield-Milford- Monroe-Oxford-Seymour-Shelton- Stratford-Trumbull	14	6.9
Danbury Bethel-Bridgewater-Brookfield- Danbury-Kent-New Fairfield- New Milford-Newtown-Redding- Ridgefield-Roxbury-Sherman- Washington	4	6.9
Danielson Brooklyn-Eastford-Hampton- Killingly-Pomfret-Putnam- Scotland-Sterling-Thompson- Voluntown-Union-Woodstock	2	6.9
Hartford Andover-Ashford-Avon-Barkhamsted- Berlin-Bloomfield-Bolton-Bristol- Burlington-Canton-Chaplin- Colchester-Columbia-Coventry- Cromwell-Durham-East Granby- East Haddam-East Hampton- East Hartford-East Windsor- Ellington-Enfield-Farmington- Glastonbury-Granby-Haddam- Hartford-Harwington-Hebron- Lebanon-Manchester-Mansfield- Marlborough-Middlefield-Middletown- Newington-Plainville-Plymouth- Portland-Rocky Hill-Simsbury-Somers- South Windsor-Southington-Stafford- Suffield-Tolland-Vernon- West Hartford-Wethersfield-Willington- Winchester-Windham-Windsor- Windsor Locks	15	6.9
Lower River Chester-Deep River-Essex-Lyme- Westbrook	2	6.9

<u>LABOR MARKET AREA GOAL</u>	<u>%</u> <u>MINORITY GOAL</u>	<u>%</u> <u>FEMALE</u>
New Haven Bethany-Branford-Cheshire- Clinton-East Haven-Guilford- Hamden-Killingworth-Madison- Meriden-New Haven-No.Branford- North Haven-Orange-Wallingford- West Haven-Woodbridge	14	6.9
New London Bozrah-Canterbury-East Lyme- Franklin-Griswold-Groton- Ledyard-Lisbon-Montville- New London-North Stonington- Norwich-Old Lyme-Old Saybrook- Plainfield-Preston-Salem- Sprague-Stonington-Waterford- Hopkinton RI-Westerly RI	8	6.9
Stamford Darien-Greenwich-New Canaan- Norwalk-Stamford-Weston- Westport-Wilton	17	6.9
Torrington Canaan-Colebrook- Cornwall-Goshen-Hartland-Kent- Litchfield-Morris- Norfolk-North Canaan-Salisbury- Sharon-Torrington-Warren	2	6.9
Waterbury Bethlehem-Middlebury-Naugatuck- Prospect-Southbury-Thomaston- Waterbury-Watertown-Wolcott- Woodbury	10	6.9

Privatized Public Records

Section Removed - See DAS' Contract

Oversight of Large State Contracts

The following clause is applicable to those contracts with an aggregate value of Five Million Dollars (\$5,000,000) or more.

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 state or quasi-public agency (if applicable) or the Auditors of Public Accounts or the Attorney General under the provisions of Connecticut General Statutes Section 4-61dd(a), 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 percent of the value of the 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 executive head of the state or quasi-public agency (if applicable) may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

The contractor shall post a notice of the provisions of this section in a conspicuous place which is readily available for viewing by the employees of the Contractor.




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## Construction

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### Required Contract Provisions Federal-Aid Construction Contracts

- I. [General](#)
- II. [Nondiscrimination](#)
- III. [Nonsegregated Facilities](#)
- IV. [Payment of Predetermined Minimum Wage](#)
- V. [Statements and Payrolls](#)
- VI. [Record of Materials, Supplies, and Labor](#)
- VII. [Subletting or Assigning the Contract](#)
- VIII. [Safety: Accident Prevention](#)
- IX. [False Statements Concerning Highway Projects](#)
- X. [Implementation of Clean Air Act and Federal Water Pollution Control Act](#)
- XI. [Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion](#)
- XII. [Certification Regarding Use of Contract Funds for Lobbying](#)

### Attachments

- A. [Employment Preference for Appalachian Contracts \(included in Appalachian contracts only\)](#)

#### I. GENERAL

1. 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.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
  - Section I, paragraph 2;
  - Section IV, paragraphs 1, 2, 3, 4, and 7;

### Contact

**Jerry Yakowenko**  
 Office of Program  
 Administration  
 202-366-1562

[E-mail](#)

Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

## II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:
 

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must

- be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
    - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
    - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
    - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
    - 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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he 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 DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
    - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
  5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion,

transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his 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 his avenues of appeal.

**6. Training and Promotion:**

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- 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 minority group and women employees 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 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 contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor 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.

- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA 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 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 without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL 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 pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
    - 1. The number 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;
    - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

#### 1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the

wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

- b. 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.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

**2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - 2. the additional classification is utilized in the area by the construction industry;
  - 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington,

D.C. 20210. The Wage and Hour 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.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said 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
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

**3. Payment of Fringe Benefits:**

- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

**4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

- a. Apprentices:
  1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall



not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
  4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- b. Trainees:
1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
  2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
  3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of

progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

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

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security

number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set

forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
  - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

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 State. 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).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

- 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 on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
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. 333).

#### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID  
HIGHWAY PROJECTS**

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

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

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

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations

and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

**1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary 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 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 primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. 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.
- 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.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;
  - c. 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these

instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she 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.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR  
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

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 he 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, he 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 1 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 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.

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This page last modified on 03/29/07

General Decision Number: CT070001 09/07/2007 CT1

Superseded General Decision Number: CT20030001

State: Connecticut

Construction Types: Building, Heavy and Highway

Counties: Fairfield, Litchfield, Middlesex, New Haven,  
Tolland and Windham Counties in Connecticut.

BUILDING CONSTRUCTION PROJECTS (Does not include single family  
homes and apartments up to and including 4 stories); HEAVY AND  
HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/09/2007
1	02/16/2007
2	04/06/2007
3	05/04/2007
4	05/11/2007
5	05/25/2007
6	06/01/2007
7	06/08/2007
8	06/15/2007
9	06/29/2007
10	07/06/2007
11	07/20/2007
12	08/03/2007
13	09/07/2007

ASBE0006-007 09/01/2006

Rates

Fringes

Asbestos Workers/Insulator

Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishes to  
all types of mechanical  
systems. Also the  
application of  
firestopping material for  
wall openings and  
penetrations in walls,  
floors, ceilings and  
curtain walls.

LITCHFIELD COUNTY

Canaan, Colebrook,  
Norfolk, North Canaan,

Salisbury

TOLLAND COUNTY

Somers, Stafford, Union

WINDHAM COUNTY

Woodstock.....\$ 28.86 16.83

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ASBE0031-004 09/01/2001

Rates

Fringes

Asbestos Workers/Insulator

Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishes to  
all types of mechanical  
systems. Also the  
application of  
firestopping material for  
wall openings and  
penetrations in walls,  
floors, ceiling and  
curtain walls.

WINDHAM COUNTY

Brooklyn, Canterbury,  
Killingly, Plainfield,  
Pomfret, Putnam, Sterling  
and Thompson.....\$ 27.00

8.24

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ASBE0033-002 09/01/2005

Rates

Fringes

Asbestos Workers/Insulator

Includes application of  
all insulating materials,  
protective coverings,  
coatings and finishes to  
all types of mechanical  
systems. Also the  
application of  
firestopping material for  
wall openings and  
penetrations in walls,  
floors, ceilings and  
curtain walls.

FAIRFIELD COUNTY

LITCHFIELD COUNTY

Barkhamsted, Bethlehem,  
Bridgewater, Cornwall,  
Goshen, Harwington, Kent,  
Litchfield, Morris, New  
Hartford, New Milford,  
Plymouth, Roxbury, Sharon,  
Thomaston, Torrington,  
Warren, Washington,  
Watertown, Woodbury,  
Winchester

MIDDLESEX AND NEW HAVEN  
COUNTIES

TOLLAND COUNTY

Andover, Boton, Columbia,  
Coventry, Ellington,  
Hebron, Mansfield,  
Tolland, Vernon,  
Willington

WINDHAM COUNTY

Ashford, Chaplin,  
Eastford, Hampton,  
Scotland and Windham.....\$ 30.21                      17.10

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ASBE0201-003 04/01/2005

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 20.50	10.30

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\* BOIL0237-001 10/01/2006

	Rates	Fringes
Boilermakers.....	\$ 31.65	8.72+32%

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BRCT0001-002 04/02/2007

Rates                      Fringes

BRICKLAYER (BUILDING  
CONSTRUCTION)

BRICKLAYERS, CEMENT  
MASONS, CEMENT FINISHERS,  
PLASTERERS, STONE MASONS

Darien, Greenwich, New  
Canaan, Norwalk, Redding,  
Ridgefield, Stamford,  
Westport, Weston and  
Wilton (ZONE B).....\$ 30.25                   18.28+a

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 on that day in  
addition to holiday pay.

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BRCT0001-004 04/02/2007

Rates                   Fringes

BRICKLAYER (HEAVY & HIGHWAY  
CONSTRUCTION)

BRICKLAYERS, CEMENT  
MASONS, CEMENT FINISHERS,  
PLASTERERS AND STONE MASONS.\$ 30.25                   16.60

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BRCT0001-005 04/02/2007

Rates                   Fringes

BRICKLAYER (BUILDING  
CONSTRUCTION)

Remainder of Area (ZONE A)..\$ 30.25                   17.25+a

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 on that day in  
addition to holiday pay.

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BRCT0001-008 04/01/2007

Rates                   Fringes

TILE SETTER.....\$ 29.34                   15.61

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BRCT0001-009 04/01/2007

Rates                   Fringes

Marble Setter, Terrazzo Worker...\$ 29.59                   17.36

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BRCT0001-010 04/01/2007



	Rates	Fringes
Tile, Marble & Terrazzo Finisher.....	\$ 23.90	13.53

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CARP0024-004 04/30/2007

	Rates	Fringes
Carpenters: (BUILDING CONSTRUCTION)		
LITCHFIELD COUNTY		
Harwinton, Plymouth, Thomaston, Watertown		
MIDDLESEX COUNTY		
NEW HAVEN COUNTY		
Beacon Falls, Bethany, Branford, Cheshire, East Haven, Guilford, Hamden, Madison, Meriden, Middlebury, Naugatuck, New Haven, North Branford, North Haven, Orange (east of Orange Center Road and north of Route 1, and north of Route 1 and east of the Oyster River), Prospect, Southbury, Wallingford, Waterbury, West Haven, Wolcott, Woodbridge		
TOLLAND COUNTY		
Andover, Columbia, Coventry, Hebron, Mansfield, Union, Willington		
WINDHAM COUNTY		
Carpenters, Drywall, Lathers, Floorlayers, Piledrivers.....	\$ 26.65	16.21
Millwrights.....	\$ 27.40	16.21

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CARP0024-006 04/30/2007

LITCHFIELD COUNTY  
Harwinton, Plymouth, Thomaston, Watertown

MIDDLESEX COUNTY

NEW HAVEN COUNTY

Beacon Falls, Bethany, Branford, Cheshire, East Haven, Guilford, Hamden. Madison, Meriden, Middlebury, Naugatuck, New Haven, North Branford, North Haven, Orange (east of Orange Center Road and north of Route 1, and north of Route 1 and east of the Oyster River), Prospect, Southbury, Wallingford, Waterbury, West Haven, Wolcott, Woodbridge

TOLLAND COUNTY

Andover, Columbia, Coventry, Hebron, Mansfield, Union, Willington

WINDHAM COUNTY

	Rates	Fringes
Carpenters: (HEAVY & HIGHWAY CONSTRUCTION)		
Carpenters, Piledrivers.....	\$ 26.65	16.21
Diver Tenders.....	\$ 26.65	16.21
Divers.....	\$ 35.11	16.21
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CARP0043-002 04/30/2007		

	Rates	Fringes
Carpenters: (BUILDING CONSTRUCTION)		
TOLLAND COUNTY		
Bolton, Ellington, Somers, Tolland, Vernon		
CARPENTERS, LATHERS, PILEDRIVERS, RESILIENT FLOOR LAYERS.....		
	\$ 26.65	16.21
TOLLAND COUNTY		
Bolton, Ellington, Somers, Tolland, Vernon		
MILLWRIGHTS.....		
	\$ 27.40	16.21
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CARP0043-004 04/30/2007		

	Rates	Fringes
Carpenters: (HEAVY & HIGHWAY CONSTRUCTION):		
TOLLAND COUNTY		
Bolton, Ellington, Somers, Tolland, Vernon)		

CARPENTERS, PILEDRIVERS.....\$	26.65	16.21
DIVER TENDERS.....\$	26.65	16.21
DIVERS.....\$	35.11	16.21

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 CARP0210-001 04/30/2007

	Rates	Fringes
Carpenters: (CARPENTERS, LATHERS, MILLWRIGHTS, PILEDRIVERS, RESILIENT FLOOR LAYERS (BUILDING CONSTRUCTION))		
CARPENTERS, LATHERS, FLOORLAYERS AND PILEDRIVERS.\$	26.65	16.21
MILLWRIGHTS.....\$	27.40	16.21
FAIRFIELD COUNTY		

Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton,  
 Fairfield, Greenwich, Monroe, New Canaan, New Fairfield,  
 Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman,  
 Stamford, Stratford, Trumbull, Weston, Westport, Wilton;

LITCHFIELD COUNTY

Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook,  
 Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New  
 Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon,  
 Torrington, Warren, Washington, Winchester, Woodbury;

NEW HAVEN

Ansonia, Derby, Milford, Orange (west of Orange Center Road  
 and south of Route 1 and west of the Oyster River), Oxford,  
 Seymour;

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 CARP0210-002 04/30/2007

	Rates	Fringes
Carpenters: (HEAVY & HIGHWAY CONSTRUCTION)		
CARPENTERS, PILEDRIVERS.....\$	26.65	16.21
DIVER TENDERS.....\$	26.65	16.21
DIVERS.....\$	35.11	16.21
FAIRFIELD COUNTY		

Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton,  
 Fairfield, Greenwich, Monroe, New Canaan, New Fairfield,  
 Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman,  
 Stamford, Stratford, Trumbull, Weston, Westport, Wilton;

LITCHFIELD COUNTY

Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook,  
 Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New  
 Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon,

Torrington, Warren, Washington, Winchester, Woodbury;

NEW HAVEN COUNTY

Ansonia, Derby, Milford, Orange (west of Orange Center Road and south of Route 1 and west of the Oyster River), Oxford, Seymour;

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ELEC0003-002 05/12/2005

	Rates	Fringes
Electricians: (Including Teledata)		
FAIRFIELD COUNTY		

Darien, Greenwich, New Canaan, Stamford.....	\$ 39.75	25.36
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ELEC0035-001 06/01/2007

	Rates	Fringes
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Electricians:		
MIDDLESEX COUNTY (Cromwell, Middlefield, Middleton and Portland);		
TOLLAND COUNTY; WINDHAM COUNTY.....	\$ 33.10	18.02

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ELEC0042-001 08/28/2005

	Rates	Fringes
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Line Construction: (Line Construction)		
Driver Groundmen.....	\$ 25.99	10.70+6.25%
Groundmen.....	\$ 19.06	10.70+6.25%
Heavy Equipment Operators...\$	31.19	10.70+6.25%
Linemen, Cable Splicers, Dynamite Men.....	\$ 34.65	10.70+6.25%
Material Men, Tractor Trailer Drivers, Equipment Operators.....	\$ 29.45	10.70+6.25%

Line Construction: (Railroad Construction and Maintenance)		
Driver Groundmen.....	\$ 26.74	10.70+6.25%
Heavy Equipment Operators...\$	32.09	10.70+6.25%
Linemen, Cable Splicers, Dynamite Men.....	\$ 35.65	10.70+6.25%
Material Men, Tractor Trailer Drivers, Equipment Operators.....	\$ 30.30	10.70+6.25%

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ELEC0090-002 06/01/2007

	Rates	Fringes
Electricians:.....	\$ 33.55	17.16
LITCHFIELD COUNTY		
Plymouth Township;		
MIIDDLESEX COUNTY		
Chester, Clinton, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Old Saybrook, Westbrook;		
NEW HAVEN COUNTY		
All Townships excluding Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott.		

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 \* ELEC0208-001 06/01/2007

	Rates	Fringes
Electricians:		
FAIRFIELD COUNTY		
Norwalk (Remainder of Area), Weston, Westport, Wilton.....		
	\$ 33.10	17.02

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 ELEC0488-002 06/01/2007

	Rates	Fringes
Electricians:.....	\$ 33.50	17.37
FAIRFIELD COUNTY		
Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield, Monroe, New Fairfield, Newtown, Redding, Ridgefield, Shelton, Sherman, Stratford, Trumbull;		
LITCHFIELD COUNTY		
Except Plymouth;		
NEW HAVEN COUNTY		
Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott		

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 ELEV0091-001 01/01/2007

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 39.595	14.885+a+b

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.

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ENGI0478-001 04/01/2007

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.05	16.05+a
GROUP 2.....	\$ 31.73	16.05+a
GROUP 3.....	\$ 30.99	16.05+a
GROUP 4.....	\$ 30.60	16.05+a
GROUP 5.....	\$ 30.01	16.05+a
GROUP 6.....	\$ 29.70	16.05+a
GROUP 7.....	\$ 29.36	16.05+a
GROUP 8.....	\$ 28.96	16.05+a
GROUP 9.....	\$ 28.53	16.05+a
GROUP 10.....	\$ 27.96	16.05+a
GROUP 11.....	\$ 26.49	16.05+a
GROUP 12.....	\$ 26.43	16.05+a
GROUP 13.....	\$ 25.98	16.05+a
GROUP 14.....	\$ 25.85	16.05+a
GROUP 15.....	\$ 25.54	16.05+a
GROUP 16.....	\$ 24.71	16.05+a
GROUP 17.....	\$ 24.30	16.05+a
GROUP 18.....	\$ 23.65	16.05+a

Hazardous waste premium \$1.50 per hour over classified rate.

Crane with boom, including jib, 150 feet - \$ .75 extra.  
Crane with boom, including jib, 200 feet - \$1.25 extra.  
Crane with boom, including jib, 250 feet - \$2.50 extra.  
Crane with boom, including jib, 300 feet - \$3.50 extra.  
Crane with boom, including jib, 400 feet - \$4.00 extra  
Crane with boom, including jib, 500 feet - \$5.00 extra.

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & over), backhoe over 2 cubic yards, piledriver (\$3.00 premium when operator controls hammer).

GROUP 3: Backhoe, cranes (under 100 ton rated capacity),

gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operation) rubber tire backhoe (drott 1085 or similar).

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skoooper).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller, grader.

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer.

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper, snooper, skidder, milling machine (24" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer, ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: Wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper.

GROUP 16: Elevator operator, tow motoroperator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator, welding machine operator.

GROUP 18: Maintenance engineer.

	Rates	Fringes
Ironworkers: (Ornamental, Reinforcing, Structural and Precast Concrete Erection).....	\$ 31.05	21.18+a

PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

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LABO0056-001 04/01/2007

	Rates	Fringes
Laborers: (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 23.00	13.40
GROUP 2.....	\$ 23.25	13.40
GROUP 3.....	\$ 23.50	13.40
GROUP 4.....	\$ 23.85	13.40
GROUP 5.....	\$ 23.75	13.40
GROUP 6.....	\$ 26.00	13.40
GROUP 7.....	\$ 24.00	13.40
GROUP 8.....	\$ 23.50	13.40
GROUP 9.....	\$ 23.00	13.40
LABORERS CLASSIFICATIONS		

GROUP 1: Laborers, carpenter tenders, wrecking laborers, fire watchers.

GROUP 2: Mortar mixers, pipelayers (the pipelayer rate shall apply only to one or two employees of the total crew whose primary task is to actually perform the mating of pipe sections) plaster tenders, power buggy operators, powdermen, fireproofer/mixer/nozzleman.

GROUP 3: Jackhammer/pavement breaker operators, mason tenders.

GROUP 4: Licensed Pipelayers P6-P7 license (the pipelayer rate shall apply only to the one or two employees of the total crew whose primary task is to actually perform the mating of pipe sections).

GROUP 5: Air track operators, Sand blasters.



GROUP 6: Nuclear toxic waste removers, blasters.

GROUP 7: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped).

GROUP 8: Bottom men on open air caisson, cylindrical work and boring crew.

GROUP 9: Top men on open air caisson, cylindrical work and boring crew.

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LABO0056-003 04/01/2007

	Rates	Fringes
Laborers: (HEAVY & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 23.00	13.40
GROUP 2.....	\$ 23.25	13.40
GROUP 3.....	\$ 23.35	13.40
GROUP 4.....	\$ 23.50	13.40
GROUP 5.....	\$ 25.00	13.40
GROUP 6.....	\$ 24.75	13.40
GROUP 7.....	\$ 24.00	13.40
GROUP 8.....	\$ 15.00	13.40
LABORERS CLASSIFICATIONS		

GROUP 1: Laborers (Unskilled).

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers.

GROUP 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters.

GROUP 5: Toxic waste remover (non-mechanical systems).

GROUP 6: Blasters.

GROUP 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe).

GROUP 8: Traffic control signalmen.

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LABO0056-004 04/01/2007

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 26.45	13.40+a
Form Erectors.....	\$ 26.725	13.40+a
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 26.45	13.40+a
Laborers Topside, Cage Tenders, Bellman.....	\$ 26.35	13.40+a
Miners.....	\$ 27.25	13.40+a
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 26.45	13.40+a
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 27.25	13.40+a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 32.70	13.40+a
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 32.53	13.40+a
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....	\$ 30.866	13.40+a
Mucking Machine Operator....	\$ 33.20	13.40+a

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day

and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

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PAIN0011-001 06/01/2007

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 29.87	13.10
Brush and Roll.....	\$ 26.87	13.10
Paperhanger.....	\$ 27.37	13.10
Red Label.....	\$ 27.37	13.10
Tanks, Towers, Swing.....	\$ 28.87	13.10
Taper.....	\$ 27.62	13.10

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PAIN0011-003 06/01/2007

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 36.40	13.30

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\* PAIN0011-010 06/01/2007

	Rates	Fringes
Glaziers.....	\$ 30.38	13.10+a

a. PAID HOLIDAYS: Labor Day and Christmas Day.

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PLUM0777-002 06/01/2007

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 33.57	18.96

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ROOF0009-001 06/01/2007

	Rates	Fringes
Roofers:		
Composition.....	\$ 28.40	13.25
Slate and Tile.....	\$ 28.90	13.25

LITCHFIELD COUNTY

Barkhamstead, Canaan, Colebrook, Cornwall, Goshen, Harwington, Litchfield, New Hartford, Norfolk, North Canaan, Salisbury, Sharon, Torrington, Winchester

MIDDLESEX COUNTY

NEW HAVEN COUNTY

Cheshire, Meriden, Wallingford, Wolcott

TOLLAND COUNTY

WINDHAM COUNTY

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ROOF0012-001 06/01/2007

	Rates	Fringes
Roofers:		
Cole Tar Pitch.....	\$ 32.50	10.60+a
Slate, Tile, Composition, Shingles, Single Ply and Damp/Waterproofing.....	\$ 31.00	10.60+a

FAIRFIELD COUNTY;

LITCHFIELD COUNTY

Bethlehem, Bridgewater, Kent, Morris, New Milford, Roxbury,  
Thomaston, Warren, Washington, Watertown, Woodbury

NEW HAVEN COUNTY

Ansonia, Beacon Falls, Bethany, Branford, Derby, East Haven,  
Guilford, Hamden, Madison, Middlebury, Milford, Naugatuck,  
New Haven, North Branford, North Haven, Orange, Oxford,  
Prospect, Seymour, Southbury, Union City, Waterbury, West  
Haven, Woodbridge

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

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\* SFCT0676-001 08/01/2007

	Rates	Fringes
Sprinkler Fitters.....	\$ 36.50	15.10+a

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.

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SHEE0038-002 07/01/2007

	Rates	Fringes
Sheet Metal Worker Fairfield and Litchfield Counties.....	\$ 36.58	25.91

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SHEE0040-001 07/01/2007

Rates Fringes

Sheet Metal Worker  
 Middlesex, New Haven,  
 Tolland and Windham  
 Counties.....\$ 29.55 23.15

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 TEAM0064-001 04/01/2007

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 25.53	11.5225
2 Axle.....	\$ 25.43	11.5225
3 Axle Ready Mix.....	\$ 25.58	11.5225
3 Axle.....	\$ 25.53	11.5225
4 Axle Ready Mix.....	\$ 25.68	11.5225
4 Axle.....	\$ 25.63	11.5225
Heavy Duty Trailer 40 tons and over.....	\$ 25.88	11.5225
Heavy Duty Trailer up to 40 tons.....	\$ 25.63	11.5225
Specialized (Earth moving equipment other than conventional type on-the- road trucks and semi- trailers, including Euclids).....	\$ 25.68	11.5225

Hazardous waste removal work receives additional \$1.25 per hour.

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

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 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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 In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: CT070003 09/07/2007 CT3

Superseded General Decision Number: CT20030003

State: Connecticut

Construction Types: Building, Heavy and Highway

County: New London County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/09/2007
1	04/06/2007
2	04/13/2007
3	05/11/2007
4	05/25/2007
5	06/01/2007
6	06/08/2007
7	06/15/2007
8	06/29/2007
9	07/06/2007
10	07/20/2007
11	08/03/2007
12	09/07/2007

\* BOIL0237-001 10/01/2006

	Rates	Fringes
Boilermakers.....	\$ 31.65	8.72+32%
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BRCT0001-001 04/02/2007		

	Rates	Fringes
BRICKLAYER (BUILDING CONSTRUCTION) (ZONE A).....	\$ 30.25	17.25+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. Employees may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

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BRCT0001-003 04/02/2007

	Rates	Fringes
BRICKLAYER (HEAVY & HIGHWAY CONSTRUCTION) BRICKLAYERS, CEMENT		



MASONS, CEMENT FINISHERS,  
 PLASTERERS, STONE MASONS....\$ 30.25 16.60

CARP0024-001 04/30/2007

	Rates	Fringes
Carpenters: (BUILDING CONSTRUCTION)		
Carpenters (Including Drywall Hanging).....	\$ 26.65	16.21
Millwrights.....	\$ 27.40	16.21

CARP0024-002 04/30/2007

	Rates	Fringes
Carpenters: (HEAVY & HIGHWAY CONSTRUCTION)		
Carpenters, Piledrivers.....	\$ 26.65	16.21
Diver Tenders.....	\$ 26.65	16.21
Divers.....	\$ 35.11	16.21

ELEC0035-003 06/01/2007

	Rates	Fringes
Electricians:		
Bozrah, Colchester, Franklin, Griswold, Lebanon, Ledyard, Lisbon, Montville, North Stonington, Norwich, Preston, Salem, Sprague, Stonington and Voluntown....	\$ 33.10	18.02

ELEC0042-001 08/28/2005

	Rates	Fringes
Line Construction: (Line Construction)		
Driver Groundmen.....	\$ 25.99	10.70+6.25%
Groundmen.....	\$ 19.06	10.70+6.25%
Heavy Equipment Operators....	\$ 31.19	10.70+6.25%
Linemen, Cable Splicers, Dynamite Men.....	\$ 34.65	10.70+6.25%
Material Men, Tractor Trailer Drivers, Equipment Operators.....	\$ 29.45	10.70+6.25%
Line Construction: (Railroad Construction and Maintenance)		
Driver Groundmen.....	\$ 26.74	10.70+6.25%
Heavy Equipment Operators....	\$ 32.09	10.70+6.25%
Linemen, Cable Splicers, Dynamite Men.....	\$ 35.65	10.70+6.25%

Material Men, Tractor  
 Trailer Drivers,  
 Equipment Operators.....\$ 30.30      10.70+6.25%

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 ELEC0090-003 06/01/2007

	Rates	Fringes
Electricians:.....	\$ 33.55	17.16
East Lyme, Groton, New London, Old Lyme, Waterford, plus the part of Ledyard wherein the property of the Submarine Base is located.		

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 ENGI0478-002 04/01/2007

	Rates	Fringes
Power equipment operators: (HEAVY & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 32.05	16.05+a
GROUP 2.....	\$ 31.73	16.05+a
GROUP 3.....	\$ 30.99	16.05+a
GROUP 4.....	\$ 30.60	16.05+a
GROUP 5.....	\$ 30.01	16.05+a
GROUP 6.....	\$ 29.70	16.05+a
GROUP 7.....	\$ 29.36	16.05+a
GROUP 8.....	\$ 28.96	16.05+a
GROUP 9.....	\$ 28.53	16.05+a
GROUP 10.....	\$ 27.96	16.05+a
GROUP 11.....	\$ 26.49	16.05+a
GROUP 12.....	\$ 26.43	16.05+a
GROUP 13.....	\$ 25.98	16.05+a
GROUP 14.....	\$ 25.85	16.05+a
GROUP 15.....	\$ 25.54	16.05+a
GROUP 16.....	\$ 24.71	16.05+a
GROUP 17.....	\$ 24.30	16.05+a
GROUP 18.....	\$ 23.65	16.05+a

Hazardous waste premium \$1.50 per hour over classified rate.

Crane with 150 ft. boom (including jib): \$0.75 extra.  
 Crane with 200 ft. boom (including jib): \$1.25 extra.  
 Crane with 250 ft. boom (including jib): \$2.50 extra.  
 Crane with 300 ft. boom (including jib): \$3.50 extra.  
 Crane with 400 ft. boom (including jib); \$4.00 extra.  
 Crane with 500 ft. boom (including jib); \$5.00 extra.

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Handling or Erecting Structural Steel or

tone; Hoisting Engineer (2 drums or over); Front End Loader (7 cubic yards or over) Work Boat 26 ft. & over.

GROUP 2: Cranes (100 ton rated capacity and over); Backhoe over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer).

GROUP 3: Backhoe; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber tire backhoe (Drott-1085 or similar).

GROUP 4: Trenching machines; Lighter Derrick; Concrete Finishing Machine, cmi Machine or Similar; Koehring Loader Skooper).

GROUP 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming achine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell); Side Boom; Combination Hoe and Loader; Directional Driller; Grader.

GROUP 6: Front End Loader (3 cu. yds. up to 7 cubic yards); Bulldozer.

GROUP 7: Asphalt Roller; Concrete Saws and Cutters (Ride on Types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).

GROUP 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welder; Work Boat Under 26 ft.; Transfer Machine.

GROUP 9: Front End Loader (under 3 cubic yards); Skid Steer Loader (regardless of attachments); (Bobcat or similar); Fork Lift; Power Chipper; Landscape Equipment (including Hydroseeder).

GROUP 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.

GROUP 11: Conveyor; Earth Roller; Power Pavement Breaker (Whiphammer); Robot Demolition Equipment.

GROUP 12: Wellpoint Operator.

GROUP 13: Portable Asphalt Plant Operator; Portable Concrete Plant Operator; Portable Crusher Plant Operator.

GROUP 14: Compressor Battery Operator.

GROUP 15: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper.

GROUP 16: Elevator Operator; Tow Motor Operator (Solid Tire

No Rough Terrain).

GROUP 17: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator.

GROUP 18: Maintenance Engineer.

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ENGI0478-004 04/01/2007

	Rates	Fringes
Power equipment operators: (BUILDING CONSTRUCTION)		
Backhoes: 2 cu.yds.and over..\$	31.73	16.05+a
Backhoes: under 2 cu.yds....\$	30.99	16.05+a
Bulldozers.....\$	29.70	16.05+a
Cranes: 100 ton rated capacity and over.....\$	31.73	16.05+a
Cranes: handling or erecting structural steel...\$	32.05	16.05+a
Cranes: under 100 ton rated capacity.....\$	30.99	16.05+a
Front End Loaders: 3 up to 7 cu. yds.....\$	29.70	16.05+a
Front End Loaders: 7 cu. yds. or over.....\$	32.05	16.05+a
Front End Loaders: under 3 cu.yds.....\$	28.53	16.05+a

Hazardous waste premium \$1.50 per hour over classified rate.

Crane with boom, including jib, 150 feet - \$0.75 extra.  
Crane with boom, including jib, 200 feet - \$1.25 extra.  
Crane with boom, including jib, 250 feet - \$2.50 extra.  
Crane with boom, including jib, 300 feet - \$3.50 extra.  
Crane with boom, including jib 400 feet - \$4.00 extra.  
Crane with boom, including jib 500 feet - \$5.00 extra.

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.

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IRON0015-003 06/25/2007

	Rates	Fringes
Ironworkers: (Reinforcing & Structural).....\$	31.05	21.18+a

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

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LABO0056-002 04/01/2007

	Rates	Fringes
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Laborers: (BUILDING)

Mason Tenders (Brick & Cement).....	\$ 23.50	13.40
Unskilled.....	\$ 23.00	13.40

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LABO0056-003 04/01/2007

	Rates	Fringes
Laborers: (HEAVY & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 23.00	13.40
GROUP 2.....	\$ 23.25	13.40
GROUP 3.....	\$ 23.35	13.40
GROUP 4.....	\$ 23.50	13.40
GROUP 5.....	\$ 25.00	13.40
GROUP 6.....	\$ 24.75	13.40
GROUP 7.....	\$ 24.00	13.40
GROUP 8.....	\$ 15.00	13.40
LABORERS CLASSIFICATIONS		

GROUP 1: Laborers (Unskilled).

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers.

GROUP 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters.

GROUP 5: Toxic waste remover (non-mechanical systems).

GROUP 6: Blasters.

GROUP 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe).

GROUP 8: Traffic control signalmen.

LABO0056-004 04/01/2007

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 26.45	13.40+a
Form Erectors.....	\$ 26.725	13.40+a
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 26.45	13.40+a
Laborers Topside, Cage Tenders, Bellman.....	\$ 26.35	13.40+a
Miners.....	\$ 27.25	13.40+a
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 26.45	13.40+a
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 27.25	13.40+a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 32.70	13.40+a
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 32.53	13.40+a
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....	\$ 30.866	13.40+a
Mucking Machine Operator...	\$ 33.20	13.40+a

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

PAIN0011-002 06/01/2007

	Rates	Fringes
Painters: (Including Drywall		

Finishing)		
Blast and Spray.....	\$ 29.87	13.10
Brush and Roll.....	\$ 26.87	13.10
Paperhanger.....	\$ 27.37	13.10
Red Label.....	\$ 27.37	13.10
Tanks, Towers, Swing.....	\$ 28.87	13.10
Taper.....	\$ 27.62	13.10

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PAIN0011-003 06/01/2007

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 36.40	13.30

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PLUM0777-003 06/01/2007

	Rates	Fringes
Plumbers and Pipefitters (Including HVAC Work).....	\$ 33.57	18.96

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ROOF0009-003 06/01/2007

	Rates	Fringes
Roofers:		
Composition.....	\$ 28.40	13.25
Slate and Tile.....	\$ 28.90	13.25

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\* SFCT0676-001 08/01/2007

	Rates	Fringes
Sprinkler Fitters.....	\$ 36.50	15.10+a

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.

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SHEE0040-002 07/01/2007

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 29.55	23.15

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SUCT1991-001 09/13/1991

	Rates	Fringes
Mortar Mixer.....	\$ 7.25	

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TEAM0064-002 04/01/2007

	Rates	Fringes
Truck drivers: (BUILDING CONSTRUCTION)		
2 Axle.....	\$ 25.43	11.5225
3 Axle.....	\$ 25.53	11.5225

Hazardous waste removal work receives additional \$1.25 per hour

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

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TEAM0064-003 04/01/2007

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
2 Axle Ready Mix.....	\$ 25.53	11.5225
2 Axle.....	\$ 25.43	11.5225
3 Axle Ready Mix.....	\$ 25.58	11.5225
3 Axle.....	\$ 25.53	11.5225
4 Axle Ready Mix.....	\$ 25.68	11.5225
4 Axle.....	\$ 25.63	11.5225
Heavy Duty Trailer 40 tons and over.....	\$ 25.88	11.5225
Heavy Duty Trailer up to 40 tons.....	\$ 25.63	11.5225
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids).....	\$ 25.68	11.5225

Hazardous waste removal work receives additional \$1.25 per hour.

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

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses



(29CFR 5.5 (a) (1) (ii)).

-----  
In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.  
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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: CT070004 09/07/2007 CT4

Superseded General Decision Number: CT20030004

State: Connecticut

Construction Types: Building, Heavy and Highway

County: Hartford County in Connecticut.

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories); HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/09/2007
1	02/16/2007
2	04/06/2007
3	04/13/2007
4	05/11/2007
5	05/25/2007
6	06/01/2007
7	06/08/2007
8	06/15/2007
9	06/29/2007
10	07/06/2007
11	07/20/2007
12	08/03/2007
13	09/07/2007

ASBE0006-006 09/01/2006

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.		

East Granby, Enfield, Granby, Hartland, Suffield and Windsor-Locks.....	\$ 28.86	16.83
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ASBE0033-001 09/01/2005

	Rates	Fringes
Asbestos Workers/Insulator Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.		
Avon, Berlin, Bloomfield, Bristol, Burlington, Canton, East Windsor, East Hartford, Farmington, Glastonbury, Hartford, Manchester, Marlborough, New Britain, Newington, Plainville, Rocky Hill, Southington, Simsbury, South Windsor, West Hartford, Windsor, Wethersfield.....	\$ 30.21	17.10

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ASBE0201-003 04/01/2005

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.....	\$ 20.50	10.30

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\* BOIL0237-001 10/01/2006

	Rates	Fringes
Boilermakers.....	\$ 31.65	8.72+32%

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BRCT0001-001 04/02/2007

	Rates	Fringes
BRICKLAYER (BUILDING		

CONSTRUCTION)  
 (ZONE A).....\$ 30.25                   17.25+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. Employees may  
 schedule work on Christmas Eve and employees shall receive  
 pay for actual hours worked in addition to holiday pay.

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 BRCT0001-003 04/02/2007

	Rates	Fringes
BRICKLAYER (HEAVY & HIGHWAY CONSTRUCTION) BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, PLASTERERS, STONE MASONS.....	\$ 30.25	16.60

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 CARP0024-003 04/30/2007

	Rates	Fringes
Carpenters: (BUILDING CONSTRUCTION Berlin, Bristol, Burlington, Canton, Marlborough, New Britain, Newington, Plainville, Southington) CARPENTERS (Including Drywall/Acoustical); SOFT FLOOR LAYERS.....	\$ 26.65	16.21
MILLWRIGHTS.....	\$ 27.40	16.21

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 CARP0024-005 04/30/2007

	Rates	Fringes
Carpenters: (HEAVY & HIGHWAY CONSTRUCTION: Berlin, Bristol, Burlington, Canton, Marlborough, New Britain, Newington, Plainville, Southington) CARPENTERS; PILEDRIVERS.....	\$ 26.65	16.21
DIVER TENDERS.....	\$ 26.65	16.21
DIVERS.....	\$ 35.11	16.21

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 CARP0043-001 04/30/2007

	Rates	Fringes
Carpenters: (BUILDING CONSTRUCTION: Avon, Bloomfield, East Granby, East Hartford, East		

Windsor, Enfield, Farmington,  
 Glastonbury, Granby,  
 Hartford, Hartland,  
 Manchester, Rocky Hill,  
 Simsbury, South Windsor,  
 Suffield, West Hartford,  
 Wethersfield, Windsor,  
 Windsor Locks)

CARPENTERS (Including Drywall/Acoustical); SOFT FLOOR LAYERS.....\$ 26.65	16.21
MILLWRIGHTS.....\$ 27.40	16.21

CARP0043-003 04/30/2007

	Rates	Fringes
Carpenters: (HEAVY & HIGHWAY CONSTRUCTION: Avon, Bloomfield, East Granby, East Hartford, East Windsor, Enfield, Farmington, Glastonbury, Granby, Hartford, hartland, Manchester, Rocky Hill, Simsbury, South Windsor, Suffield, West Hartford, Wethersfield, Windsor, Windsor Locks)		
CARPENTERS; PILEDRIVERS.....\$ 26.65		16.21
DIVER TENDERS.....\$ 26.65		16.21
DIVERS.....\$ 35.11		16.21

ELEC0035-002 06/01/2007

	Rates	Fringes
Electricians: Entire County, excluding Berlin, Bristol, Hartland, New Britain, Newington, Plainville and Southington..\$ 33.10		
		18.02

ELEC0042-001 08/28/2005

	Rates	Fringes
Line Construction: (Line Construction)		
Driver Groundmen.....\$ 25.99		10.70+6.25%
Groundmen.....\$ 19.06		10.70+6.25%
Heavy Equipment Operators...\$ 31.19		10.70+6.25%
Linemen, Cable Splicers, Dynamite Men.....\$ 34.65		10.70+6.25%
Material Men, Tractor Trailer Drivers, Equipment Operators.....\$ 29.45		10.70+6.25%

Line Construction:  
 (Railroad Construction and  
 Maintenance)

Driver Groundmen.....	\$ 26.74	10.70+6.25%
Heavy Equipment Operators...	\$ 32.09	10.70+6.25%
Linemen, Cable Splicers, Dynamite Men.....	\$ 35.65	10.70+6.25%
Material Men, Tractor Trailer Drivers, Equipment Operators.....	\$ 30.30	10.70+6.25%

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 ELEC0090-001 06/01/2007

Rates Fringes

Electricians:

Berlin, Bristol, New Britain, Newington, Plainville, Southington.....	\$ 33.55	17.16
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 ELEC0488-004 06/01/2007

Rates Fringes

Electricians:

Hartland Township.....	\$ 33.50	17.37
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 ELEV0091-001 01/01/2007

Rates Fringes

ELEVATOR MECHANIC.....	\$ 39.595	14.885+a+b
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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.

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 ENGI0478-002 04/01/2007

Rates Fringes

Power equipment operators:  
 (HEAVY & HIGHWAY CONSTRUCTION)

GROUP 1.....	\$ 32.05	16.05+a
GROUP 2.....	\$ 31.73	16.05+a
GROUP 3.....	\$ 30.99	16.05+a
GROUP 4.....	\$ 30.60	16.05+a
GROUP 5.....	\$ 30.01	16.05+a
GROUP 6.....	\$ 29.70	16.05+a
GROUP 7.....	\$ 29.36	16.05+a
GROUP 8.....	\$ 28.96	16.05+a
GROUP 9.....	\$ 28.53	16.05+a
GROUP 10.....	\$ 27.96	16.05+a

GROUP 11.....	\$ 26.49	16.05+a
GROUP 12.....	\$ 26.43	16.05+a
GROUP 13.....	\$ 25.98	16.05+a
GROUP 14.....	\$ 25.85	16.05+a
GROUP 15.....	\$ 25.54	16.05+a
GROUP 16.....	\$ 24.71	16.05+a
GROUP 17.....	\$ 24.30	16.05+a
GROUP 18.....	\$ 23.65	16.05+a

Hazardous waste premium \$1.50 per hour over classified rate.

Crane with 150 ft. boom (including jib): \$0.75 extra.  
 Crane with 200 ft. boom (including jib): \$1.25 extra.  
 Crane with 250 ft. boom (including jib): \$2.50 extra.  
 Crane with 300 ft. boom (including jib): \$3.50 extra.  
 Crane with 400 ft. boom (including jib); \$4.00 extra.  
 Crane with 500 ft. boom (including jib); \$5.00 extra.

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane Handling or Erecting Structural Steel or tone; Hoisting Engineer (2 drums or over); Front End Loader (7 cubic yards or over) Work Boat 26 ft. & over.

GROUP 2: Cranes (100 ton rated capacity and over); Backhoe over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer).

GROUP 3: Backhoe; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber tire backhoe (Drott-1085 or similar).

GROUP 4: Trenching machines; Lighter Derrick; Concrete Finishing Machine, cmi Machine or Similar; Koehring Loader Skooper).

GROUP 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming achine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell); Side Boom; Combination Hoe and Loader; Directional Driller; Grader.

GROUP 6: Front End Loader (3 cu. yds. up to 7 cubic yards); Bulldozer.

GROUP 7: Asphalt Roller; Concrete Saws and Cutters (Ride on Types); Vermeer Concrete Cutter; Stump Grinder; Scraper;



Snooper; Skidder; Milling Machine (24" and Under Mandrel).

GROUP 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welder; Work Boat Under 26 ft.; Transfer Machine.

GROUP 9: Front End Loader (under 3 cubic yards); Skid Steer Loader (regardless of attachments); (Bobcat or similar); Fork Lift; Power Chipper; Landscape Equipment (including Hydroseeder).

GROUP 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.

GROUP 11: Conveyor; Earth Roller; Power Pavement Breaker (Whiphammer); Robot Demolition Equipment.

GROUP 12: Wellpoint Operator.

GROUP 13: Portable Asphalt Plant Operator; Portable Concrete Plant Operator; Portable Crusher Plant Operator.

GROUP 14: Compressor Battery Operator.

GROUP 15: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper.

GROUP 16: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).

GROUP 17: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator.

GROUP 18: Maintenance Engineer.

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ENGI0478-005 04/01/2007

	Rates	Fringes
Power equipment operators: (BUILDING CONSTRUCTION)		
Backhoe/Loader Combination..	\$ 30.01	16.05+a
Cranes: 100 ton rated capacity and over.....	\$ 31.73	16.05+a
Cranes: 2 drums or over.....	\$ 32.05	16.05+a
Cranes: under 100 ton rated capacity.....	\$ 30.99	16.05+a
Forklift Operator.....	\$ 28.53	16.05+a
Hoist engineer: 2 drums or over.....	\$ 32.05	16.05+a
Hoist engineer: all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation.....	\$ 30.99	16.05+a
Maintenance engineer.....	\$ 23.65	16.05+a

Roller, All Types.....\$ 29.36 16.05+a

Hazardous waste premium \$1.50 per hour over classified rate.

Crane with boom, including jib, 150 feet - \$0.75 extra  
Crane with boom, including jib, 200 feet - \$1.25 extra  
Crane with boom, including jib, 250 feet - \$2.50 extra  
Crane with boom, including jib, 300 feet - \$3.50 extra  
Crane with boom, including jib, 400 feet - \$4.00 extra  
Crane with boom, including jib, 500 feet - \$5.00 extra

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.

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IRON0015-002 06/25/2007

	Rates	Fringes
Ironworkers: (Ornamental, Reinforcing, Structural (Including Metal Building Erecting) and Precast Concrete Erection).....	\$ 31.05	21.18+a

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

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LABO0056-002 04/01/2007

	Rates	Fringes
Laborers: (BUILDING)		
Mason Tenders (Brick & Cement).....	\$ 23.50	13.40
Unskilled.....	\$ 23.00	13.40

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LABO0056-003 04/01/2007

	Rates	Fringes
Laborers: (HEAVY & HIGHWAY CONSTRUCTION)		
GROUP 1.....	\$ 23.00	13.40
GROUP 2.....	\$ 23.25	13.40
GROUP 3.....	\$ 23.35	13.40
GROUP 4.....	\$ 23.50	13.40
GROUP 5.....	\$ 25.00	13.40
GROUP 6.....	\$ 24.75	13.40
GROUP 7.....	\$ 24.00	13.40
GROUP 8.....	\$ 15.00	13.40
LABORERS CLASSIFICATIONS		

GROUP 1: Laborers (Unskilled).

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers.

GROUP 4: Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block pavers and curb setters.

GROUP 5: Toxic waste remover (non-mechanical systems).

GROUP 6: Blasters.

GROUP 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe).

GROUP 8: Traffic control signalmen.

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LABO0056-004 04/01/2007

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 26.45	13.40+a
Form Erectors.....	\$ 26.725	13.40+a
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 26.45	13.40+a
Laborers Topside, Cage Tenders, Bellman.....	\$ 26.35	13.40+a
Miners.....	\$ 27.25	13.40+a
SHIELD DRIVE AND LINER		

PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 26.45	13.40+a
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 27.25	13.40+a
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 32.70	13.40+a
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 32.53	13.40+a
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....	\$ 30.866	13.40+a
Mucking Machine Operator...	\$ 33.20	13.40+a

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

-----  
PAIN0011-003 06/01/2007

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, Water, etc.) Spray...	\$ 36.40	13.30

-----  
PAIN0011-004 06/01/2007

	Rates	Fringes
Painters: (Including Drywall Finishing)		
Blast and Spray.....	\$ 29.87	13.10
Brush and Roll.....	\$ 26.87	13.10
Paperhanger.....	\$ 27.37	13.10
Red Label.....	\$ 27.37	13.10
Tanks, Towers, Swing.....	\$ 28.87	13.10
Taper.....	\$ 27.62	13.10

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PLUM0777-004 06/01/2007

	Rates	Fringes
Plumbers and Pipefitters		

(Including HVAC Work).....\$ 33.57 18.96

-----  
ROOF0009-002 06/01/2007

	Rates	Fringes
Roofers:		
Composition.....	\$ 28.40	13.25
Slate and Tile.....	\$ 28.90	13.25

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\* SFCT0676-001 08/01/2007

	Rates	Fringes
Sprinkler Fitters.....	\$ 36.50	15.10+a

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.

-----  
SHEE0040-002 07/01/2007

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 29.55	23.15

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\* SUCT1991-002 11/01/1991

	Rates	Fringes
Glaziers.....	\$ 18.88	4.58
Plasterer.....	\$ 17.00	
Power equipment operators:		
Backhoes.....	\$ 16.83	3.45
Bulldozers.....	\$ 16.98	3.37
Front End Loaders.....	\$ 18.20	3.41
TILE SETTER.....	\$ 20.75	
Truck drivers (Building)		
3 Axle.....	\$ 13.29	2.64
4 Axle.....	\$ 10.00	.27

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TEAM0064-004 04/01/2007

	Rates	Fringes
Truck drivers: (BUILDING CONSTRUCTION)		
2 Axle.....	\$ 25.43	11.5225

Hazardous waste removal work receives additional \$1.25 per hour.

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

-----  
 TEAM0064-005 04/01/2007

	Rates	Fringes
Truck drivers: (HEAVY & HIGHWAY CONSTRUCTION)		
2 Axle Ready Mix.....	\$ 25.53	11.5225
2 Axle.....	\$ 25.43	11.5225
3 Axle Ready Mix.....	\$ 25.58	11.5225
3 Axle.....	\$ 25.53	11.5225
4 Axle Ready Mix.....	\$ 25.68	11.5225
4 Axle.....	\$ 25.63	11.5225
Heavy Duty Trailer 40 tons and over.....	\$ 25.88	11.5225
Heavy Duty Trailer up to 40 tons.....	\$ 25.63	11.5225
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids).....	\$ 25.68	11.5225

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-----  
 WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
 =====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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- \* a survey underlying a wage determination
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Wage and Hour Division  
U.S. Department of Labor  
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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



## **TRAFFIC CONTROL DURING MAINTENANCE OPERATIONS (English Version)**

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

**TRAFFIC CONTROL PATTERNS:** Traffic control patterns shall be used when a work operation requires that all or part of any vehicle protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

1. Speed and volume of traffic.
2. Duration of operation.
3. Exposure to hazards.

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.

Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Typical traffic control plans 20 through 25 may be used for moving operations such as painting, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and flaggers shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Engineer or Supervisor must contact both the District Traffic Representative and the District Safety Advisor for assistance prior to setting up a traffic control pattern.

**PLACEMENT OF SIGNS:** Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side

of the roadway as the work area. On multi-lane divided highways, advance warning signs may be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

**Allowable Adjustment of Signs and Devices  
Shown on the Traffic Control Plans**

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer or Supervisor to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer or Supervisor may require that the signing pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

**TABLE I – MINIMUM TAPER LENGTHS**

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

**PAVING OPERATIONS ON HIGHWAYS – WORK BY CONTRACTOR:**

The Engineer or Supervisor will be assigned to each project to coordinate the traffic control for paving operations and determine the number of traffic control personnel required.

The District Traffic Representative will determine the hours of the paving operations and will coordinate the paving operations with other construction activities in the immediate area. The District Traffic Representative will be available to assist field forces on traffic control issues and may contact the Division of Traffic Engineering for additional assistance.

When work hours on a particular project have been established, an on-site meeting between the Department and the Contractor will be held two weeks prior to the starting date. If the District Traffic Representative determines that it is necessary, a news release will be prepared and distributed to the local papers, radio stations, State Police, and municipalities.

### **MOVING OPERATIONS - WORK BY STATE FORCES:**

The Engineer or Supervisor will be assigned to each project and will direct the entire moving operation. If the Engineer or Supervisor must leave the operation, a substitute shall be assigned to continue the operation.

All personnel involved in this work will be instructed by the Engineer or Supervisor regarding the proper application of traffic control patterns that will be used to complete the work.

The first advance warning to the motorist shall be vehicle #1 which shall be located considering ramps, grades, curves, volumes, and speed of the traffic. This vehicle shall not restrict any portion of the travelway on multilane highways, except as noted on plans.

All vehicles shall have the appropriate illuminated warning devices.

### **INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS**

Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.

Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.

### **USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)**

On limited access, high volume roadways, a TMA shall be placed prior to the first work area in the traffic control pattern. If there are multiple work areas within the same pattern, then additional TMAs may be positioned at each additional work area in the pattern as needed.

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.

### **TRAFFIC CONES**

Traffic Cones shall be fluorescent orange PVC with 6" and 4" white retroreflective collars. Traffic cones shall be 36" minimum in height and 12 lbs. minimum in weight with the following approximate dimensions: 14" square base, 2 1/4" top O.D., 10 1/2" bottom O.D.

NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN THE INSTALLATION OF AN ADDITIONAL SIGN (A) IN ADVANCE OF THE STOPPAGE SHOULD BE CONSIDERED.
2. SIGNS (AA), (A) AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE #1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. A CHANGEABLE MESSAGE SIGN MAY BE UTILIZED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
5. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 72 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA WILL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS REOPENED TO ALL LANES OF TRAFFIC.
7. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN THE EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED AND TEMPORARY PAVEMENT MARKINGS THAT DEPICT THE PROPER TRAVEL PATHS SHALL BE INSTALLED.
8. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 200' ON LOW SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
9. FOR SHORT DURATION OPERATIONS, 4 TRUCK MOUNTED ATTENUATOR UNITS MAY BE USED TO CREATE THE TAPER IN LIEU OF TRAFFIC CONES/DRUMS.
10. FOR THE INSTALLATION OF PAVEMENT MARKINGS, VEHICLE 1 SHALL HAVE A SIGN WITH THE LEGEND "LINE PAINTING".

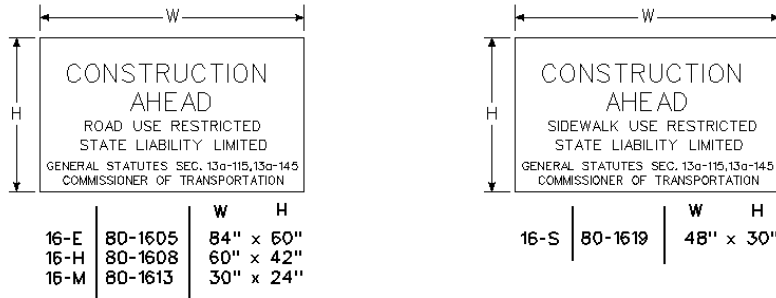


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HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE  
TRAFFIC CONTROL PLAN  
NOTES

**SERIES 16 SIGNS**



THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

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

THE LOCATION OF SERIES 16 SIGNS SHOULD BE INSTALLED AS DIRECTED BY THE ENGINEER OR SUPERVISOR, OR MAY BE FOUND ELSEWHERE IN THE PLANS.

IF SIGNS ARE TO BE POST MOUNTED THEN:

SIGN 16-E OR 16-H SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H OR 16-M SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

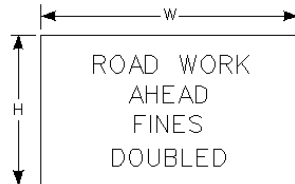
SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

IF SIGNS ARE TO BE MOUNTED ON PORTABLE SUPPORTS, THEN SIGN 16-M SHALL BE USED.

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

THE REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHEN THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS. THE "ROAD WORK AHEAD, FINES DOUBLED" REGULATORY SIGNS SHALL NOT BE INSTALLED ON TOWN ROADS.

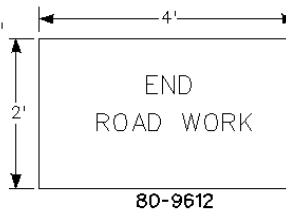
THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.



31-1906 48" x 42"

**"END ROAD WORK" SIGN**

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



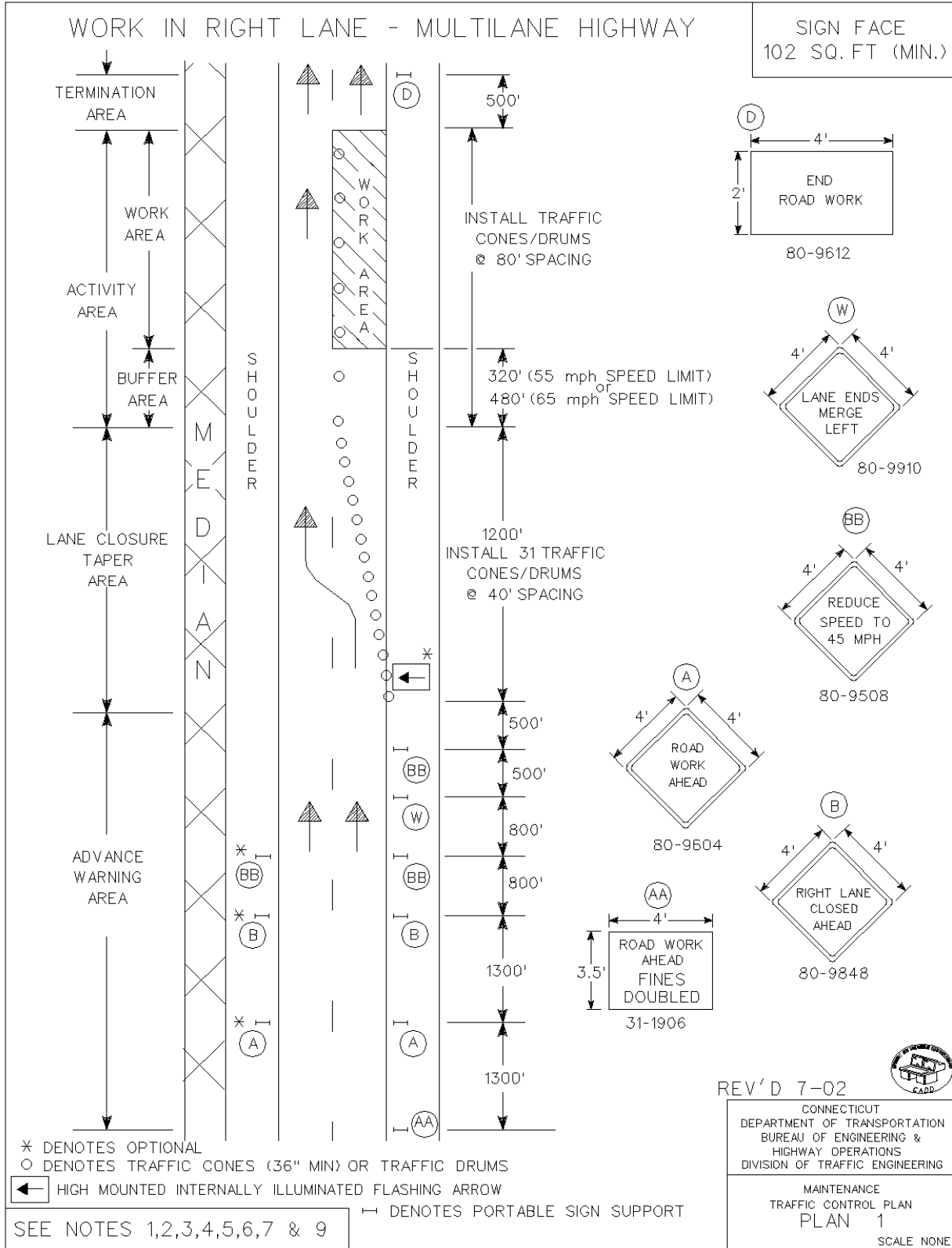
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DIVISION OF TRAFFIC ENGINEERING

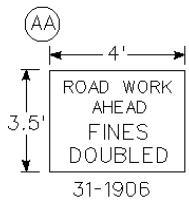
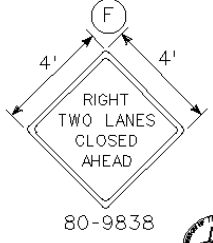
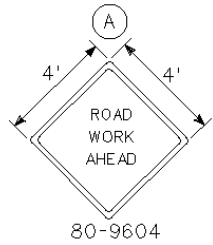
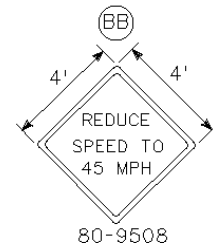
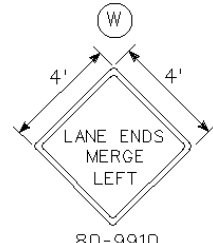
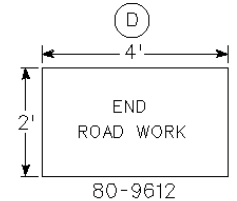
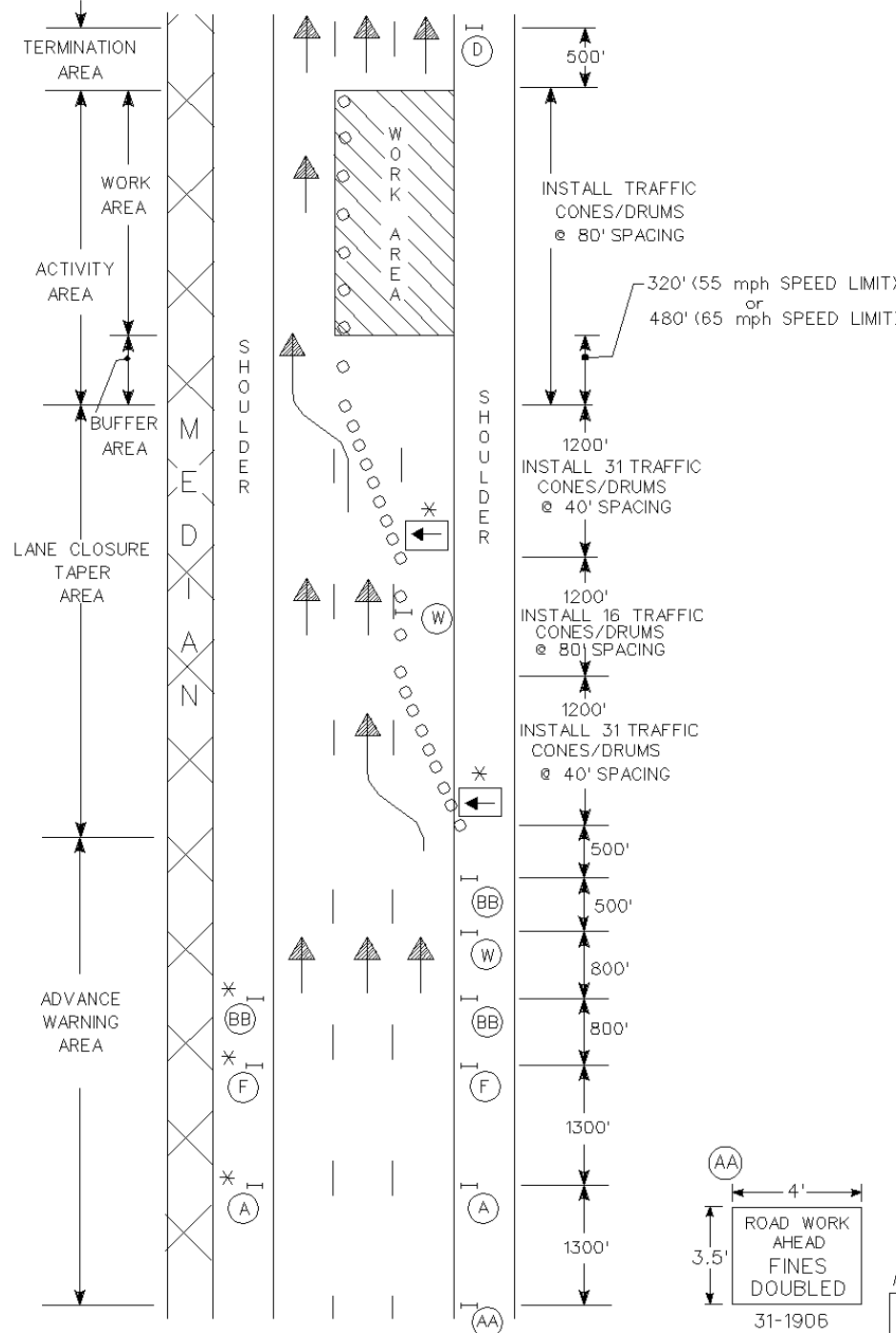
MAINTENANCE  
TRAFFIC CONTROL PLAN

REQUIRED SIGNS



WORK IN RIGHT TWO LANES - MULTILANE HIGHWAY

SIGN FACE  
118 SQ. FT (MIN)



- DENOTES PORTABLE SIGN SUPPORT
- DENOTES TRAFFIC CONE OR TRAFFIC DRUM
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

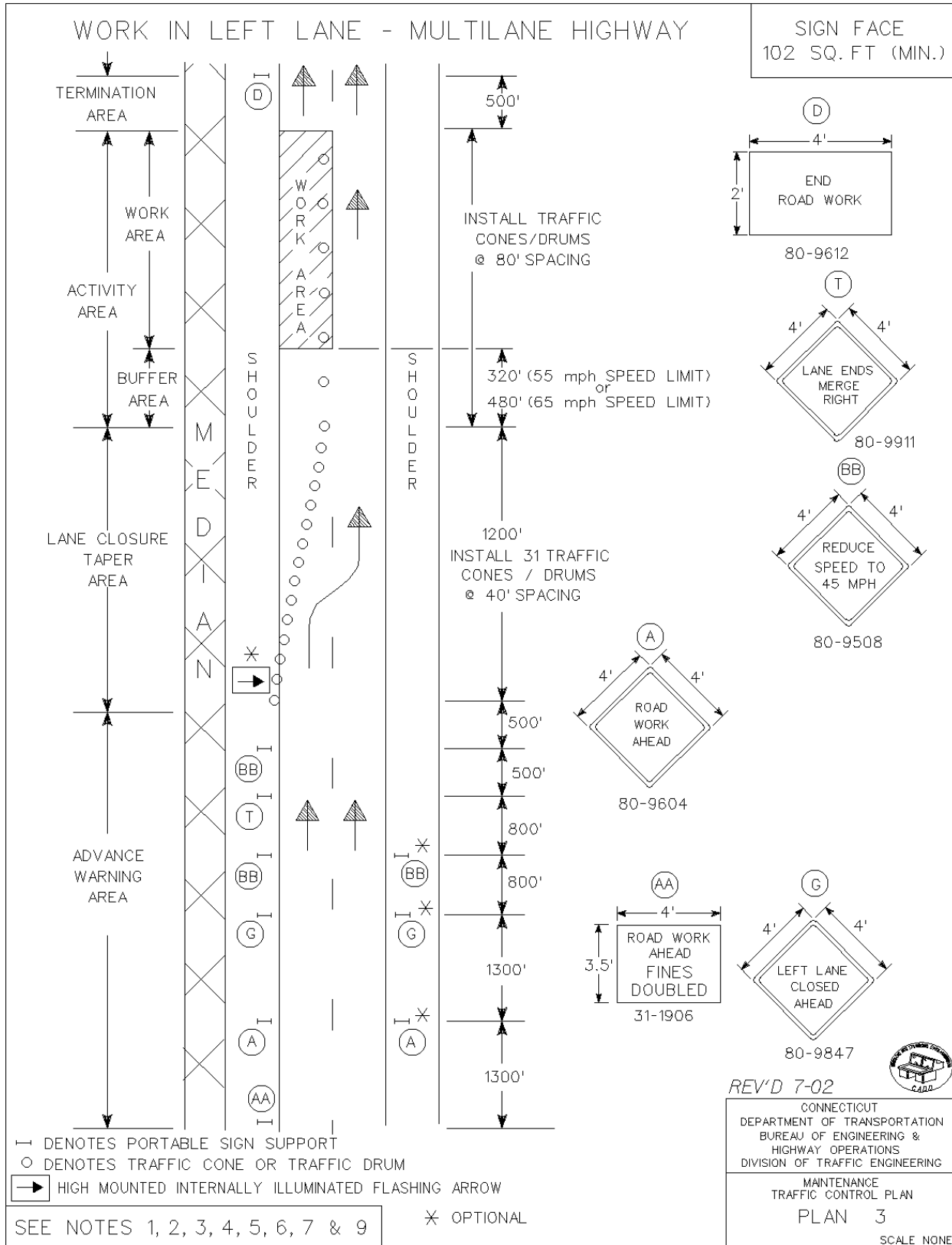
SEE NOTES 1, 2, 3, 4, 5, 6, 7 & 9

\* OPTIONAL

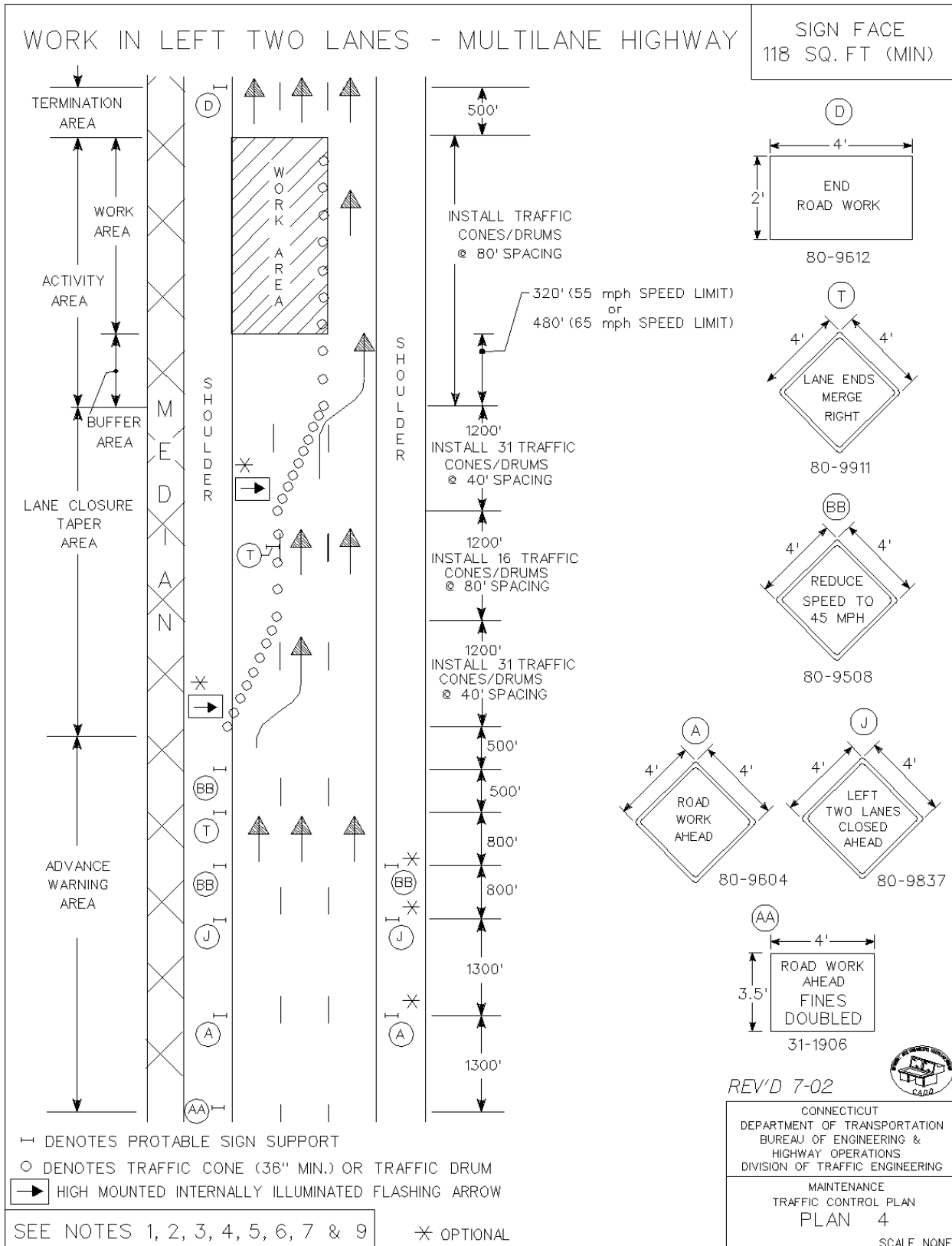
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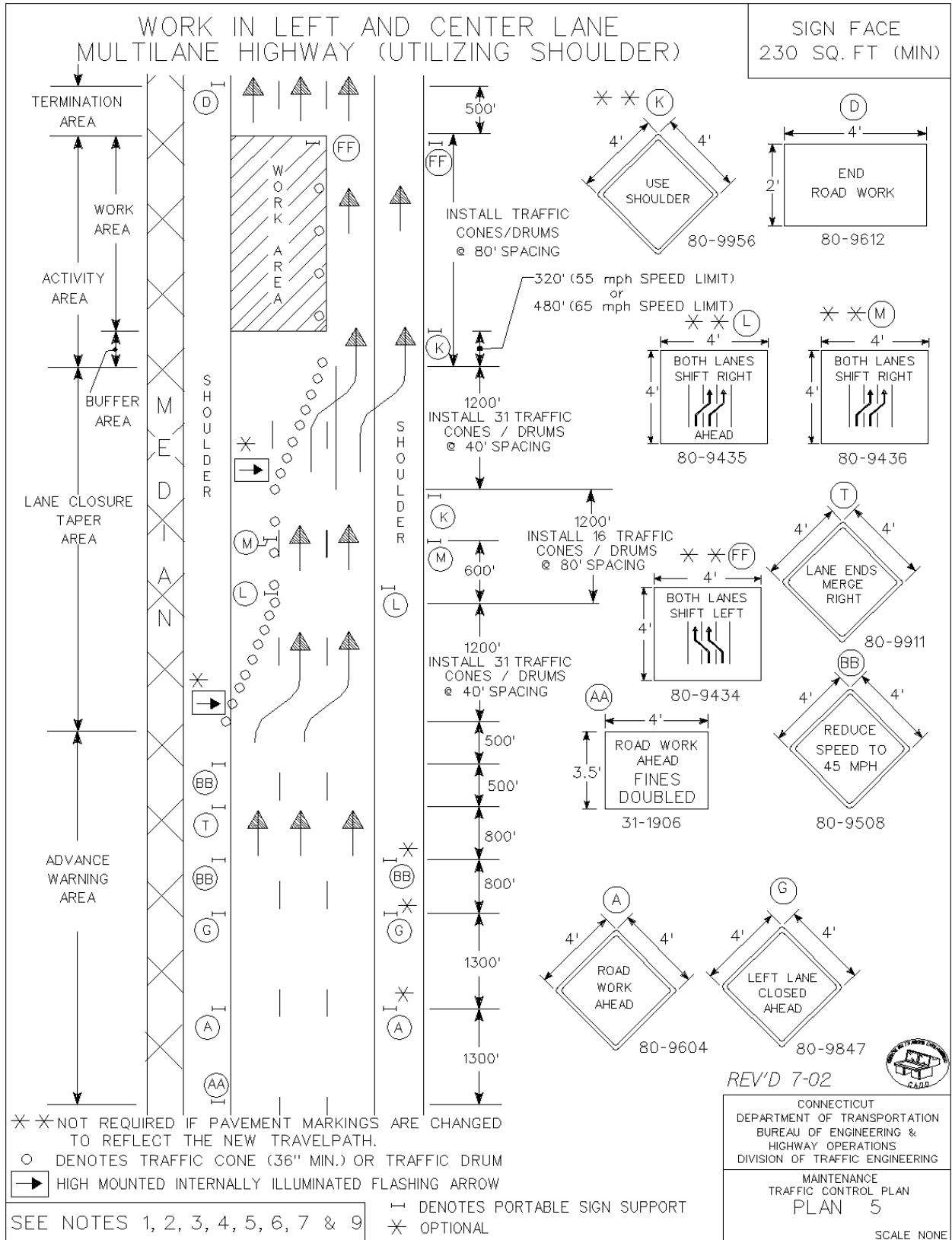
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MAINTENANCE  
TRAFFIC CONTROL PLAN  
PLAN 2  
SCALE NONE



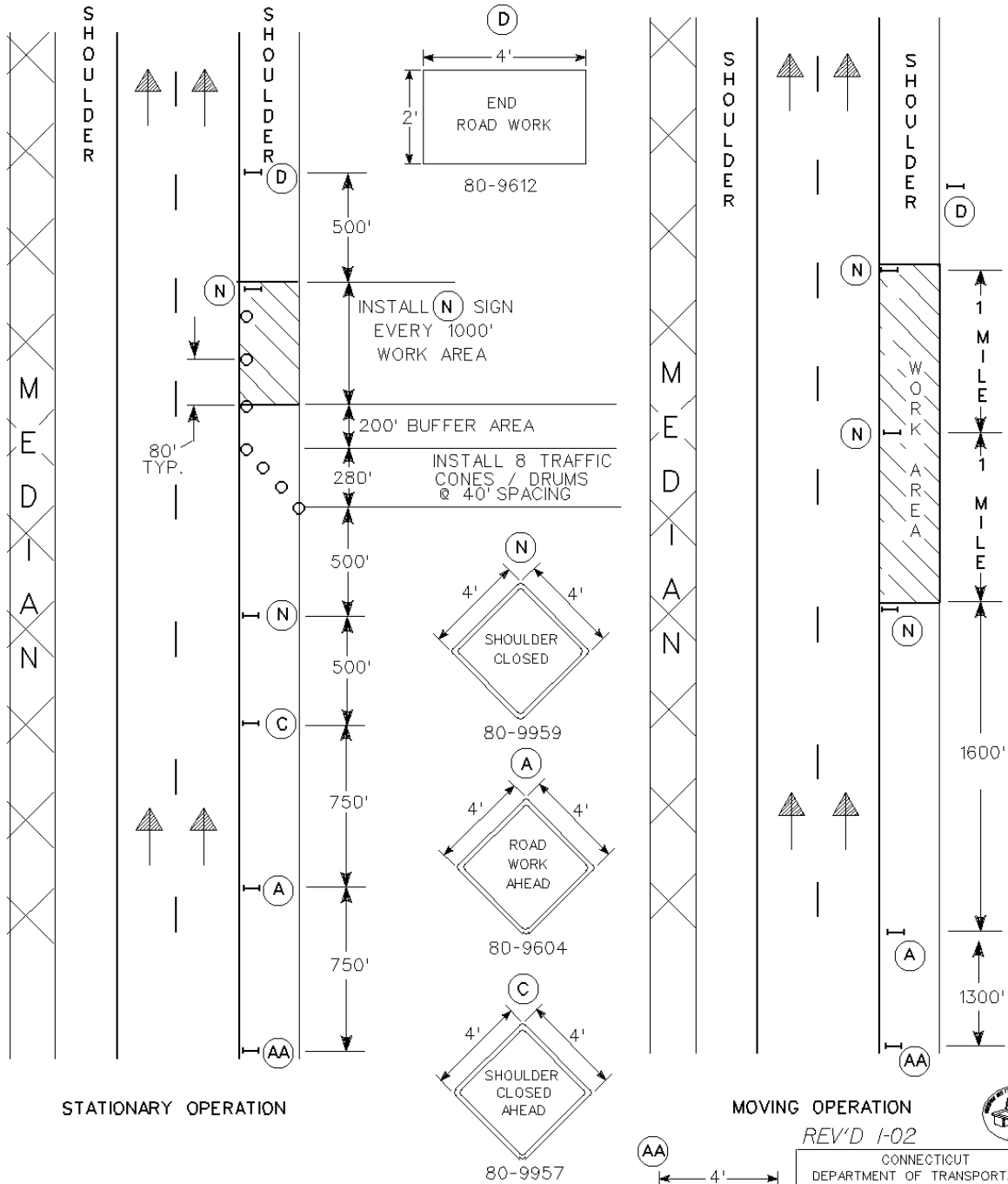






WORK IN SHOULDER AREA - MULTILANE HIGHWAY

SIGN FACE  
86 & 78 SQ. FT (MIN)



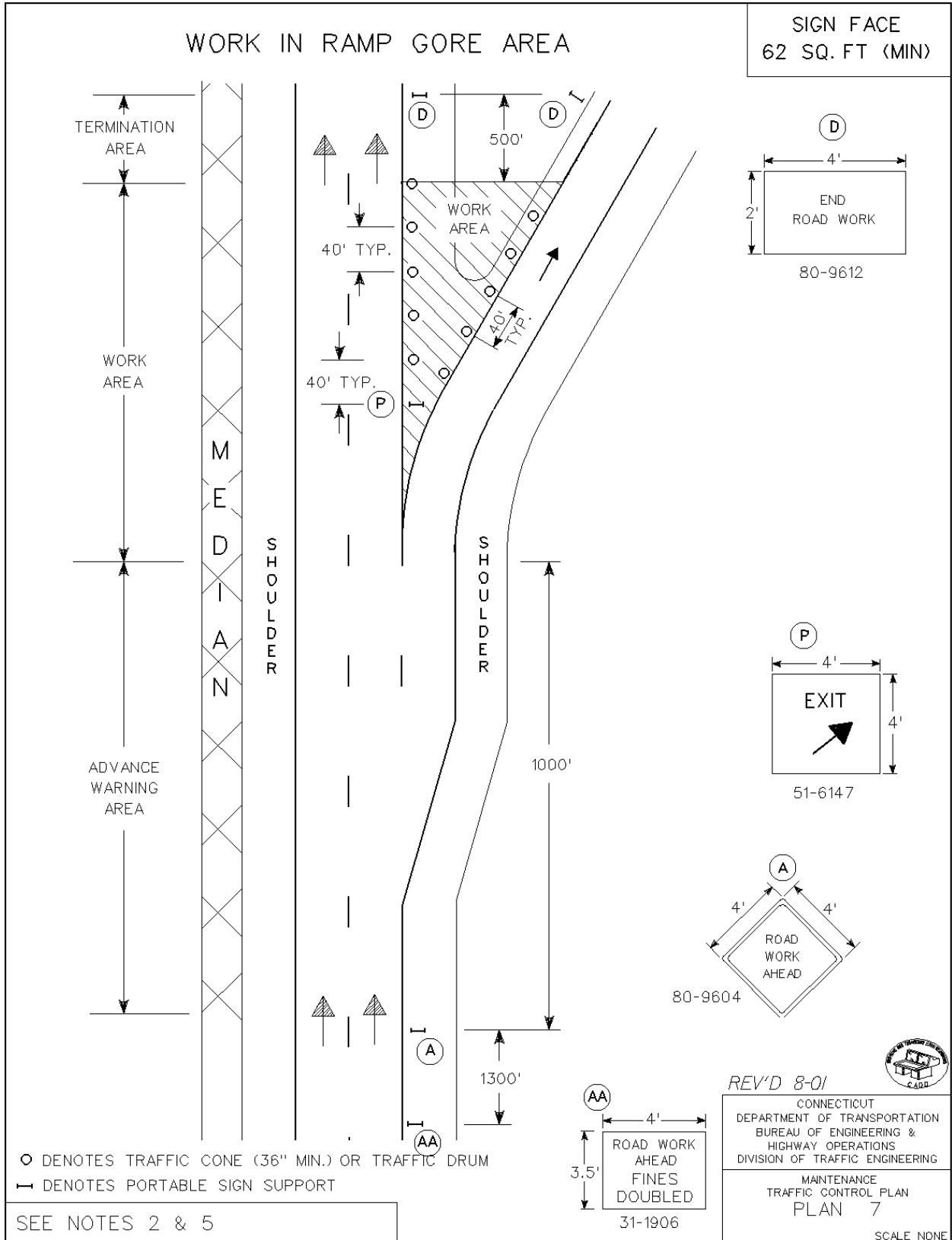
○ DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM  
 ┌ DENOTES PORTABLE SIGN SUPPORT

SEE NOTES 1, 2 & 5

REV'D 1-02

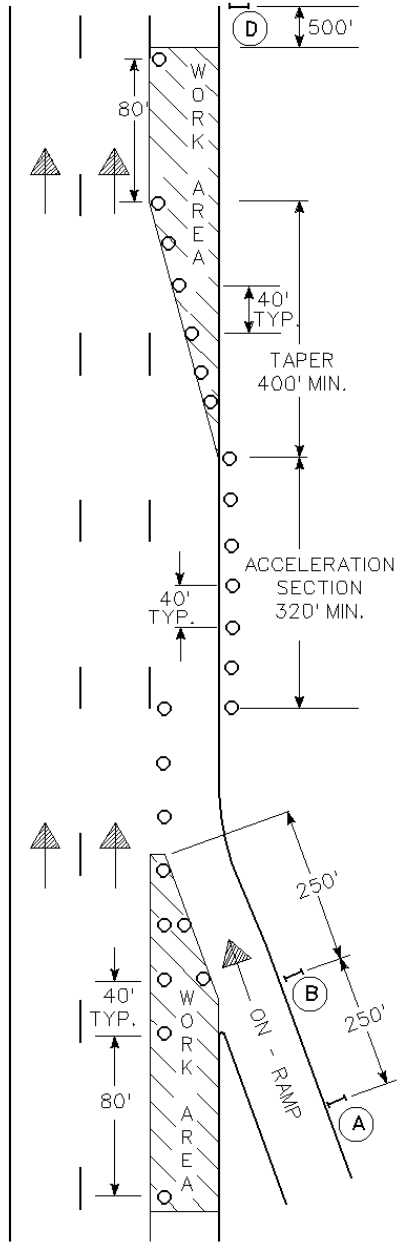
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 DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE  
 TRAFFIC CONTROL PLAN  
 PLAN 6  
 SCALE NONE

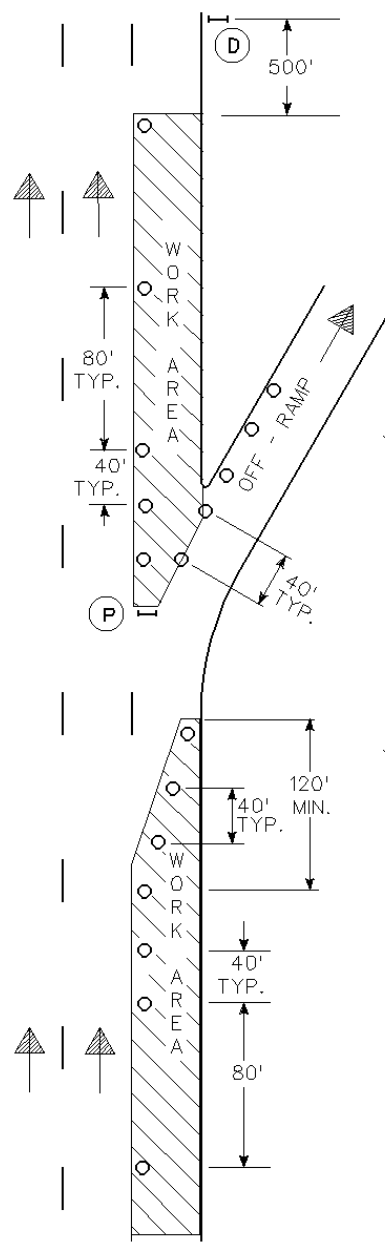


# TYPICAL RAMP TREATMENTS FOR MAINLINE LANE CLOSURE - MULTILANE HIGHWAY

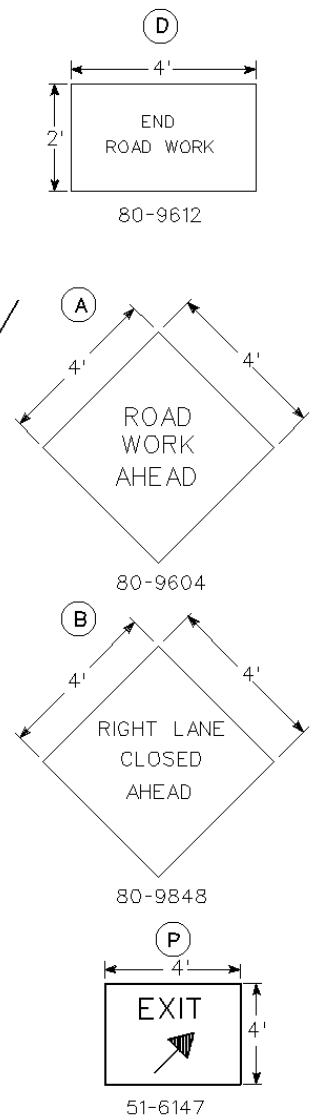
SIGN FACE SQ. FT VARIES



ON - RAMP TREATMENT



OFF - RAMP TREATMENT



USE TRAFFIC CONTROL PLAN 1 TO CLOSE THE RIGHT LANE.  
 ↪ DENOTES PORTABLE SIGN SUPPORT  
 ○ DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM

SEE NOTES 1, 2, 4, 5, 6 & 7

REV'D 11-01

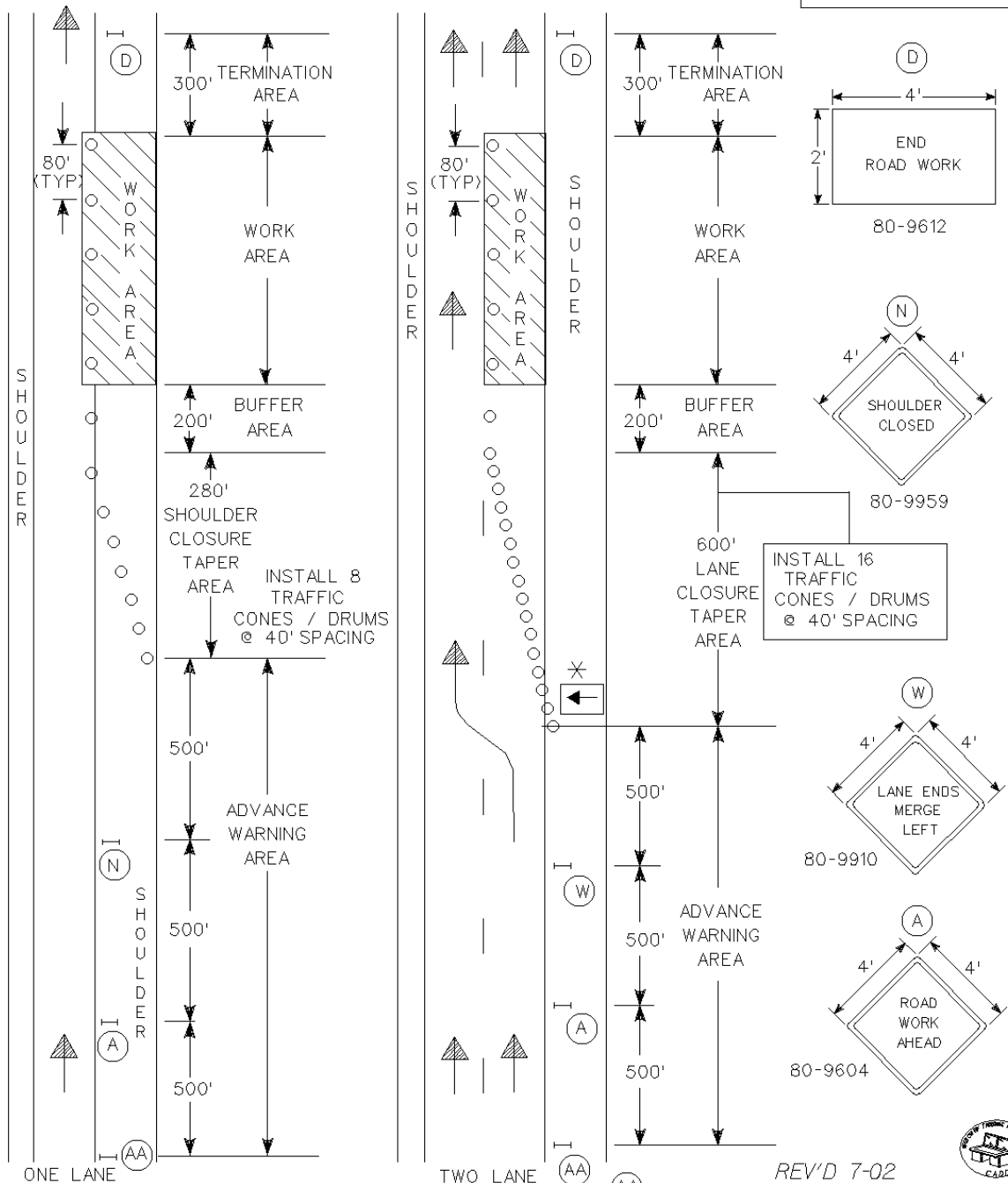
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MAINTENANCE  
 TRAFFIC CONTROL PLAN  
 PLAN 8

SCALE NONE

# WORK ON TURNING ROADWAYS/RAMPS

SIGN FACE  
54 SQ. FT. (MIN.)



- ┆ DENOTES PORTABLE SIGN SUPPORT
- DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW

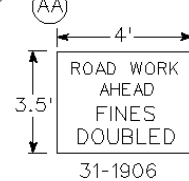
SEE NOTES 1, 2, 3, 4, 5, 7 & 9

✱ OPTIONAL

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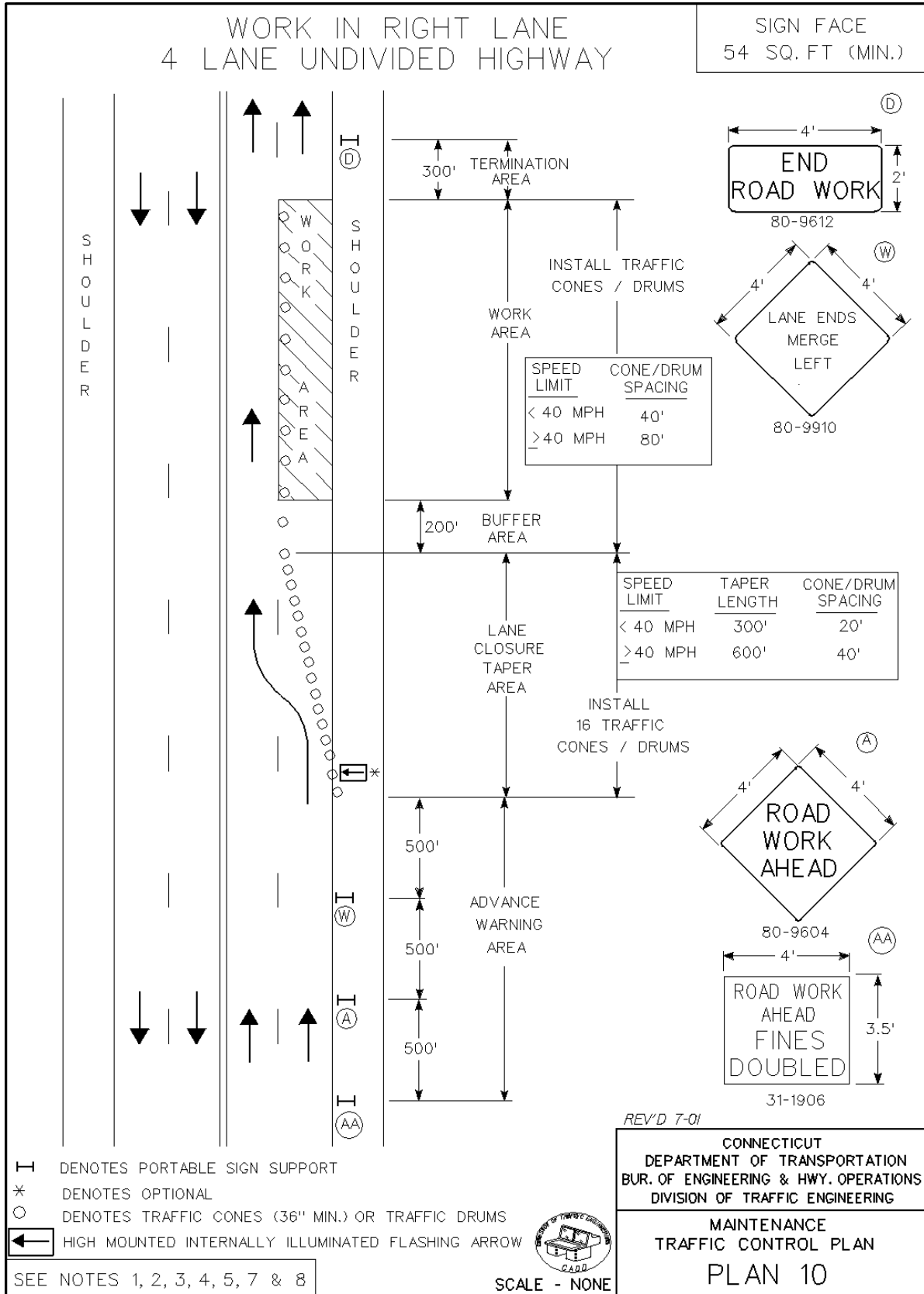
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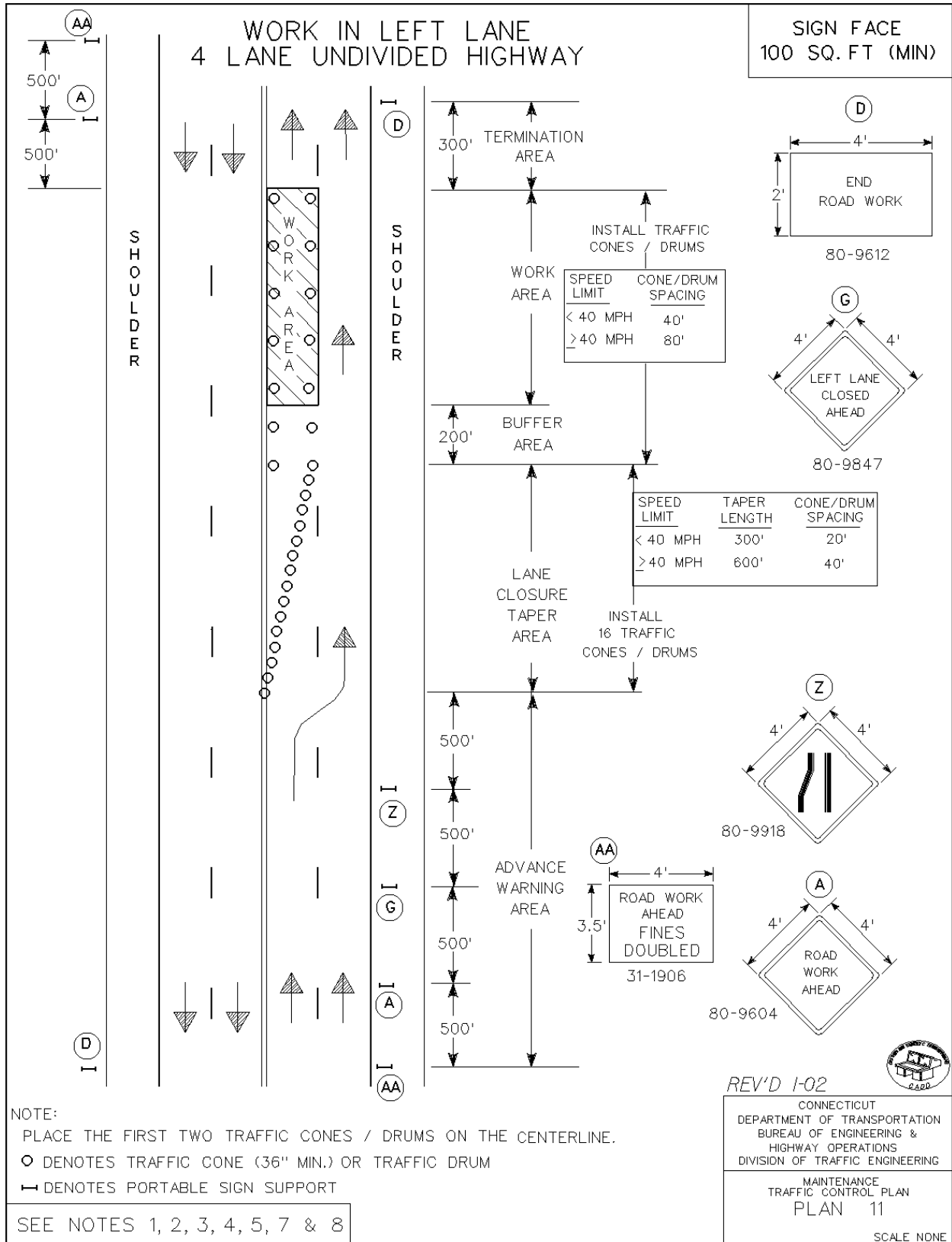
MAINTENANCE  
TRAFFIC CONTROL PLAN  
PLAN 9



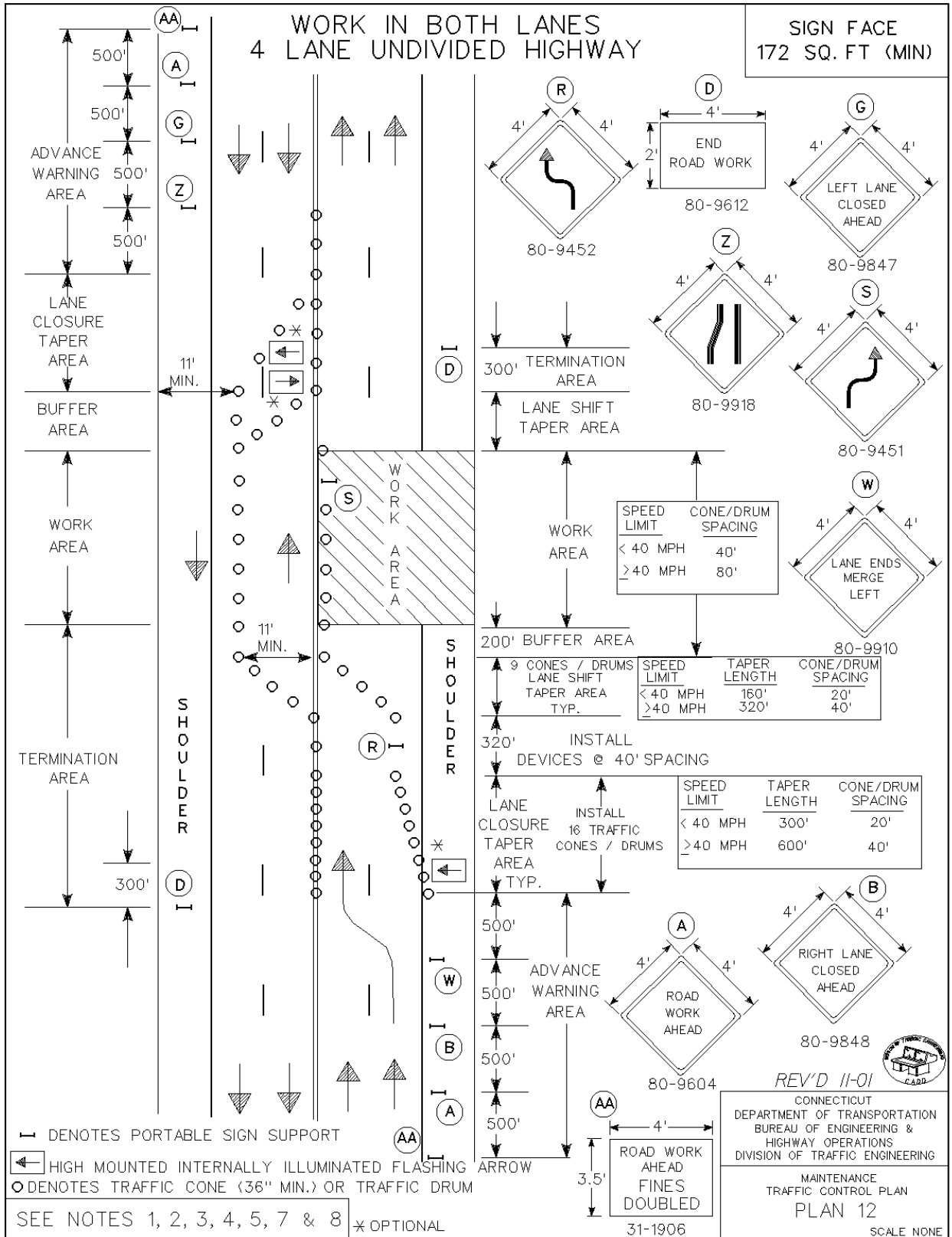
31-1906

SCALE NONE

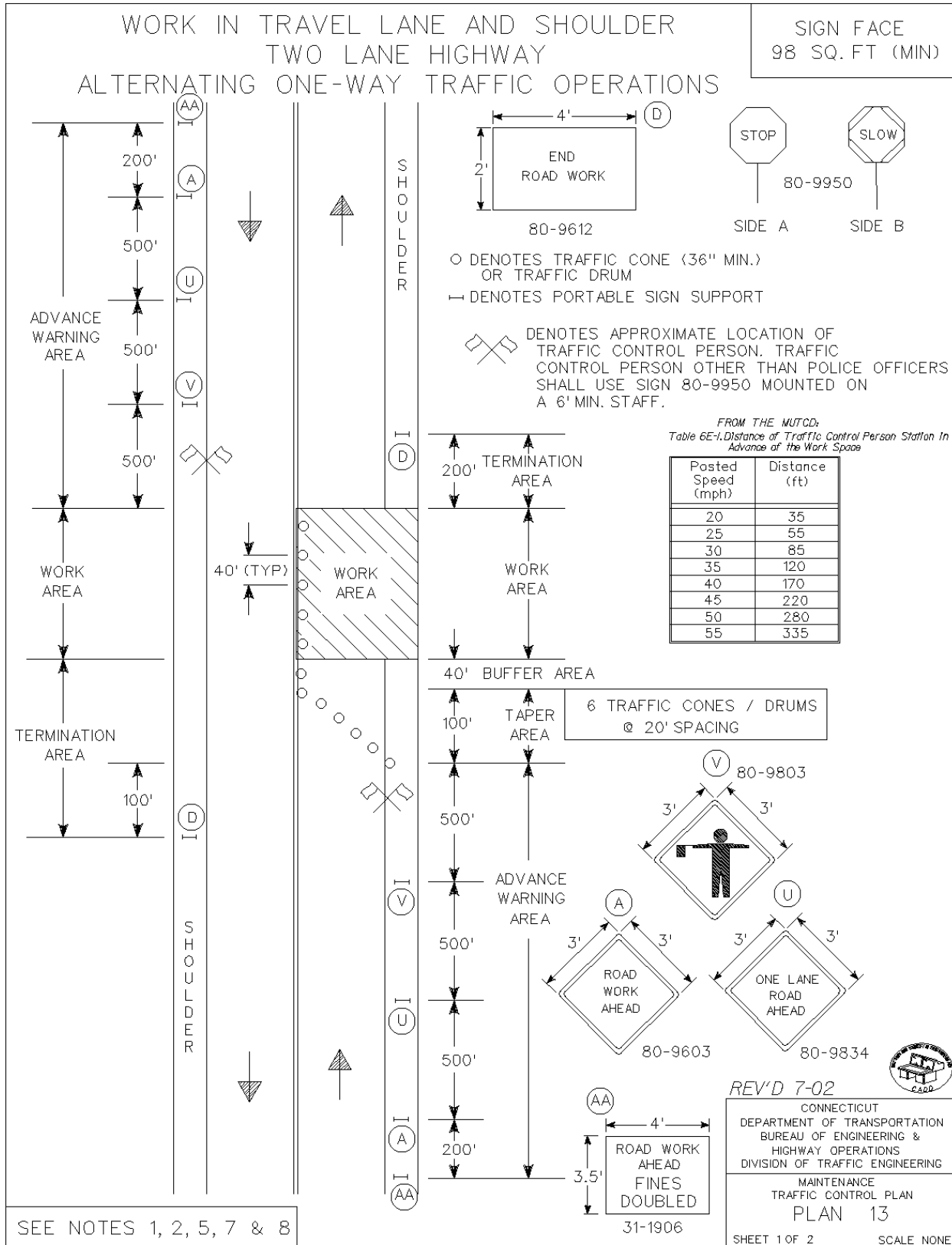








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MAINTENANCE  
TRAFFIC CONTROL PLAN  
PLAN 12  
SCALE NONE



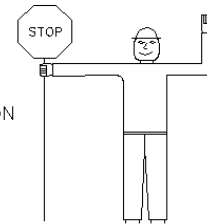
## WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

### HAND SIGNAL METHODS TO BE USED BY TRAFFIC CONTROL PERSONS

THE FOLLOWING METHODS FROM SECTION 6E.04 TRAFFIC CONTROL PERSON PROCEDURES IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" SHALL BE USED BY TRAFFIC CONTROL PERSONS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE ( SIGN NO. 80-9950) SHOWN ON THE TYPICAL DETAIL SHEET ENTITLED "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

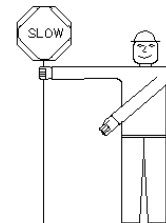
A. TO STOP TRAFFIC

TO STOP ROAD USERS, THE TRAFFIC CONTROL PERSON 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.



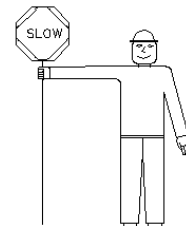
B. TO DIRECT TRAFFIC TO PROCEED

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE TRAFFIC CONTROL PERSON 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 TRAFFIC CONTROL PERSON SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



C. TO ALERT OR SLOW TRAFFIC

TO ALERT OR SLOW TRAFFIC, THE TRAFFIC CONTROL PERSON 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 TRAFFIC CONTROL PERSON HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



SEE NOTES 1, 2, 5, 7 & 8

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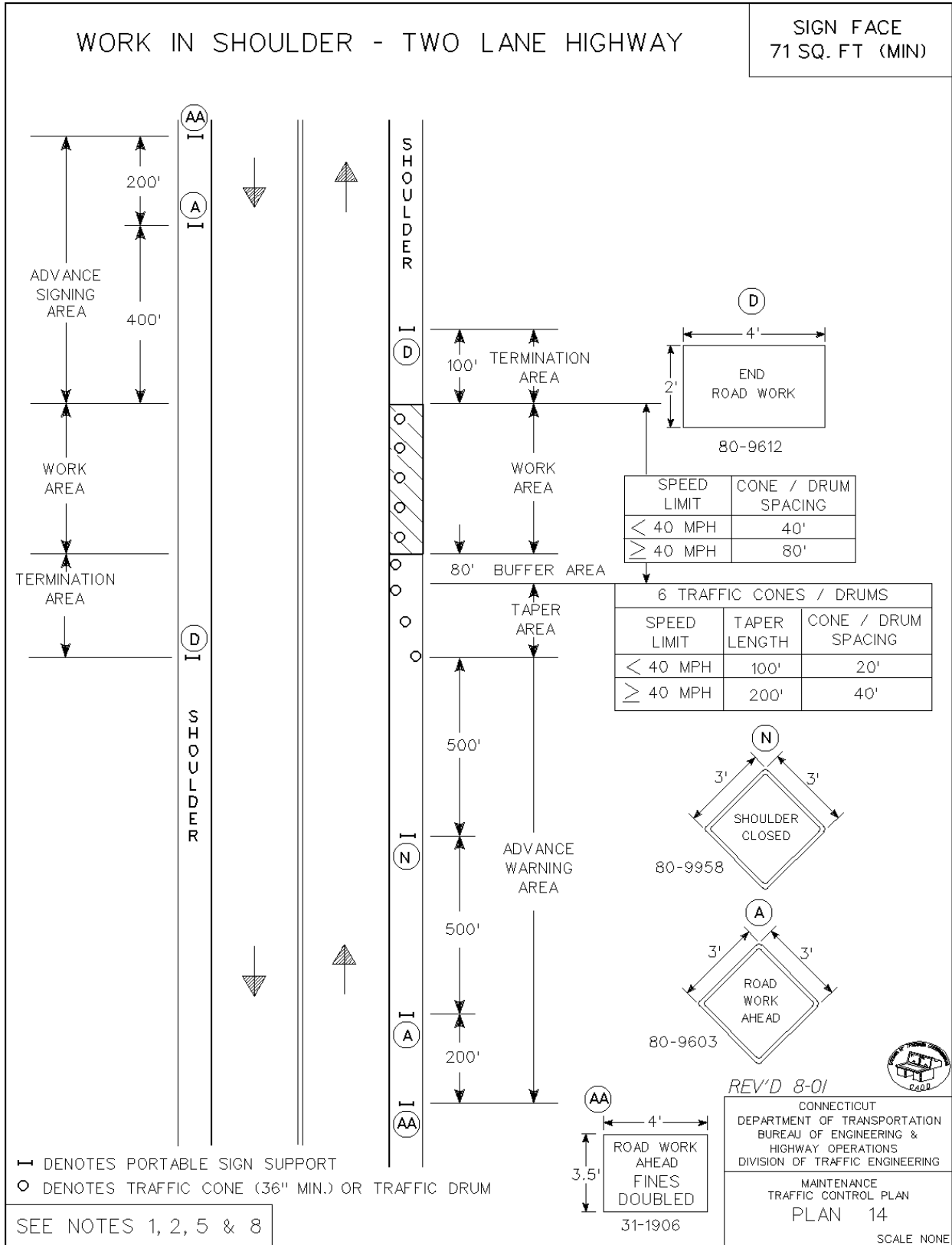


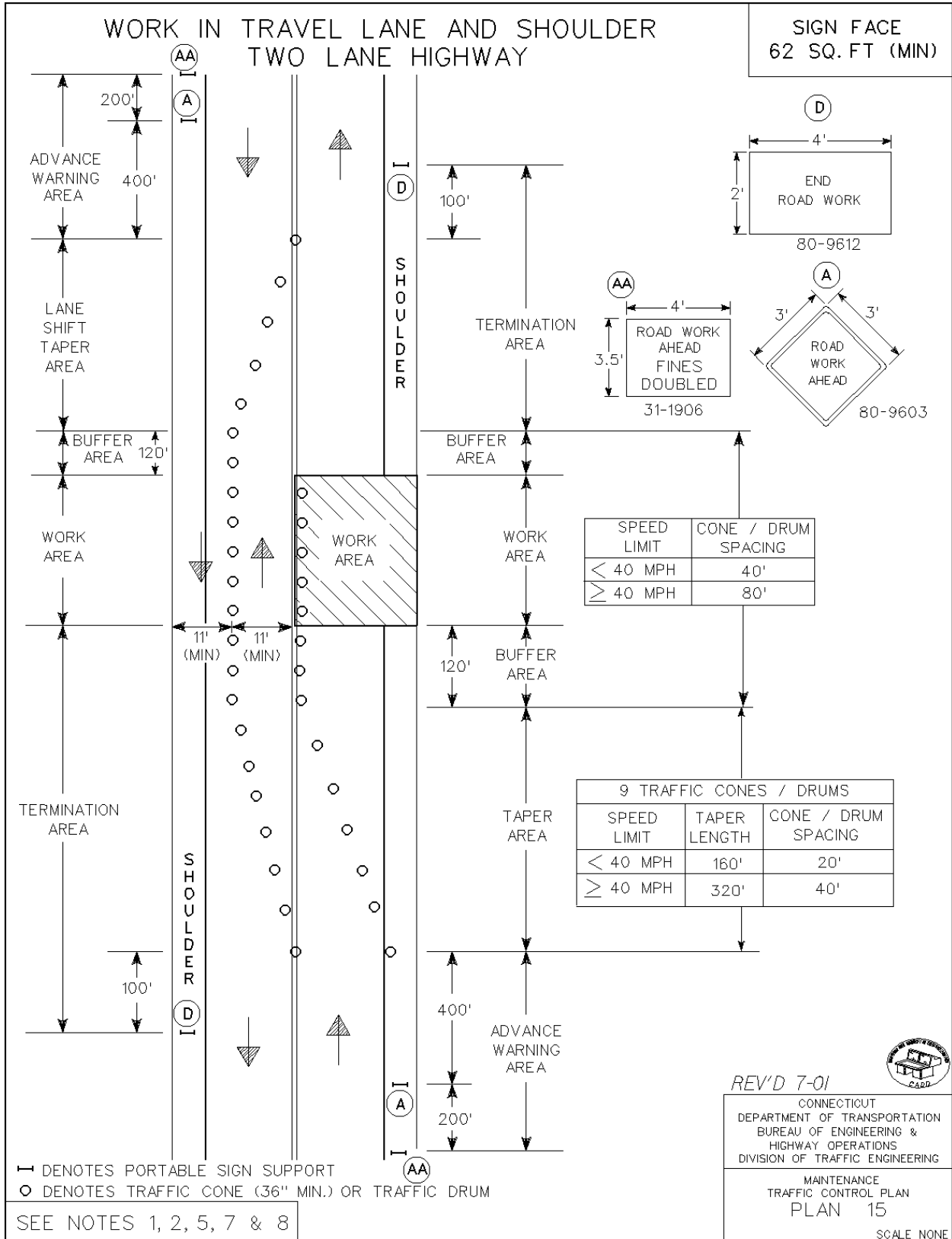
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BUREAU OF ENGINEERING &  
HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

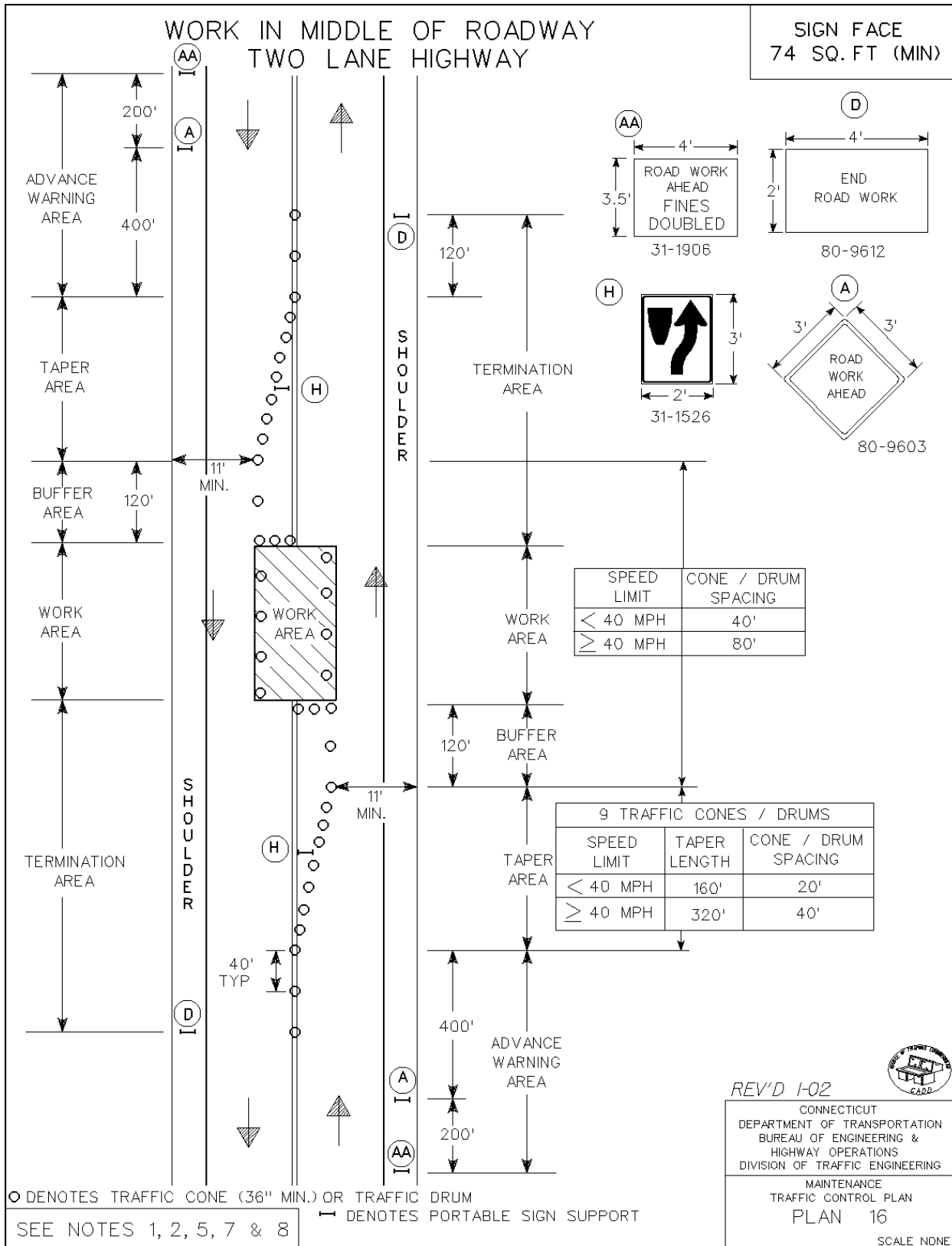
MAINTENANCE  
TRAFFIC CONTROL PLAN  
PLAN 13

SHEET 2 OF 2      SCALE NONE

APPROVED Charles S. Harlow DATE 7/19/02  
PRINCIPAL ENGINEER

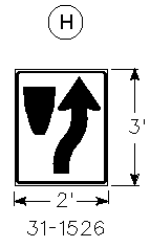
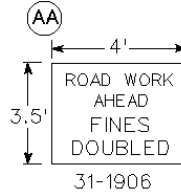
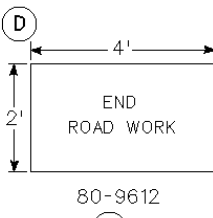
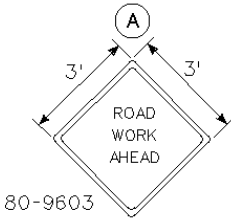
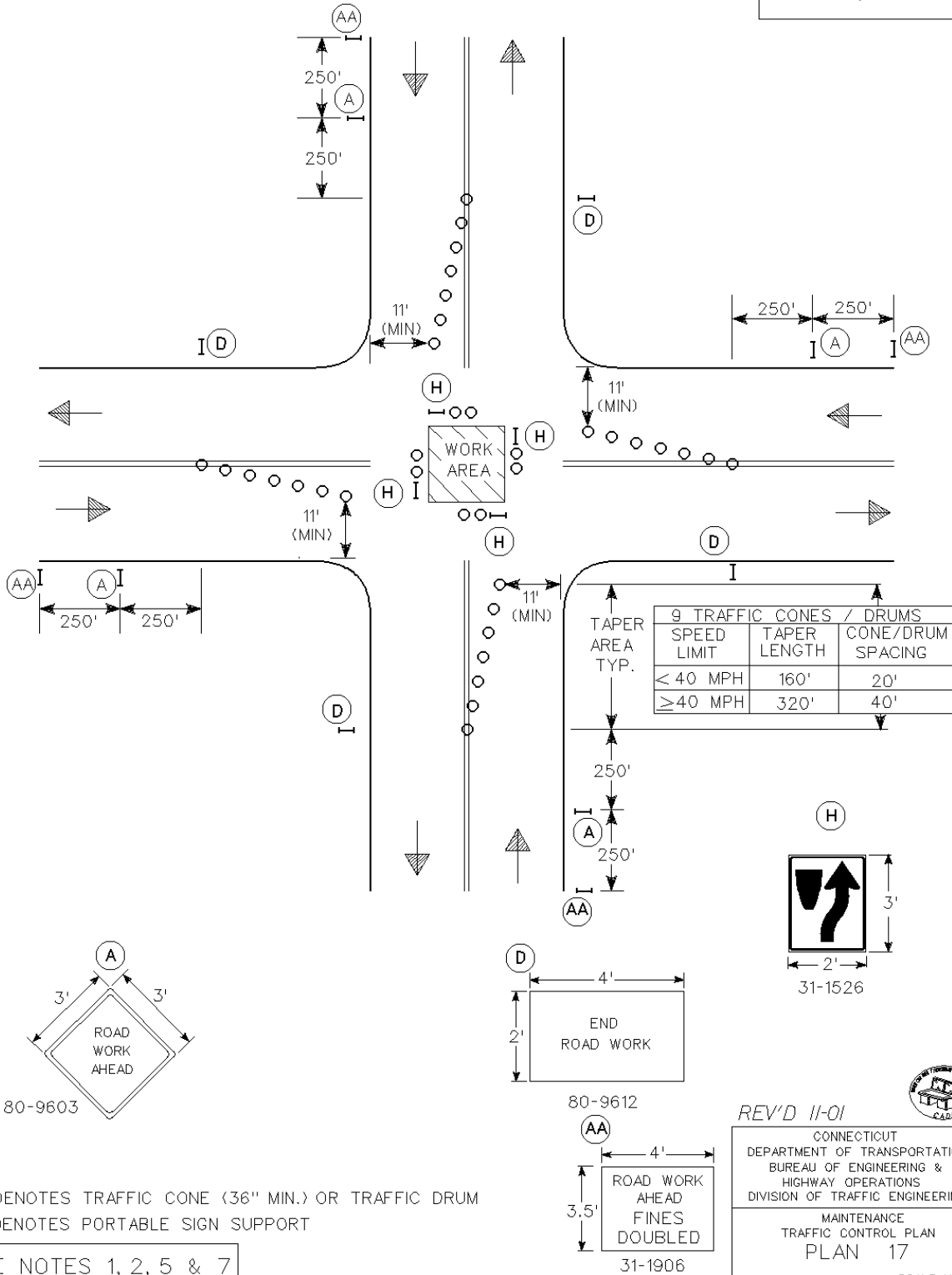






WORK IN MIDDLE OF ROADWAY AT INTERSECTION

SIGN FACE  
148 SQ. FT (MIN)

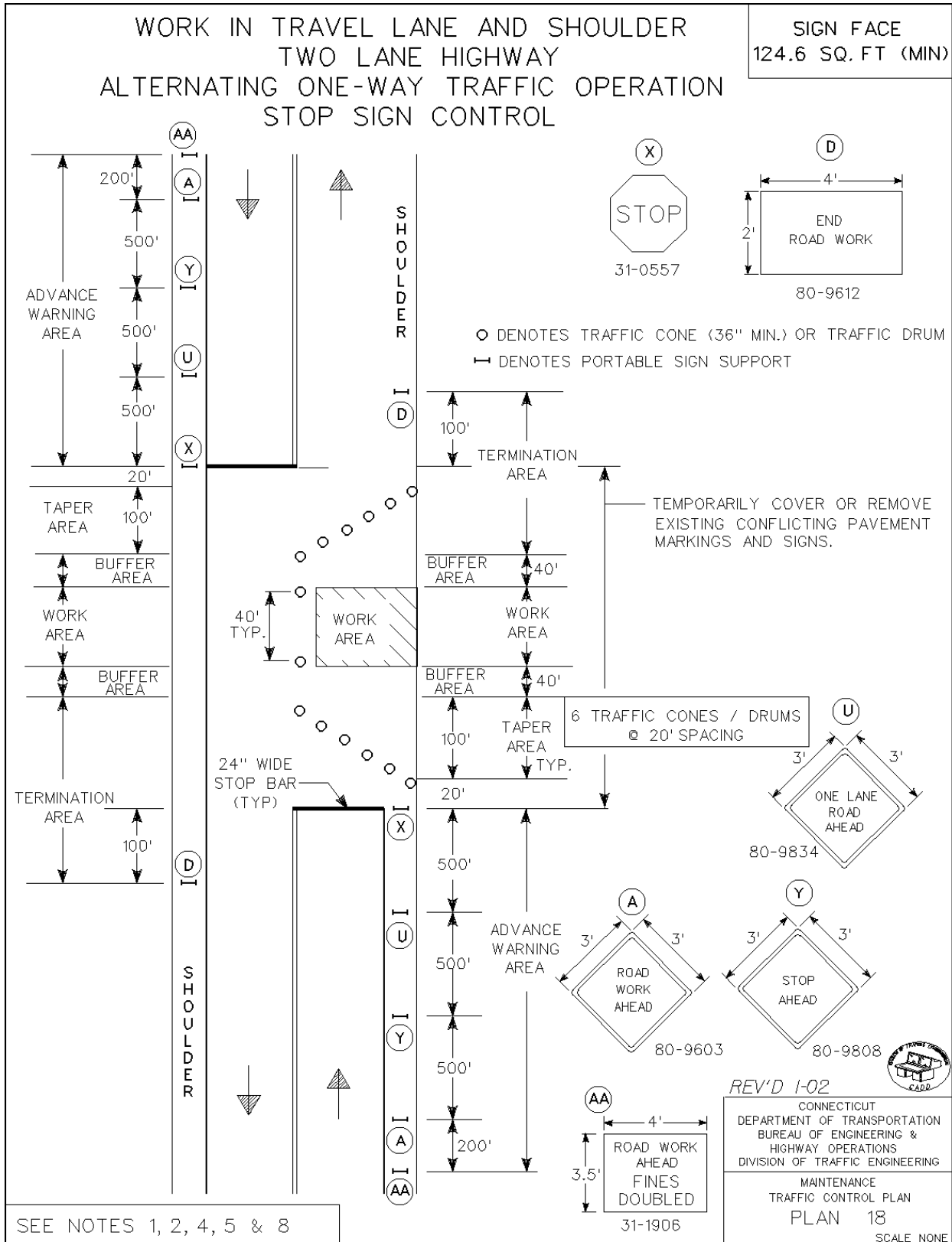


○ DENOTES TRAFFIC CONE (36" MIN.) OR TRAFFIC DRUM  
 ↳ DENOTES PORTABLE SIGN SUPPORT

SEE NOTES 1, 2, 5 & 7

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 MAINTENANCE  
 TRAFFIC CONTROL PLAN  
 PLAN 17  
 SCALE NONE

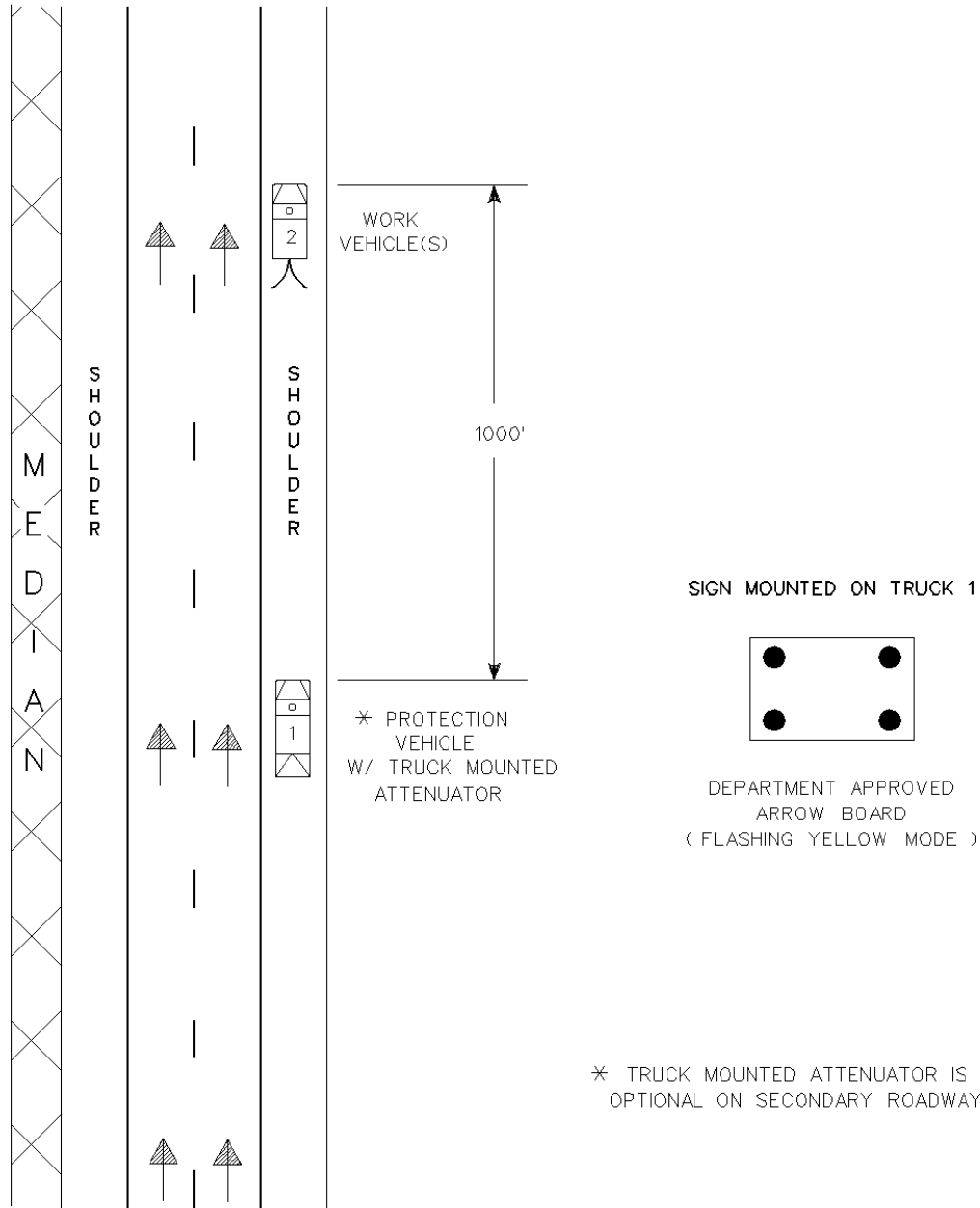
APPROVED John F. Carey DATE 11-15-01  
 PRINCIPAL ENGINEER



SEE NOTES 1, 2, 4, 5 & 8



### MOVING OPERATION ON RIGHT SHOULDER MULTILANE HIGHWAY & SECONDARY ROADWAYS



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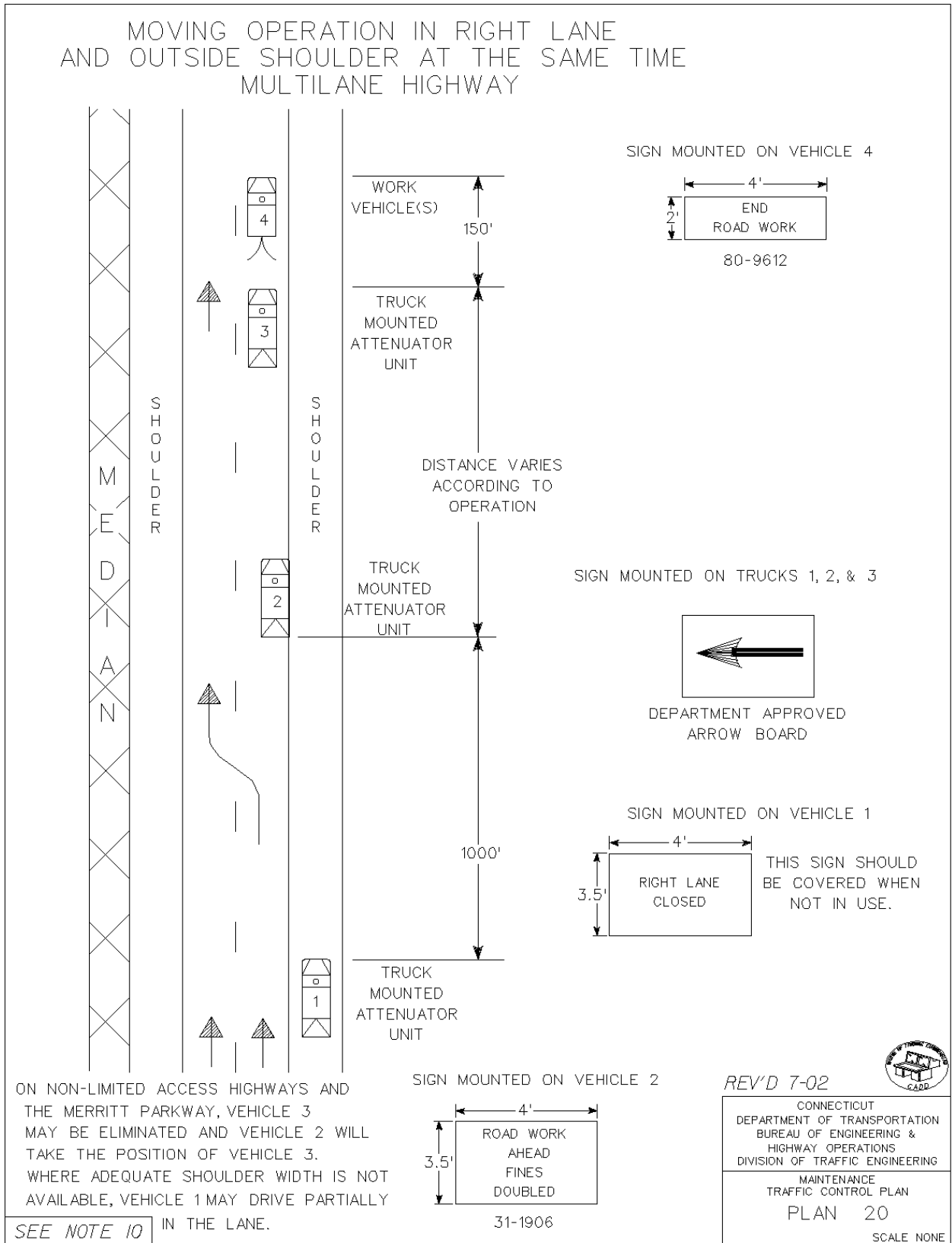


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HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

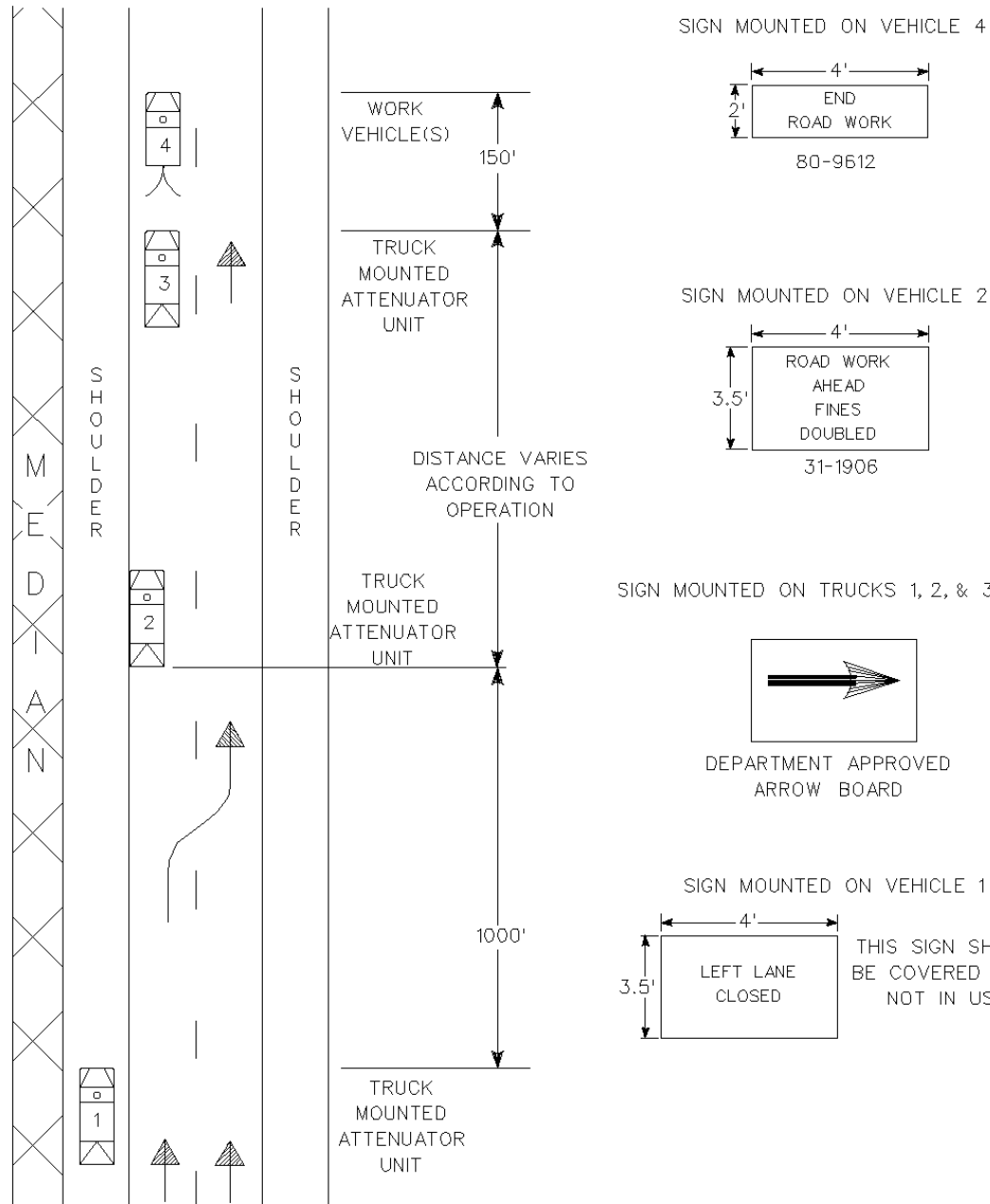
MAINTENANCE  
TRAFFIC CONTROL PLAN  
PLAN 19

SCALE NONE

## MOVING OPERATION IN RIGHT LANE AND OUTSIDE SHOULDER AT THE SAME TIME MULTILANE HIGHWAY



MOVING OPERATION IN LEFT LANE  
AND INSIDE SHOULDER AT THE SAME TIME  
MULTILANE HIGHWAY



ON NON-LIMITED ACCESS HIGHWAYS AND THE MERRITT PARKWAY, VEHICLE 3 MAY BE ELIMINATED AND VEHICLE 2 WILL TAKE THE POSITION OF VEHICLE 3. WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, VEHICLE 1 MAY DRIVE PARTIALLY

SEE NOTE 10 IN THE LANE.

REV'D 7-02

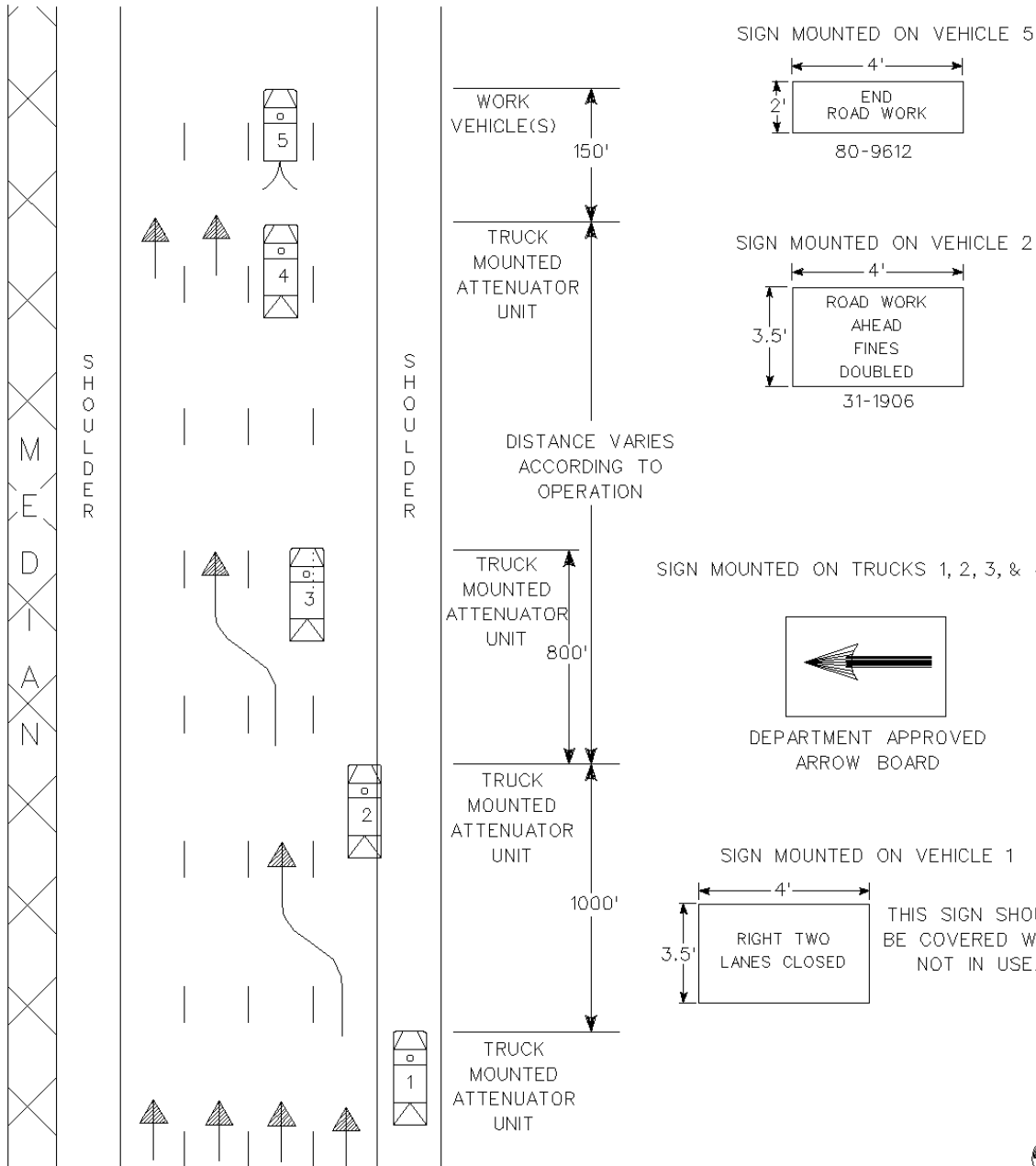


CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING &  
HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE  
TRAFFIC CONTROL PLAN  
PLAN 21

SCALE NONE

### MOVING OPERATION IN CENTER LANE MULTILANE HIGHWAY



WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE, VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

REV'D 7-02



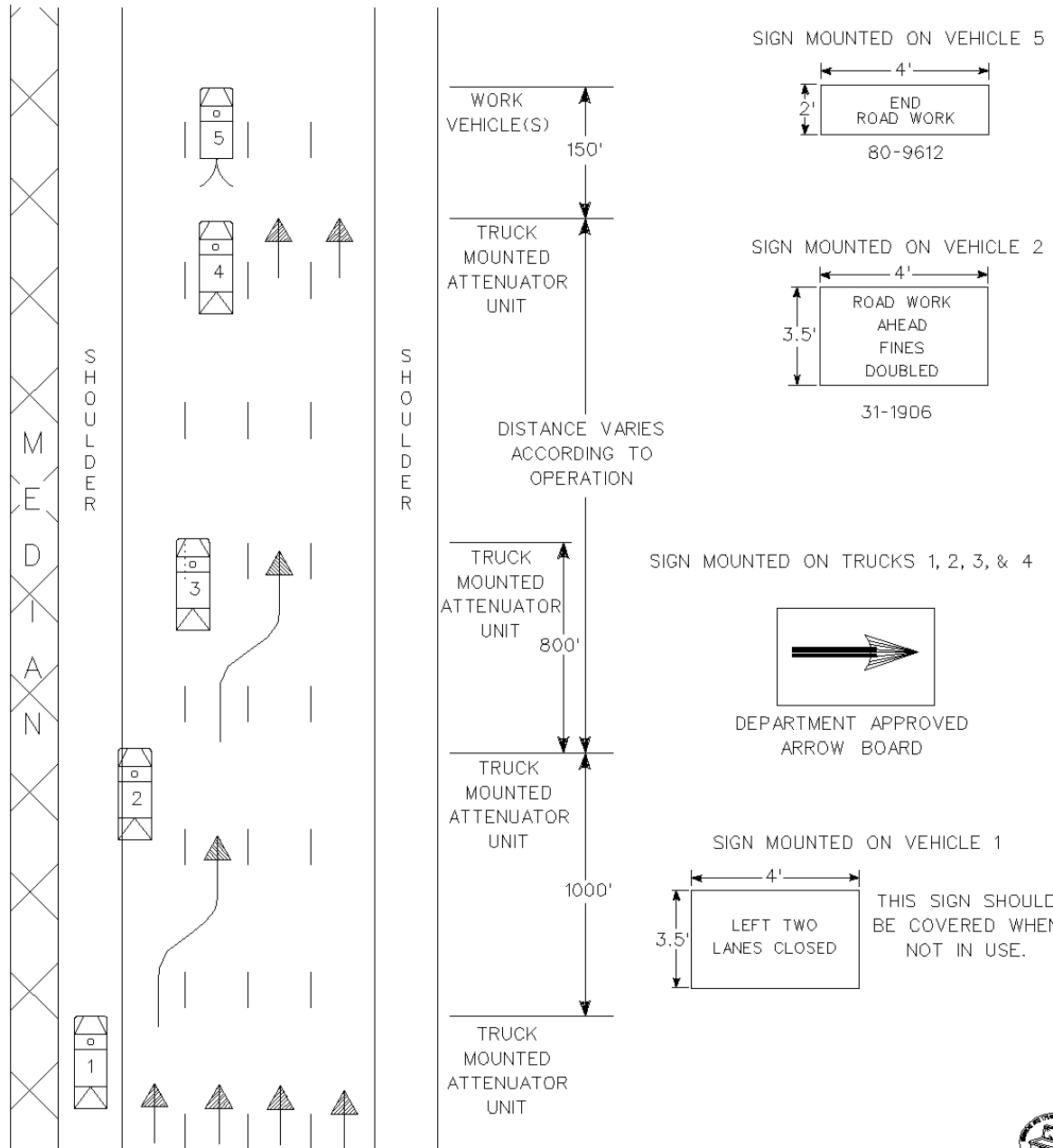
CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING &  
HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE  
TRAFFIC CONTROL PLAN  
PLAN 22

SCALE NONE

APPROVED John D. McCall DATE 7/17/02  
PRINCIPAL ENGINEER

### MOVING OPERATION IN CENTER LANE MULTILANE HIGHWAY



WHERE ADEQUATE SHOULDER WIDTH IS NOT AVAILABLE,  
VEHICLE 1 MAY DRIVE PARTIALLY IN THE LANE.

SEE NOTE 10

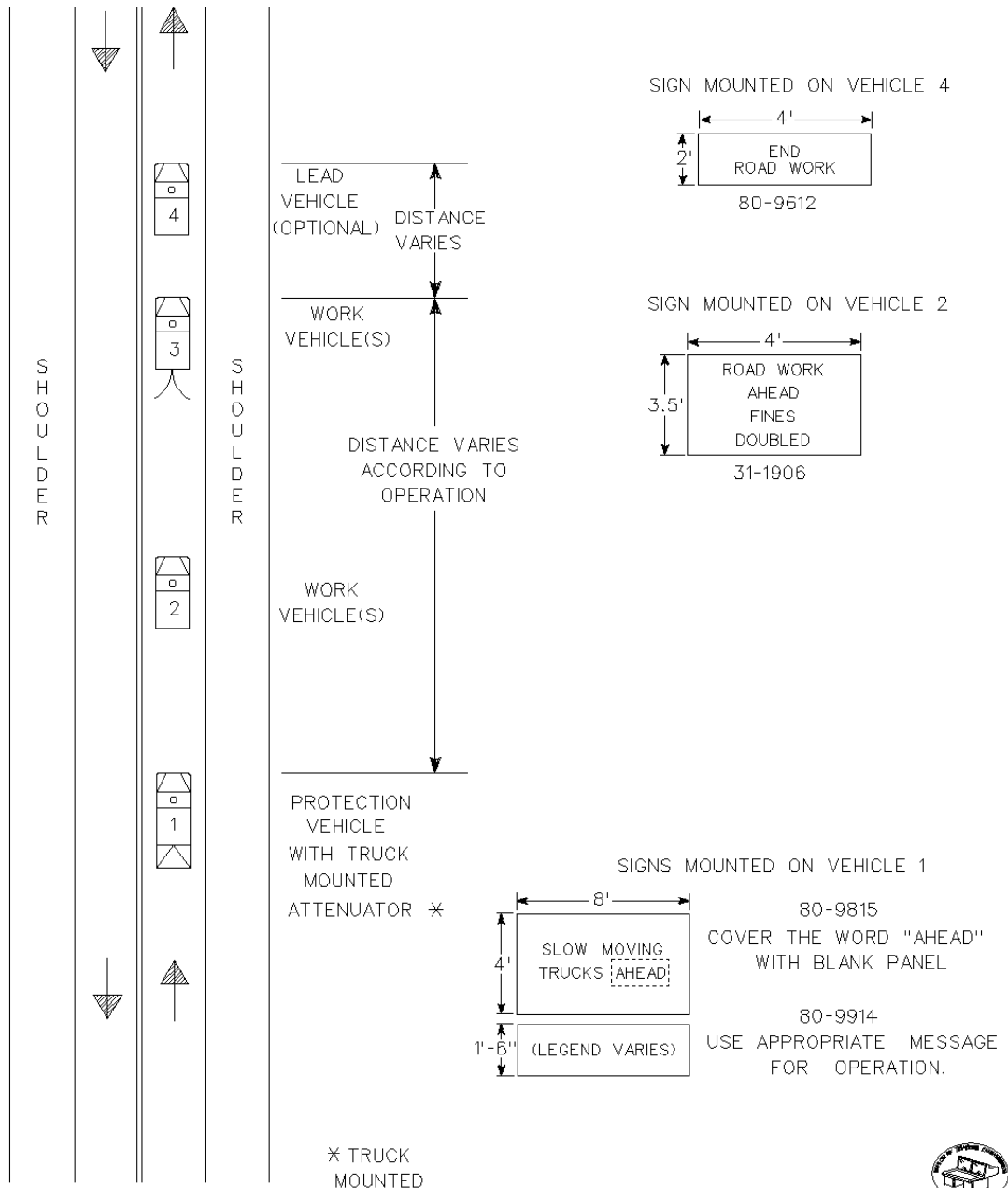
REV'D 7-02



CONNECTICUT  
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BUREAU OF ENGINEERING &  
HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE  
TRAFFIC CONTROL PLAN  
PLAN 23  
SCALE NONE


# MOVING OPERATION TWO LANE HIGHWAY



\* TRUCK MOUNTED ATTENUATOR IS OPTIONAL

SEE NOTE 10

REV'D 7-02



CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING &  
HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

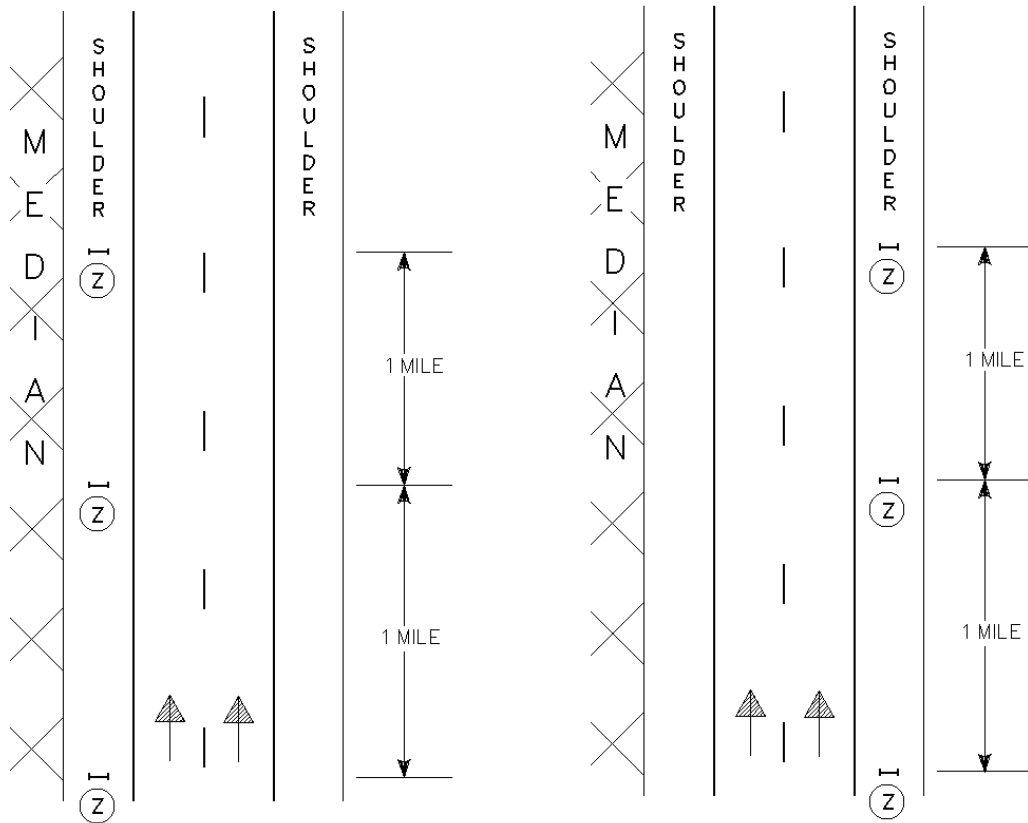
MAINTENANCE  
TRAFFIC CONTROL PLAN

PLAN 24

SCALE NONE

## MOWING OPERATION - MULTILANE HIGHWAY

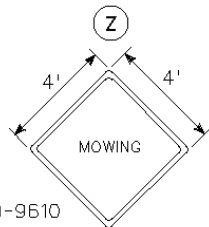
FOR EQUIPMENT ON THE ROADWAY, ROADSIDE  
OR ON THE MEDIAN COMPLETELY OFF THE ROADWAY



**MOWING IN MEDIAN**

INSTALL "MOWING" SIGNS ON OPPOSITE TRAVELWAY MEDIAN SHOULDER AS SHOWN ABOVE.

**MOWING RIGHT OF TRAVELWAY**



ERECT "MOWING" SIGNS AT 1 MILE INTERVAL AND IMMEDIATELY BEYOND THE ENTRANCE RAMP.

WHEN MOWING FROM A TRAVEL LANE, USE BACK UP VEHICLES 1, 2 & 3 AS SHOWN ON PLANS 20 & 21 TO PROTECT MOWING OPERATIONS. WHEN MOWING EQUIPMENT MUST USE THE TRAVELWAY TO GET AROUND AN OBSTACLE, USE BACKUP VEHICLES 2 & 3 ONLY. THE BACKUP VEHICLES MUST REMAIN OFF THE ROADWAY UNTIL MOWING EQUIPMENT IS READY TO GET OUT ONTO THE TRAVELWAY. THE DISTANCE BETWEEN VEHICLE 3 AND THE MOWING EQUIPMENT IS TO BE 200 FEET.

REV'D 7-01

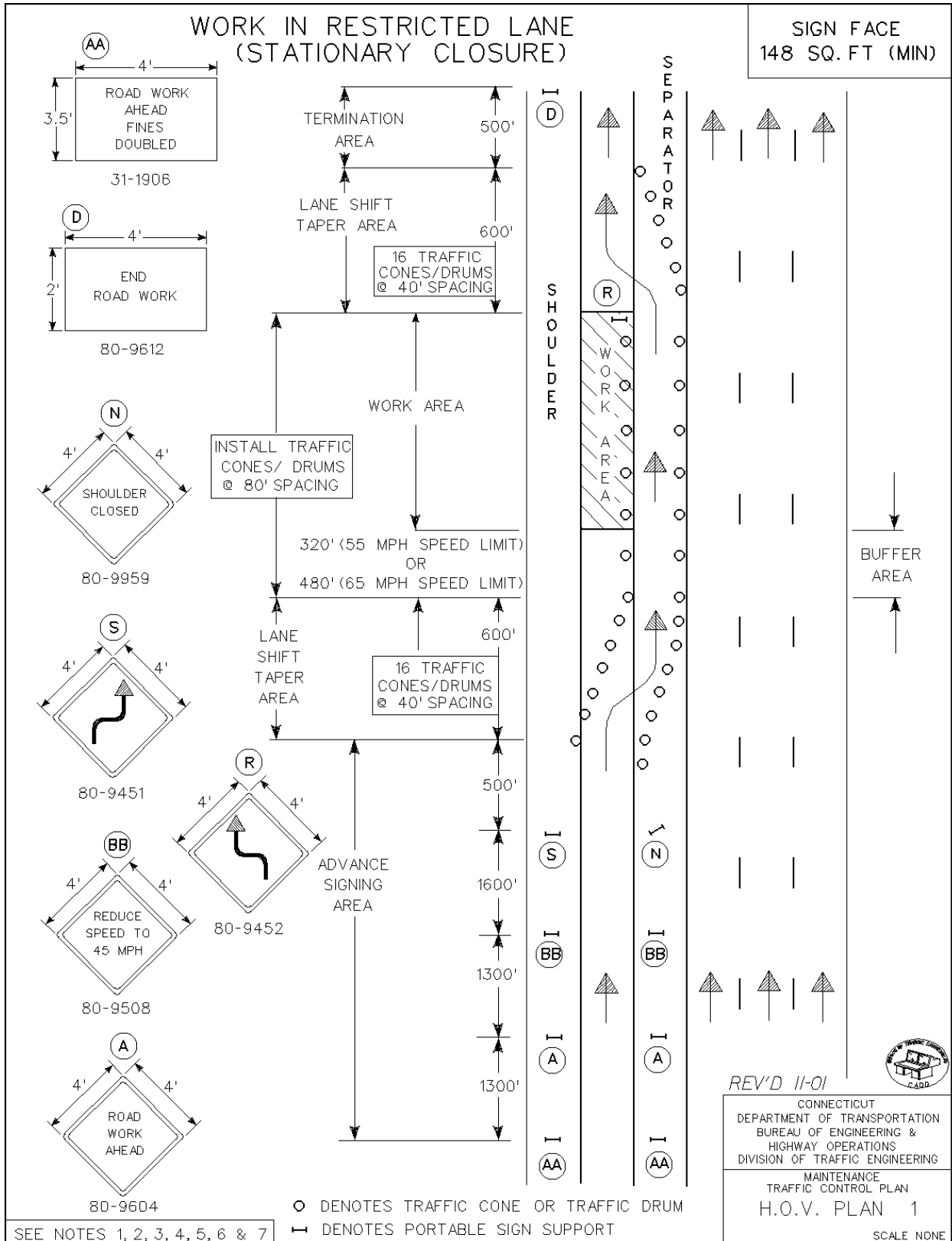


CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING &  
HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE  
TRAFFIC CONTROL PLAN

PLAN 25

SCALE NONE

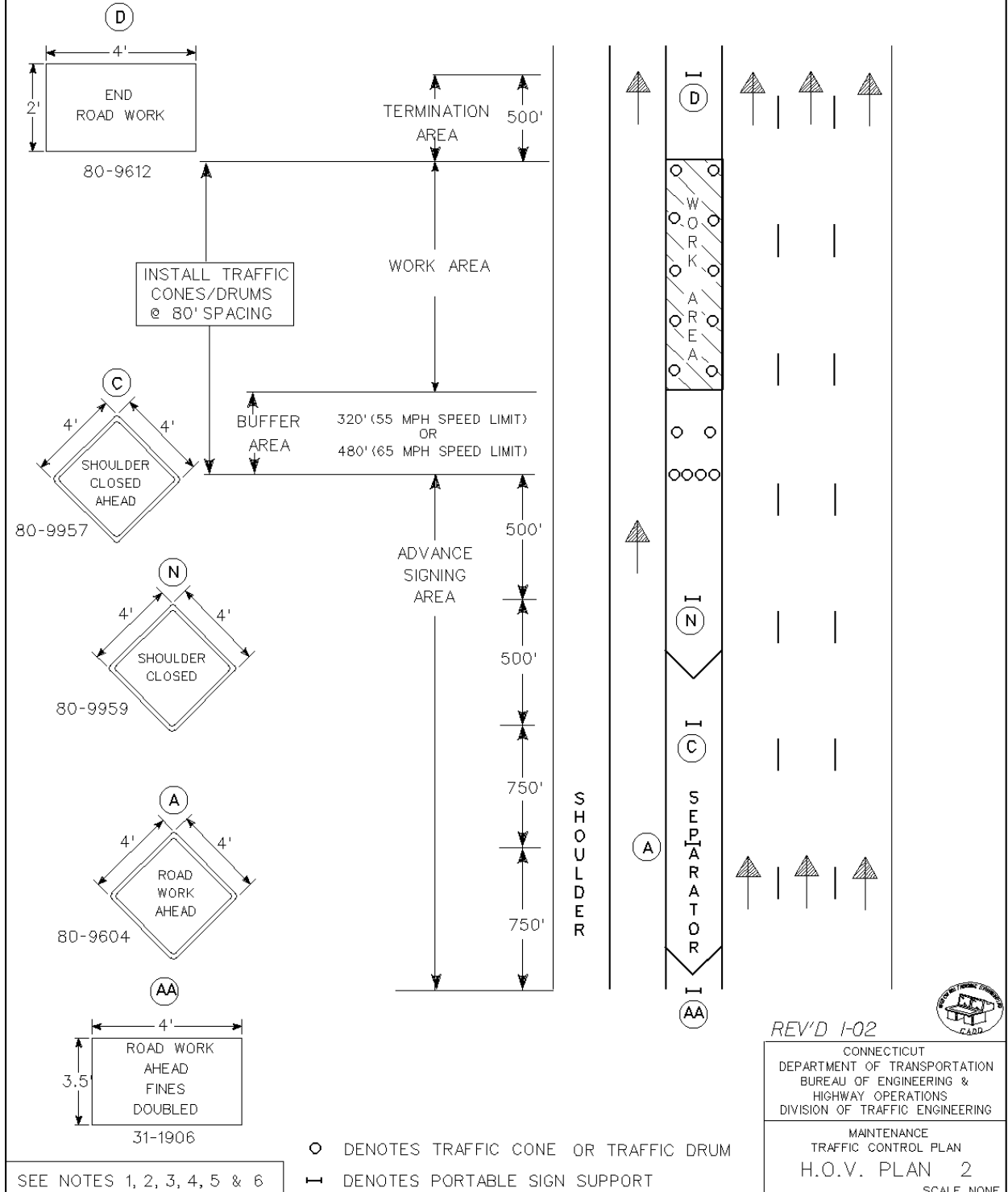


SEE NOTES 1, 2, 3, 4, 5, 6 & 7



# WORK IN SEPARATOR OF RESTRICTED LANE (STATIONARY CLOSURE)

SIGN FACE  
70 SQ. FT (MIN)



SEE NOTES 1, 2, 3, 4, 5 & 6

- DENOTES TRAFFIC CONE OR TRAFFIC DRUM
- ▴ DENOTES PORTABLE SIGN SUPPORT

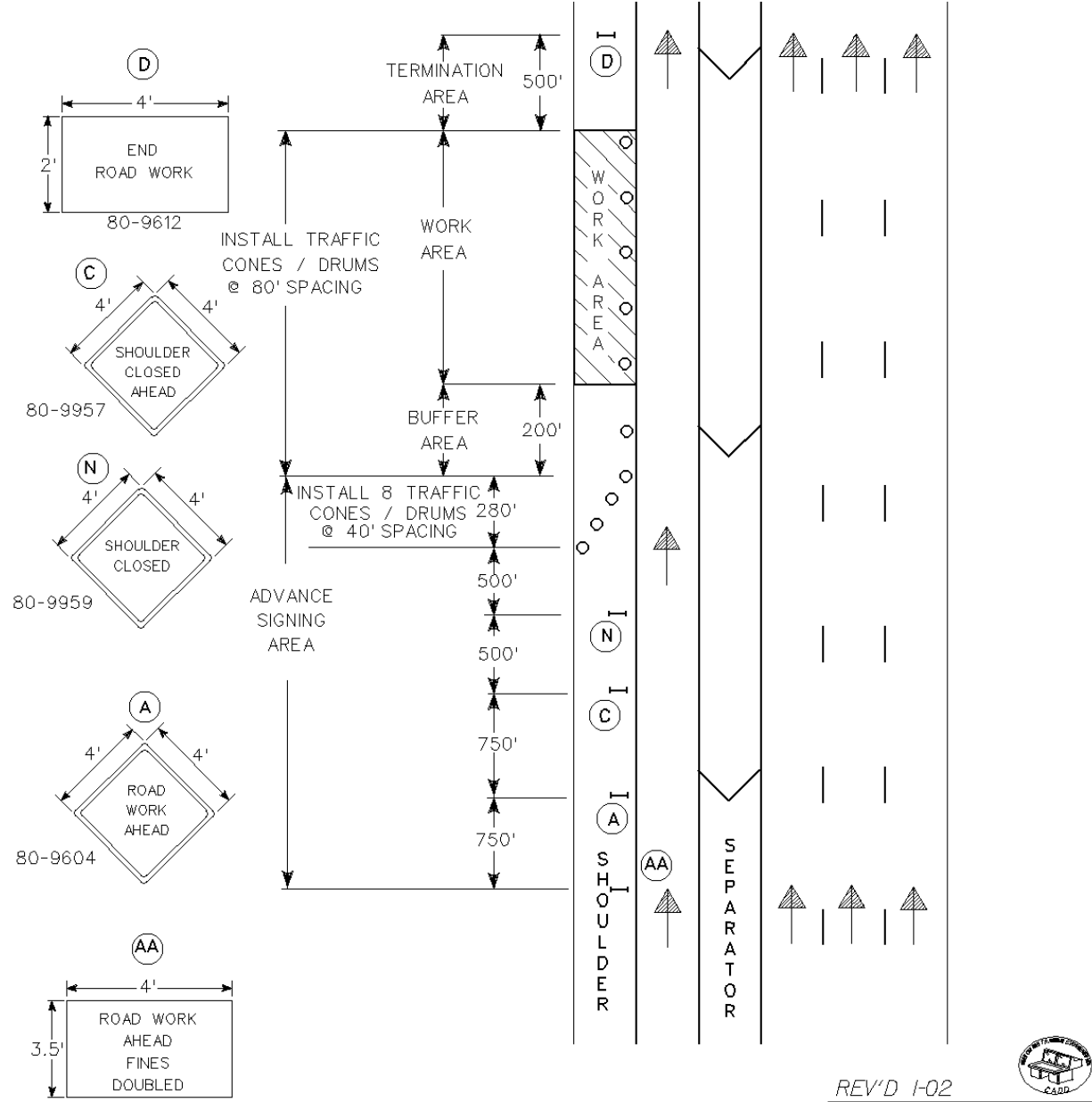
REV'D 1-02

CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING &  
HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE  
TRAFFIC CONTROL PLAN  
H.O.V. PLAN 2  
SCALE NONE

# WORK IN LEFT SHOULDER OF RESTRICTED LANE (STATIONARY CLOSURE)

SIGN FACE  
70 SQ. FT (MIN)



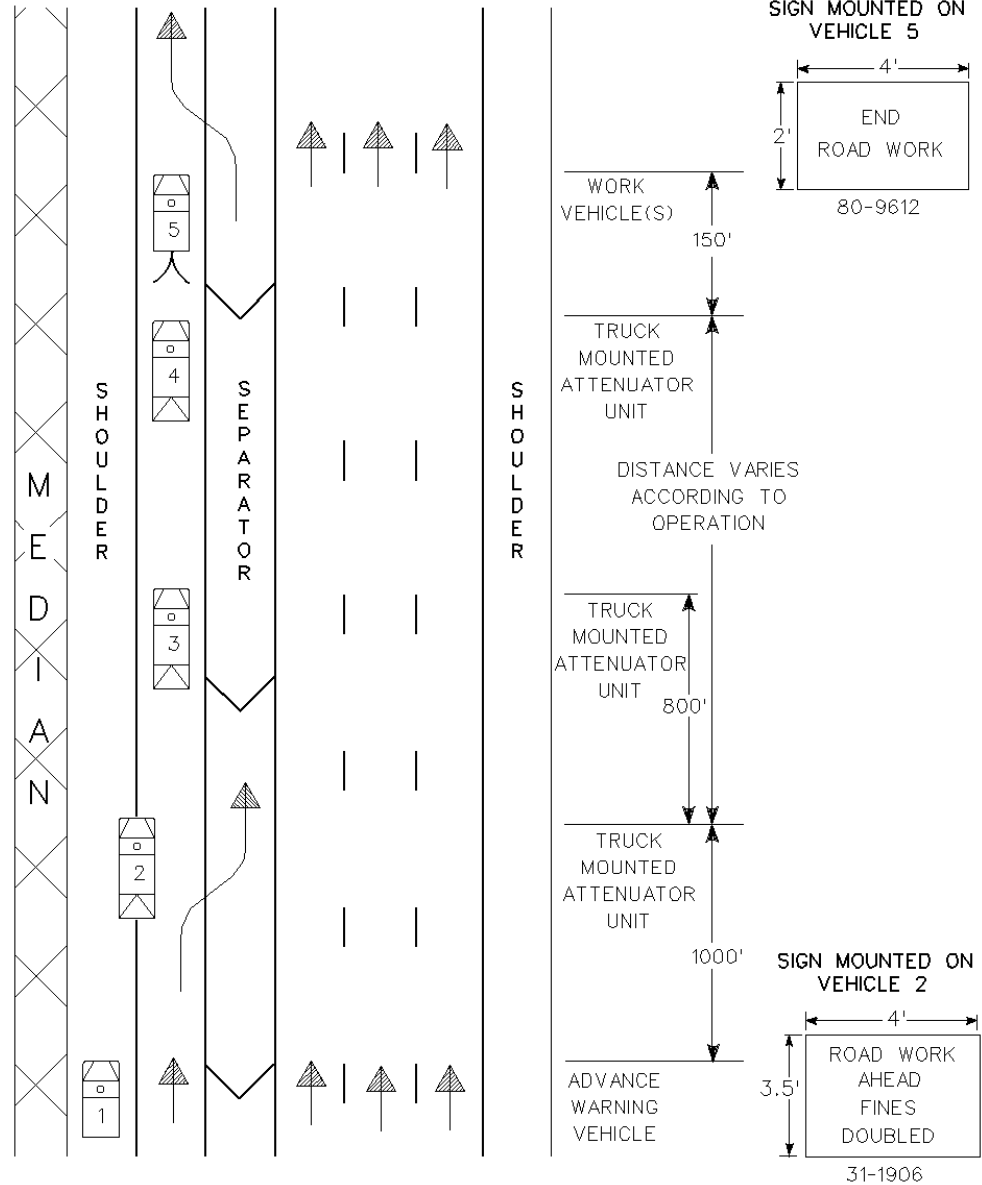
SEE NOTES 1, 2, 3, 4, 5 & 6

○ DENOTES TRAFFIC CONE OR TRAFFIC DRUM  
 ┆ DENOTES PORTABLE SIGN SUPPORT

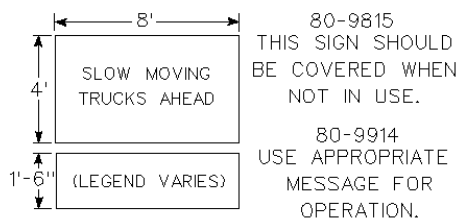
REV'D 1-02  
 CONNECTICUT  
 DEPARTMENT OF TRANSPORTATION  
 BUREAU OF ENGINEERING &  
 HIGHWAY OPERATIONS  
 DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE  
 TRAFFIC CONTROL PLAN  
 H.O.V. PLAN 3  
 SCALE NONE

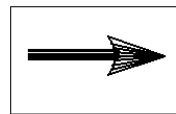
## MOVING OPERATION IN RESTRICTED LANE



### SIGNS MOUNTED ON VEHICLE 1



### SIGN MOUNTED ON TRUCKS 2, 3, & 4



DEPARTMENT APPROVED  
ARROW BOARD

REV'D 11-01



CONNECTICUT  
DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING &  
HIGHWAY OPERATIONS  
DIVISION OF TRAFFIC ENGINEERING

MAINTENANCE  
TRAFFIC CONTROL PLAN  
H.O.V. PLAN 4

SCALE NONE

**CONTRACT**  
**07PSX0271**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

---

Awarded Contractor

0046-216 STATEWIDE MAINTENANCE OF THE DEPARTMENT OF  
TRANSPORTATION'S INCIDENT MANAGEMENT SYSTEM (IMS)

This Contract (the “Contract”) is made as of the contract award date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the “Contractor,”) with a principal place of business as indicated on the bid form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Celeste Cashman, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
  - (a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
  - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  - (c) Client Agency: Department of Transportation
  - (d) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
  - (e) Contractor: A person or entity who submits a Bid and who executes a Contract.
  - (f) Contractor Parties: A 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.
  - (g) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in the specifications.

- (k) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.
  - (l) Bid: A Bidder's submittal in response to a Invitation to Bid.
  - (m) Bidder Parties: A Bidder'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 Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
  - (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (o) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
  - (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
  - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
  - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. **Term of Contract; Contract Extension.** The Contract will be in effect from Date of Award through **October 31, 2010**. The parties may extend this Contract, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
  3. **Description of Goods or Services.** The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
  4. **Price Schedule, Payment Terms and Billing, and Price Adjustments.**
    - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
    - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

- (c) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the effective date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the effective date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the effective date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the effective date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

- (d) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The Agency may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the Agency or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:
- (e) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (1) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  - (2) they vest authority, without any further act required on their part or the Agency's part, in the Agency and the State of Connecticut to use or dispose of the Rejected Goods and Contractor Property, in the Agency's sole discretion, as if the Rejected Goods and

Contractor Property were the Agency's or State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

- (3) if the Agency or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the Agency shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (4) they do remise, release and forever discharge the Agency and all State of Connecticut employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the Agency and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (f) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the Agency, such information as the Agency may require to evidence, in the Agency's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract, including extensions, shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
7. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination, Cancellation and Expiration.
  - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date.



- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Bidder to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) In the case of any Termination or Cancellation, the Client Agency shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to the Client Agency, or any replacement contractor which DAS designates, all subcontracts, purchase orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as DAS may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Agency requirements, particularly the Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS and the Client Agency, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Client Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract do not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
  - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Bid.
  - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not

limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, 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;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;
- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract)

of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;

- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (t) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (u) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (v) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (w) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
- (x) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (z) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(bb) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates “motor vehicles,” as that term is defined by Conn. Gen. Stat. §14-1(51) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely



affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17<sup>th</sup>, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
  - (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
    - (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, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
    - (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
    - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post

copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
- (1) Who are active in the daily affairs of the enterprise,
  - (2) who have the power to direct the management and policies of the enterprise and
  - (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;
  - (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (h) The contractor shall include the provisions of section G above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, 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.
33. **Tangible Personal Property**. 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:
- (a) 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;
  - (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (c) 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;
  - (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

- (e) 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.

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.

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 the Act.

34. **Whistleblowing.** This Agreement is subject to the provisions of §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 Agreement. 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.
35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called “Notices”) shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:
- If to DAS:
- State of Connecticut Department of Administrative Services  
165 Capitol Ave, 5<sup>th</sup> Floor South  
Hartford, CT 06106-1659  
Attention: Celeste Cashman
36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance:

- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
  - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
  - (c) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
38. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
39. Parties. To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."
40. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- (a) its certificate of incorporation or other organizational document;
  - (b) more than a controlling interest in the ownership of the Contractor; or
  - (c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as

appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the Client Agency and the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the Client Agency's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. 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.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
  - (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
  - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
48. Confidential Information. The State will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or 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 vendor 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 Bidder or 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, especially including the Bid, the Records and the specifications, 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 Bidder or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, 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. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
50. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly,

the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, 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.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid 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.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.
57. Health Insurance Portability and Accountability Act.
  - (a) This Section may or may not apply to the Client Agency and/or DAS. If an appropriate party or entity determines that it does apply to the Client Agency, then for purposes of this Section the following definitions shall apply:
    - (1) "Business Associate" shall mean the Contractor.



- (2) “Covered Entity” shall mean DAS, the Client Agency or both, as applicable.
  - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (4) “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).
  - (5) “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.
  - (6) “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.
  - (7) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (9) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
  - (10) “This Section of the Contract” refers to the HIPAA Section of this Contract, in its entirety.
  - (11) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
  - (12) “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.
- (b) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor shall 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.
  - (c) The Contractor and the Client Agency shall 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 laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
  - (d) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103.
  - (e) The Contractor, on behalf of the Client Agency, 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.
  - (f) The Contractor is a “business associate” of the Client Agency, as that term is defined in 45 C.F.R. § 160.103.

(g) Obligations and Activities of Business Associates

- (1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate shall 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 shall 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 shall insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, shall agree 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 shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, 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 shall 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 them.
- (9) Business Associate shall 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 them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate shall 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.
- (11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 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.
- (12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.

(h) Permitted Uses and Disclosure by Business Associate

- (1) General Use and Disclosure. 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.
  - (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 as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) 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.
- (j) 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.

(k) Term and Termination

- (1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when 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) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.
- (A) Effect of Termination, Cancellation and Expiration  
Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. 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.

(1) Miscellaneous Provisions

- (1) 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) The Parties shall 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 HIPAA.
- (3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.
- (4) 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.
- (5) 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 related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. 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.

**EXHIBIT A**  
**DESCRIPTION OF SERVICES FOR STATEWIDE MAINTENANCE  
OF THE DEPARTMENT OF TRANSPORTATION'S INCIDENT MANAGEMENT SYSTEM**

**SCOPE:**

The purpose of this contract is to provide the necessary support services required to keep the Connecticut Department of Transportation's (ConnDOT) Incident Management System (IMS) operating to the original manufacturer's specifications.

The equipment locations are noted in the Bid Schedule. The ConnDOT Bridgeport Operations Center (BOC) for the 1-95 Corridor is located at the State Police Troop G Barracks, 149 Prospect Street, Bridgeport, CT. The ConnDOT Newington Operations Center (NOC) for the Hartford Area and other locations is located at the DOT Central Headquarters, 2800 Berlin Turnpike, Newington, CT. The ConnDOT Main Fiber Hub is located on the Exit 50 off ramp, I-84 Westbound in Hartford, CT.

ConnDOT's Incident Management System (IMS) includes:

*System Component #1 - Maintenance of Incident Management CCTV Systems*

*System Component #2 - Maintenance of Incident Management Changeable Message Signs (CMS)*

*System Component #3 - Maintenance of Incident Management Flashing Beacon Advisory Signs (FBAS)*

This bid has been designated as a "**Multiple-Criteria Bid**" in accordance with CGS 4a-58 (Public Act 99-161), and will be evaluated as such by DAS/Procurement Services. The award will be made to the most responsible bidder(s) who best meet the evaluation criteria listed below.

Bidders may bid on any/all items that they are qualified for.

**CONTRACT PERIOD:**

The State intends that this contract shall be in effect for a period of three (3) years, beginning from the **Date of Award through October 31, 2010**. The State reserves the right to extend this contract for a period of up to the full original contract term or parts thereof.

**STANDARDS:** Contractors supplying services are required to comply with the current Connecticut Occupational Safety and Health Standards, Volume I, General Industry Standards, Volume II, Construction Safety and Health Regulations.

**REQUIRED FEDERAL CONTRACT PROVISIONS:**

Form FHWA-1273 is included as part of this Contract.

**PROJECT SPECIFICATIONS:**

All work is to be performed in accordance with the Department of Transportation's Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, as supplemented and amended; and with the attached Federal and State specifications and requirements.

Form 816 may be purchased from:

Connecticut Department of Transportation, Manager of Contracts, P.O. Box 317546, 2800 Berlin Turnpike, Newington CT 06131-7546

The price is \$20.00 if sent by mail, \$16.00 if picked up in person. Checks are to be made out to: Treasurer-State of Connecticut. Form 816 also can be viewed on the Department's web site:

[www.ct.gov/dot/cwp/view.asp?a=1385&Q=319212](http://www.ct.gov/dot/cwp/view.asp?a=1385&Q=319212).

**CONTRACTOR SELECTION:**

Prequalification is not required. Any rejection of bids or bidders will be in accordance with Form 816 Article 1.02.01 and the relative sections of the Department of Transportation's Construction Contract Bid and Award Manual.

Once the selection is made, all forms of surety must be submitted by the Contractor before the purchase order is issued and prior to the preconstruction meeting.

**PREVAILING WAGE REGULATIONS:**

The bid documents contain Federal Wage Scales and conforms to Federal requirements. All provisions outlined in these regulations must be followed throughout the life of the contract, including submission of certified payrolls at the end of each workweek, as noted below.

During the term of the contract, the State will verify that these wage scales are being used as outlined through section 31-53a, effective October 1, 1993. This act mandates certified payrolls and a statement of compliance to be submitted on a weekly basis to ConnDOT. The wage certification form must be included with the bid submission. Contractors are cautioned that utilization of the term "working supervisor" does not allow the Contractor to pay the employee in this position less than the prevailing wages set for the actual work performed by the employee.

**BID PRICES:**

Bid prices shall be noted on the attached Bid Schedule. Deviations will not be accepted. No overtime or travel rates will be paid. If a contractor submits an overtime-hourly rate or travel rate, the rate(s) will not be awarded.

BIDDERS ARE REQUIRED TO SUBMIT A BID PRICE FOR EQUIPMENT SERVICES, A BID PRICE FOR REGULAR HOURS REPAIR, A BID PRICE FOR OFF HOURS REPAIR AND A BID PRICE FOR MAINTENANCE AND PROTECTION OF TRAFFIC **FOR EACH LOCATION** LISTED ON THE ATTACHED BID SCHEDULES. PROSPECTIVE BIDDERS FOR THIS CONTRACT MUST PROVIDE A BID FOR EACH ITEM; NO ITEMS ARE TO BE LEFT BLANK.

**HOURS:**

**Regular Work Period:**

The hours between 7:30 A.M. and 3:30 P.M Monday through Friday are considered regular hours, excluding Federal Holidays.

**Off Hour Work Period:**

All Off-Hour work starting after 3:30 P.M. shall be all hours outside the Regular Work Period.

The hourly rate shall be based on one person working for one hour of work including all travel, equipment, vehicles, tools, test equipment, etc.

**PAY ITEMS:**

**EQUIPMENT SERVICES:**

**Method of Measurement**

This work will be measured for payment by the actual number of occasions of Equipment Services provided per location.

**Basis of Payment**

Equipment Services shall be paid for at the contract unit price per occasion per location, when work is completed one month in arrears. The monthly price shall include service on all equipment locations listed on the Bid Schedule. Equipment Services shall include necessary lane closures to service the equipment. This work shall include all insurance, parts, labor, materials, testing and debugging of units, preparing and maintaining records, transportation to and from job sites, shop repairs and all normal repairs and service work, all lane closures, as described under the "Equipment Services" section of this bid.

**Pay Item**

Equipment Services

**Pay Unit**

— Ea.

**REGULAR HOURS REPAIR:**

**Method of Measurement**

This work will be measured for payment by the actual number of hours of Regular Hours Repair performed and material used plus 15% mark-up on material used only.

**Basis of Payment**

This work will be paid for at the contract hourly rate for each man-hour actually performed, no additional payment because of time of day or day of week will be authorized. The fixed hourly rate shall include all labor, travel, vehicles, equipment and tools plus the cost of materials with a 15% mark-up on the materials only. The labor shall include all persons necessary to efficiently complete the work. The labor supplied for each regular hour repair shall be approved by ConnDOT prior to the start of work. The regular work hour repair shall apply to the locations and description of work listed herein. When directed by ConnDOT, the contractor shall work in tandem with other contractors to complete the required repairs to the system.

**Pay Item**

Regular Hours Repair

**Pay Unit**

Hr.

**Off Hours Repair:**

**Method of Measurement**

This work will be measured for payment by the actual number of hours of Off Hours Repair performed plus 15% mark-up only on material used only.

**Basis of Payment**

This work shall be paid for at the contract unit price of a fixed overtime rate which includes all labor, travel, vehicles, equipment and tools plus cost of materials with a 15% mark-up on the materials only. The labor shall include all persons necessary to efficiently complete the work. The labor supplied for each off-hour repair shall be approved by ConnDOT prior to start of work. The rate shall apply to work requested by ConnDOT outside the regular working hours. Off-hours are all hours other than the Regular Work Hours described above. The off hours repair shall apply to the locations, equipment and work listed elsewhere in this bid. Other locations in Connecticut may be added or removed at ConnDOT's discretion. When directed by ConnDOT, the Contractor shall work in tandem with other contractors to complete the required repairs to the system.

**Pay Item**

Off Hours Repair

**Pay Unit**

Hr.

**Maintenance and Protection of Traffic**

**Method of Measurement**

This work will be measured for payment by the actual number of lane closures to provide Regular and Off Hours Repair.

**Basis of Payment**

MAINTENANCE AND PROTECTION OF TRAFFIC SHALL BE PAID FOR THE AT THE CONTRACT UNIT PRICE PER LANE CLOSURE PER LOCATION. THE PRICE FOR THIS ITEM SHALL BE FOR LANE CLOSURES ASSOCIATED WITH REGULAR HOURS REPAIR AND OFF HOURS REPAIR. THIS WORK SHALL INCLUDE SHALL INCLUDE ALL NECESSARY SIGNS, SIGN TRUCKS, CONES, LABOR ETC. NECESSARY TO MEET THE REQUIREMENT OF THE MAINTENANCE OPERATIONS TRAFFIC CONTROL PLANS.

<b>Pay Item</b>	<b>Pay Unit</b>
<b>MP&amp;T</b>	<b>Ea.</b>

**Replacement Parts:**

Replacement Parts shall be paid for at the User Price listed in the current Domestic User Price and Availability List published by each manufacturer plus a 15% mark-up on the material only. Replacement parts available through original equipment manufacturers (OEM) or existing ConnDOT inventory shall be used whenever possible.

<b>Pay Item</b>	<b>Pay Unit</b>
<b>Replacement Parts</b>	<b>Ea.</b>

**COMPLIANCE WITH CT. GEN. STATUTES SECTIONS 33-922, 33-636 AND 33-953:** Prior to the award of any contract, corporations which are incorporated in states other than Connecticut (foreign corporations) must have on file with the Connecticut Secretary of State's Office, an approved Certificate of Authority and corporations incorporated in Connecticut (domestic corporations) must have on file an approved Certificate of Incorporation. All required annual reports for both types of corporations, including the organizational report for domestic corporations must also be on file with the Connecticut Secretary of State's Office. See Conn. General Statutes Sections 33-922, 33-636 and 33-953. Any questions regarding these filing requirements may be directed to the Connecticut Secretary of State's Office at (860) 509-6002. You may also review information on the Secretary of State's Office website at <http://www.sots.ct.gov>.

**BASIS OF AWARD:**

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State. This bid has been designated as a "Multiple-Criteria Bid" in accordance with CGS 4a-58, and will be evaluated as such by DAS/Procurement Services. The award will be made to the responsive and responsible bidder(s) who score highest in the evaluation criteria for each of the *System Components* noted in "Scope".

The Evaluation Criteria is listed in elsewhere in this document. Please note that the criteria is the same for all items with the exception of 2) Qualifications. Specific qualification criteria are detailed in the appropriate section for each *System Component*.

A selection committee comprised of DAS/Procurement Services, FHWA; and ConnDOT personnel from the Office of Highway Operations and the Div. of Purchasing will review and score all bids. The evaluation criteria, in addition to the requirements, terms and conditions identified through this bid document, will be considered as part of the selection process. The criteria are listed in order of highest to lowest importance in the evaluation ratings.



Bidders shall address each of the evaluation criteria, in writing, to enable comparison. Information provided must be returned with the Bid submission. Failure to provide such information may result in rejection of Bid.

ConnDOT reserves the right to issue an award to one or multiple contractors, in its best interest.

**CONTRACT AWARD:** The Contractor's signature on the SP-26, Bid Proposal, indicates the Contractor's agreement to all the terms and conditions listed within the bid proposal. If your company is selected as the awarded Contractor, the signature on the SP-26 constitutes as the agreement between your company and the State. Once the contract is awarded, the State will issue a contract award which constitutes the State's signed agreement to this contract. No additional signatures will be required.

Once the contract has been awarded, the agency will issue a purchase order to the Contractor when services are required. The Contractor shall not perform services without receiving a purchase order. Questions regarding the purchase order should be directed to the agency.

Once the contract is awarded, a copy of the contract award can be viewed on the DAS/Procurement website - [www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp).

Instructions on locating the contact award on the DAS website:

- Scroll down to the heading CONTRACTS.
- The box that states "By Keyword", click the arrow to the right of the box for the drop down menu.
- Click on "By Contract Number".
- Click in the empty box to the right and type in the contract award number 07PSX0217 and click "GO".
- Click on the "Contract Number".
- Now, click on "PDF: Review The Contract Document" to download and/or print the contract.

**BONDING REQUIREMENTS:**

A Performance Bond will be required in the full amount of the Contract Award. Such bond must be received within twenty (20) days of request. Failure to submit a Performance Bond on the form required by the State (CLA-2A) shall result in the State either re-awarding the contract to the next lowest bidder or re-bidding the contract. Other offers of surety will be reviewed on a case by case basis. It is the responsibility of the Contractor to ensure that its bond is updated as required.

Such bond shall be:

1. **Corporation:** The Bond must be signed by an official of the Corporation above his official title and the corporate seal must be affixed over his signature.
2. **Firm or Partnership:** The Bond must be signed by all the partners and indicate they are "Doing Business As (name of firm)".
3. **Individual:** The Bond must be signed by the individual owning the business and indicated "Owner".
4. The Surety Company executing the Bond must be licensed to do business in the State of Connecticut, or Bond must be countersigned by a company so licensed.
5. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.

6. Signature of two witnesses for both principal and the Surety must appear on the Bond.
7. A Power of Attorney for the official signing the Bond for the Surety Company must be submitted with the Bond, unless such Power of Attorney has previously been filed with the Bureau of Finance and Administration

**NOTE:** The following insurance requirements and limits for the Department of Transportation supersede the insurance requirements noted in the Department of Administrative Services Contract.

**INSURANCE CERTIFICATES REQUIRED:** Before any contract is executed, the successful contractor(s) will be required to file with the Department of Transportation, within twenty (20) days from the date of notification a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The Department of Transportation will provide their standard insurance certificate form "CON-32A" (most current version), contractors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit the CON-32A within twenty (20) days of request will allow the State to re-award the contract or re-bid the project as it deems necessary. Insurance certificates must document that the vendor has owner's and contractor's protective liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirements.

The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the State. By signing this contract, the Contractor agrees that the State is authorized to contact the insurance provider(s) of the insurance policies required under this agreement/contract and obtain such policy(ies) directly. This provision shall survive the suspension, expiration or termination of this contract.

With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, for and in the name of the State of Connecticut in conjunction with paragraph (A) below, and with the State being named as an additional insured party with regard to the Commercial General Liability and Automobile Liability insurance required in paragraphs (B), (C), and (F) the minimum liability insurance coverage set forth in paragraphs, (A), (B), (C), and (F) at no direct cost to the State.

Contractor shall assume any and all deductibles in the described insurance policies.

The contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage.

Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State.

"Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Contractor agrees that he/she will not use the defense of sovereign immunity the adjustment of claims or in the defense of any suit, unless requested by the State.

**A. OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY**

The contractor shall purchase Owner's and Contractor's Protective Liability Insurance for and in the name of the State of Connecticut. This insurance will provide a total limit of **ONE MILLION DOLLARS (\$1,000,000.00)** per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of **TWO MILLION DOLLARS (\$2,000,000.00)** for all damages arising out of bodily injury to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

**B. COMMERCIAL GENERAL LIABILITY**

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of **ONE MILLION DOLLARS (\$1,000,000.00)** for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of **TWO MILLION DOLLARS (\$2,000,000.00)** for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

**C. AUTOMOBILE LIABILITY**

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of **ONE MILLION DOLLARS (\$1,000,000.00)** Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least **TWO MILLION DOLLARS (2,000,000.00)**. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require five million dollars (\$5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

**D. WORKERS' COMPENSATION**

With respect to all operations the contractor performs and all those performed for the contractor by subcontractor(s), the contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremen and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively. arising out of any one accident or occurrence, in connection with bodily injury or death of persons and/or injury to or destruction of property; and (2) subject to this limit per occurrence, a total (or aggregate) limit of **SIX MILLION DOLLARS (\$6,000,000.00)** for all injuries to or death of persons and/or injury to or destruction of property during the policy period. If such insurance is required, the contractor shall obtain and submit the minimum coverage indicated above to the State prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities are accepted by the State.

**F. UMBRELLA LIABILITY**

In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B, C, and F, (if required) the State of Connecticut must be named as Additional Insured.

The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunction with Items A, B, C, D, and F, above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremens and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the CON-32A.

The Insurance Company has a right and duty to defend the insured against any suit seeking damages (or under Workers' Compensation benefits) to which the referenced insurance policy applies and may investigate and settle any claim or suit as they deem appropriate. The Insurance Company's duty to defend or settle any claim or suit ends when the applicable limit of liability has been exhausted in the payment of judgments or settlements.

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage are the responsibility of the contractors. Insurance requirements will be **strictly enforced**. Contractors should hand carry or mail Insurance Certificates to the Department of Transportation, Bid Unit. **UNDER NO CIRCUMSTANCES SHOULD INSURANCE CERTIFICATES BE SENT TO DAS PROCUREMENT SERVICES OR TO ANY DISTRICT OFFICE.**

Please mail or hand carry certificates to: Department of Transportation, Bureau of Finance and Administration, Attn: Kryss Emigh, P.O. Box 317546, 2800 Berlin Turnpike, Newington, CT 06131-7546  
Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

#### **LICENSE REQUIREMENTS:**

Where applicable, companies submitting bids must meet the license requirement of **Chapter 393 - electricians, plumbers, heating, piping and cooling contractors journeyperson, elevator and fire protection sprinkler craftsmen** of the Connecticut General Statutes. In bidding on these items a contractor should submit a copy of their E-1 Electrician - Unlimited electrical contractor's license, and a copy of their E-2 Electricians - Unlimited electrical journeyperson's license (if company intends to have an E-2 working under the supervision of an E-1), and any other licenses required by law for employees working under the authority of this contract.

Throughout the contract period the State will verify the licensing credentials of the contractor. See attached explanation of each license. The State will assume contractors will correctly bid and assign personnel in accordance with these requirements.

The E-1 holder must be employed by the contractor. Apprentices must be in an apprentice program with the State of Connecticut. The ratio of E-1 to E-2 apprentices must be one-to-one.

#### **ENVIRONMENTAL COMPLIANCE:**

Contractors will be required at all times to be in compliance with the environmental standards criteria and regulations promulgated by the Department of Environmental Protection. During any period that a contractor is found to be in non-compliance, no new purchase orders will be issued. The contractor shall comply with Article 1.07.16 and Article 1.10.03 of the Standard Specifications and ConnDOT's Best Management Practices.

**EQUIPMENT INSPECTION:**

The State reserves the right to inspect a contractor's equipment or facility in an effort to determine if the bidder is qualified to perform the services required by the contract.

**TRANSPORTING EQUIPMENT:**

All equipment is to be insured and properly lighted as required by the Department of Motor Vehicles. All equipment is to be equipped with warning devices. The cost of transporting equipment to and from the area in which it will be used will be the responsibility of the Contractor.

No transportation charges, setup or breakdown fees or charges will be allowed.

**SAFETY EQUIPMENT:**

The Contractor shall insure that all proper safety items will be worn by all personnel at the job site.

**SECURITY:**

Contractor must adhere to established security and/or property entrance policies and procedures established for each requesting State Entity. It is the responsibility of each contractor to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

**PURCHASE ORDERS:**

Purchase Orders will be issued by the Department of Transportation, Division of Purchasing and Materials Management. Contractors are cautioned NOT TO PERFORM SERVICES WITHOUT RECEIVING A PURCHASE ORDER NUMBER. Questions regarding Purchase Orders should be directed to DOT's Division of Purchasing & Materials Management; Mr. Martin Manganello at telephone number (860) 594-2070.

Before a contractor is used, a certificate of insurance and Payment and Performance Bonds, as detailed elsewhere in this document, must be on file at the Department of Transportation's Division of Purchasing & Materials Management.

**PRE-CONSTRUCTION MEETINGS:**

Pre-construction/progress meetings may be scheduled by ConnDOT as needed. Such meetings will be held at no additional cost to the State.

**SUBCONTRACTORS:**

ConnDOT must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractors acknowledge by the act of submitting a bid that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of ConnDOT or his designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the Contractor shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to ConnDOT upon request. The Contractor must perform a minimum of 51% of the services described in the specifications.

**RESPONSE TIME:**

The Contractor shall service and maintain the equipment described herein. All equipment shall be serviced and maintained on a twenty-four- (24)-hour a day, seven-days a week basis. The Contractor shall provide a suitable means of communication between the Contractor and ConnDOT. This shall include a 24-hour telephone number for contacting Contractor personnel and a fax number for daily communications and log activities. Emergency maintenance repairs shall commence not more than 4 hours after notification by ConnDOT and shall be completed within 24 hours of notification. Regular Hours Repair shall be conducted during Regular Work Period. The time and dates of Equipment Services work shall be mutually agreed between the Contractor and ConnDOT. Equipment Services shall be completed for all sites requested by ConnDOT within five (5) months of the contract start date or mutually agreed dates between the Contractor and ConnDOT.

**LIMITATION OF OPERATIONS:**

The Contractor shall conduct the work at all times in such a manner and in such sequence as will ensure the least interference with traffic that is practicable. The Contractor shall plan the location of detours and the provisions for handling traffic. The Contractor shall cooperate with the public utilities and shall schedule its operations in accordance with Article 1.05.06 of ConnDOT's Standard Specifications (Form 816)

In order to provide minimum disruption of traffic operations, the Contractor will not be permitted to perform Equipment Services that will directly interfere with traffic operations during the following periods:

- On Monday through Friday between 7:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 6:00 p.m.
- On all Saturdays, Sundays and Legal Holidays.
- On the day before and/or day after a Legal Holiday.
- When weather and/or road conditions make traveling hazardous.

**MAINTENANCE AND PROTECTION OF TRAFFIC:**

During the allowable periods, when the Contractor is actively working, the Contractor shall, where necessary, be required to close the outside (right) lane, left lane, center lanes or shoulder on any multi-lane roadway while maintaining and protecting traffic on remaining lanes in accordance with the attached Maintenance Operations Traffic Control Plans #1 - #16. Lane and/or shoulder closures will be required when work is being performed in or over the travel and/or shoulder areas of the roadway. Any other type of closures will require prior approval from the ConnDOT Engineer. The Contractor will not be paid for the lane closures in the event the work will take less time than the set-up and breakdown of the lane closure. Lane closures and shoulder closures will be paid for under separate items (with the exception of Equipment Services). The Contractor will coordinate all lane closures with ConnDOT, and if directed by ConnDOT, the Contractor will be permitted to provide emergency repairs. The Contractor will be required to coordinate all work with other Contractors who may be working in the same areas, to avoid any conflicts. This item shall include all necessary signs, sign trucks, cones, labor etc. necessary to meet the requirement of the Maintenance Operations Traffic Control Plans.

**TRAFFIC CONTROL OF SHORT DURATION:**

Short duration activities are generally considered to be those in which it takes longer to set up and remove the traffic control zone than to perform the work. Typically, such operations can be accomplished in 30 minutes or less. During short duration work, there are hazards involved for the crew in setting up and taking down traffic controls. Also, since the work time is short, the time during which the motorists are affected is significantly increased as the traffic control is expanded. Considering these factors, it is generally held that simplified control procedures may be warranted for short-duration work. Such shortcomings may be offset by the use of other, more dominant devices such special lighting units (arrow boards, strobe lights) on work vehicles in conjunction with traffic cones to delineate the work vehicle and/or work area. Conditions will vary; flaggers and advance warning workers ahead signs or symbols may also be needed. Good judgement would always prevail in placement of the devices.

**LANE CLOSURES:**

The closures noted for each location on the attached Bid Schedule indicate the appropriate closures required; however, ConnDOT reserves the right to direct the contractor to do otherwise, at its sole discretion.

**ConnDOT PARTICIPATION FOR SPARE OR REPLACEMENT EQUIPMENT:**

ConnDOT shall reserve the option of supplying to the Contractor spare parts or any component, part or assembly that the Contractor needs to replace parts or equipment that have been damaged due to traffic accident, vandalism, theft or catastrophic Act of God. ConnDOT also reserves the option of providing ConnDOT personnel and/or equipment to assist in or perform any work normally covered under any of the work in this contract.

**REPLACEMENT PARTS:**

All replacement parts shall be through ~~(OEM)~~ or existing ConnDOT inventory shall be used whenever possible. When parts are available through existing ConnDOT inventory, the Contractor (with approval from ConnDOT) shall draw out required loan equipment. *As soon as possible and to ConnDOT's satisfaction the Contractor will provide replacement equipment to be re-entered into ConnDOT's inventory* located at the Darien, East Haven and Rocky Hill Stores facilities. Any non-salvageable equipment deemed inoperable and replaced, i.e., locks, relays, etc. shall be turned over to ConnDOT. Failure to do so will result in ConnDOT purchasing the item and taking the cost of replacement including any restocking charges or administrative charges as a deduction from what is owed the Contractor. At ConnDOT's discretion, the Department may also charge a restocking fee. Contractor shall supply all other miscellaneous equipment (wire, connectors, and relays) from the OEM if needed.

**REPORTING MALFUNCTIONS:**

Each normal workday, at approximately 07:00 a.m., ConnDOT shall fax a status information form to the Contractor. Unless directed by ConnDOT, normal work hours will be adhered to. This form shall contain a list of all-malfunctioning video and traffic flow monitor equipment requiring service. Upon review of this form, the Contractor shall provide a list to ConnDOT, stating ~~-support~~ services that are scheduled for the current day, including their estimated starting time and route, if field equipment is to be serviced. The Contractor shall keep a neat and accurate logbook of all malfunctions received. This logbook will include a malfunction/repair form supplied by ConnDOT, and to be completely filled out by the Contractor. A separate form shall be filled out for each service call. The logbook shall be submitted monthly to ConnDOT- for review and approval by the 15th calendar day of the following month.

**REPORTING OF VANDALISM, THEFT OR TRAFFIC ACCIDENT:**

When in the course of Regular Hour Repair, Off Hours Repair or Equipment Services, the Contractor discovers equipment damaged as a result of vandalism, theft or traffic accident, they shall immediately report same to the State Police. The Contractor shall also report the incident to ConnDOT as soon as possible during normal working hours. In cases when the damage is immediately repairable in the field, the Contractor shall repair the damage "on the spot" after the State Police have been notified.

**KNOCKDOWNS:**

All knocked down or damaged equipment shall be removed from the highway within the next working day by ConnDOT and subsequently handed over to the Contractor for repair or removed by the Contractor. In times of emergency, when it is imperative that an accurate assessment of damage and units be removed from the highway with minimum delay, the Contractor shall be available and ready to access and remove (if needed) the unit within **four (4)** hours of the reported incident, if so directed by ConnDOT. A written report on the condition of the equipment and the estimated cost of repairs shall be provided to ConnDOT within ten (10) calendar days after the Contractor receives the equipment.

**REPLACEMENT OF KNOCKED DOWN EQUIPMENT:**

The Contractor will normally reinstall knocked down equipment as soon as possible. In cases when the Infrastructure is not available or erected, the Contractor shall reinstall the equipment within twenty-four (24) hours from the time the structure is available for attachment.

**REMOVAL OR RELOCATION OF EQUIPMENT:**

The Contractor, at the written order of ConnDOT, shall remove any equipment for reinstallation in any other location designated by ConnDOT.



**EQUIPMENT SHOP REPAIRS:**

Each component serviced in the Contractor's or manufacturer's service shop shall have a report sheet supplied by ConnDOT, and completely filled out by the Contractor. These report sheets, along with any invoices for each service provided, shall be submitted monthly to a location(s) specified by ConnDOT for review and approval by the 15th calendar day of the following month.

**INVOICE SUBMITTAL**

The Contractor shall submit any and all invoices to ConnDOT related to work completed in a calendar month by the 15th day of the following month for payment. Any invoices received after the 15th day shall be processed in the following month.

**PURCHASE ORDER PAYMENTS:**

Payments will be processed by the Accounts Payable Unit through the State Comptroller's Office. Payments will be made in arrears and after receipt of a properly completed invoice. All billing must reference the State Purchase Order number, vendor invoice number and vendor's Federal Identification Number.

Invoices are to be mailed to:

Department of Transportation, Attn: Accounts Payable, P.O. Box 317546, Newington, CT 06131-7546. State of Connecticut payment terms are net 45 days.

Note: State of Connecticut General Statutes prohibits any state agency from making prepayments for repair or maintenance service. All payments will be made in arrears.

**ADJUSTMENTS:**

**(This Section Applies to System Component #1 and System Component #2 ONLY):**

1. The Contractor shall agree to pay the State of Connecticut the sum of \$500.00 per day for each field control location which was not serviced within three (3) working days from the date it was first reported on the daily fax report. The adjustment amount for equipment repairs shall be for the number of working days exceeding three (3) that the equipment location was not checked.
2. The Contractor shall agree to pay the sum of \$500.00 a day for not responding within four (4) hours to major malfunctions such as defined in this contract.
3. For major malfunctions, the Contractor shall agree to pay the sum of \$500.00 a day for the number of days beyond the first day the equipment is malfunctioning. If the Contractor can show, with reasonable certainty, that he responded promptly and made every attempt to repair major malfunctioning components and has promptly ordered renewal parts by the best available methods, then at the discretion of ConnDOT, there will be no adjustment charge to the Contractor.

Note: "Working days" for adjustment purposes are Regular Work Periods. "Days" are calendar days including Saturdays, Sundays and federal holidays.

Adjustments will not be levied for failures attributable to the utility company providing power connections. For repair work on equipment which is located in certain areas, such as bridges without shoulder areas, the repair work may be restricted to those times as described in the limitations of operations section. The adjustment charges for not repairing these units within three (3) days may be waived at the discretion of ConnDOT, if it is determined that conditions for not making repairs were beyond the control of the Contractor. In addition to the adjustment charges listed above, the Contractor will not be paid for repair of equipment which remains inoperable. The price shall be based on the monthly contract price broken down by day, for the number of days the equipment is not operating.



ConnDOT reserves the right to hire and outside Contractor to facilitate repairs with the cost of repair to be brought to and paid for by the Equipment Services Contractor.

**LIQUIDATION OF INDEBTEDNESS:**

The State may refuse at any time to make payments under this contract, if (a) the Contractor has failed to comply with the terms of the contract or any applicable State law or regulation, or (b) the contractor is indebted to the State of Connecticut and the collection of the indebtedness will not impair accomplishment of the objectives of this contract. Under such conditions, the State will inform the Contractor, in writing, that payment will not be made after a specified date until the noncompliance described in such is corrected, or the indebtedness is liquidated.

**EXTENUATING CIRCUMSTANCES WHICH MAY AFFECT WORK PERFORMED AND PAYMENTS:**

Contractor's equipment must be in safe operating condition at all times as specified by the in his bid. No payment will be made by the State for any incomplete work, by default or breach of the contract. The State reserves the right to asses the Contractor for any incomplete work that must be completed, reassigned, or corrected by others in accordance with the terms and conditions outlined in FORM SP-19.

In the event of inadequate performance by the Contractor, the State reserves the right to withhold any payment to the Contractor until corrective repairs have been made and completed. Should this practice of inadequate performance continue, the State reserves the right to cancel any and all Purchase Orders issued to the Contractor.

**NON-PERFORMANCE CLAUSE/COMPLAINT REPORTS:** Should it be found that the quality of material or services being performed are not in compliance with the specifications, the Contractor shall be informed, by the using agency, of said deficiency and shall be given an opportunity to correct the offending condition. The time allowed to correct the condition shall be specified and will be reasonable depending on the nature of the non-performance.

If the complaint was resolved by the agency, the agency should fill out a Vendor Performance Report "for information only" purposes and forward to DAS/Procurement Services. The vendor performance report will be filed at DAS/Procurement Services and may be used in the future when evaluating the Contractor's past performance with the State.

If the complaint cannot be resolved between the using agency and the Contractor, the using agency will fill out a Vendor Performance Report and forward to DAS/Procurement Services. A copy of the Vendor Performance Report shall be forwarded to the Contractor and the Contractor shall respond back to DAS/Procurement Services by a designated date on how they will correct the problem. The Contractor will be afforded ten (10) business days from the date of receipt of a negative report to correct the problem. DAS/Procurement Services may terminate services where the Contractor performance remains unsatisfactory after receiving two (2) negative written reports and if need be, employ another Contractor to fulfill the requirements of the contract. Also, at any time, the State may decide to meet with the Contractor to try and come to an agreement with or without terminating the contract. Depending on the nature and severity of the complaint, the Contractor may be terminated after the first vendor performance report. The Contractor being terminated may be liable to the State of Connecticut for all costs incurred as a result of the termination, including additional costs to employ a new Contractor for the length of the contract.

Instructions to the agency on where to find the Vendor Performance Report:

Go to the DAS/Procurement Services website - [www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp)  
Scroll down to "Customer Feedback"  
Click "Vendor Performance"

Complete the form. Please make sure to click the appropriate box for Action Requested. When completed, submit the form.

In the event that the contract award has been terminated, the awarded Contractor will complete all work currently underway, and the agency will make payments for all services received and completed.

**PRICE INCREASES/DECREASES:**

**Prices shall remain firm for the first two years** of the three (3) year contract. After the second year, the awarded contractor shall be allowed to file for one (1) price increase per year thereafter (including extension(s) with a cap of five percent (5%) per year for manufacturer's price increases, on the anniversary date of the contract, consistent with and relative to price changes originating in the marketplace. There will be no consideration for an increase in profit margins. The State reserves the right to request justification and the right to reject requests for increases.

Requests for such increases must be submitted in writing to the attention of the Contract Specialist listed on the Contract Award no later than 30 days after the anniversary date of the contract award. The price increase request shall be sent to: The State of Connecticut, DAS/Procurement Services, Box #150414, 165 Capitol Avenue, 5<sup>th</sup> Floor South, Hartford, CT 06106-0414. Price reductions may be submitted at any time during the contract term.

**ADDITION AND REMOVAL OF LOCATIONS:**

Locations (Or Portable Changeable Message Signs) may be added, and removal of locations may occur at any time for the duration of the Contract and extensions thereto. The Contractor will be notified by ConnDOT prior to any work being added or removed by this Contract. ConnDOT will provide written documentation and plans to the Contractor for the additional locations. Repair to the additional locations shall be paid for using the pay items listed herein. The Contractor shall not receive payment for locations removed from the contract.

**CONTRACT SEPARATELY / ADDITIONAL SAVINGS OPPORTUNITIES:**

The State reserves the right to either seek additional discounts from the contractor(s) or to contract separately for a single purchase, if in the judgment of DAS/Procurement Services, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the published contract prices, whether or not such a savings actually occurs.

## Evaluation Criteria

A selection committee will review and score all bids. The following information, in addition to the requirements, terms and conditions identified throughout this Bid Document, will be considered as part of the Selection process.

**Bidders shall address each of the evaluation criteria below, in writing, to enable comparison. Information provided must be returned with the Bid submission. Failure to provide such information may result in rejection of Bid.**

The criteria are listed in order of highest to lowest importance in the evaluation ratings.

### ~~3.1~~1) Bid prices

2) Qualifications - Detailed qualifications criteria specific to each item is provided in the following sections for *System Component #1, System Component #2 and System Component #3*

#### 3) Business Information/History

3a) Annual Report/Financial Statement for the past two years

*Should bidders wish this information to be considered confidential, this information should be placed in a sealed envelope marked "Confidential", this information will not be made viewable to the public and will only be reviewed by the evaluation committee.)*

3b) Length of time in business

3c) Previous work on similar State contracts

3d) Affiliated businesses

#### 4) Personnel

4a) Number of Qualified Technicians

4b) Certifications for equipment listed herein these terms and conditions

4c) Number of Non-technical personnel

#### 5) Technology

5a) Diagnostic equipment

5b) In-house shop facilities

5c) Available Service Vehicles

#### 6) References

6a) Services provided to other States

6b) Services provided to State of Connecticut agencies

6c) Services provided to the private sector

\*Contractor to provide names, addresses, phone numbers, scope of work and approximate dollar amounts with reference information.

#### 7) Service/Warranty

7a) Equipment Warranty

7b) Labor Warranty

7c) Shop Facilities (Authorized Service and/or Material Provider)

8) Added Value:- The Contractor shall provide a repair shop within two (2) hours driving time (average) to any location within the contract area.

## **SYSTEM COMPONENT #1 - TECHNICAL SPECIFICATION**

### **Incident Management Highway Video Equipment Systems (CCTV) Statewide - (Various Towns and Various Routes)**

#### **OVERVIEW:**

The purpose of this Technical Specification is to provide the necessary support services required to keep the Connecticut Department of Transportation's (ConnDOT) Video Equipment System operating to the original manufacturer's specifications. The equipment locations are noted on the Bid Schedule. The ConnDOT Bridgeport Operations Center (BOC) for the 1-95 Corridor is located at the State Police Troop 6 Barracks, 149 Prospect Street, Bridgeport, CT. The ConnDOT Newington Operations Center (NOC) for the Hartford Area and other locations is located at the ConnDOT Central Headquarters, 2800 Berlin Turnpike, Newington, CT. The ConnDOT Main Fiber Hub is located on the Exit 50 off ramp, I-84 Westbound in Hartford, CT.

#### **QUALIFICATIONS CRITERIA :**

Bidders shall address each of the qualifications criteria below, in writing, to enable comparison. Information provided must be included with the other evaluation criteria listed on Page 12 of this document and returned along with the Bid submission. Failure to provide such information may result in rejection of Bid.

- A) Installation or repair of a minimum of twenty five closed circuit television cameras (CCTV) - dome type installed on a steel pole on limited access highways within the past three years.
- B) Installation or repair of a minimum of twenty five traffic flow monitors (TFM) installed on a steel pole or sign support on limited access highways within the past three years.
- C) Installation or repair of a minimum of twenty-five traffic management system cabinet enclosures including electrical service to cabinet within the past three years.
- D) Equipment manufacturer technician certifications for servicing CCTV and traffic flow monitor from the original equipment manufacturer(s).

#### **CONTRACTOR PERSONNEL:**

The Contractor shall use only qualified technicians to test and/or repair the system equipment. Qualified technicians are those individuals who are certified by the original equipment manufacturer (OEM) for servicing, supplying and repair CCTV and TFM equipment to the Department and be capable of maintaining the CCTV and TFM for the duration of the contract. The Contractor shall have a minimum of two (2) certified technicians to service both the CCTV and the TFM four (4) weeks after award and for the duration of the contract period. Failure to obtain certifications may result in dismissal of the Contractor from the contract. **The awarded Contractor shall be responsible for all costs in earning the necessary technician certifications four weeks after the award and for the duration of the contract.** The Contractor is responsible for replacing any certified technician at the Contractor's expense to retain the minimum number of certified technicians for the duration of the Contract. The names and qualifications of the technicians, along with two (2) copies of all technician training certificates, shall be provided as required herein. If subcontractors are to be utilized to perform work with specific equipment, the training certificates must be provided to ConnDOT prior to the start of work and meet the qualified technician requirements.

Non-qualified personnel shall be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two field site locations can be serviced simultaneously should the need arise.

**EQUIPMENT TO BE SERVICED (I-95 Corridor):**

The Contractor shall support or repair existing equipment including, but not limited to, the following: 161 camera units, 34 traffic flow monitors (TFM), enclosures, pan and tilt units, code converters, field equipment cabinets, service cabinets, cables and connectors from field cabinets to camera assemblies, surge suppression, port sharing devices, optical video data transmitters and optical video data receivers, all fiber optic appurtenances, all associated wiring, and connectors (see locations listed below). Locations with traffic flow monitors and lowering devices (LD) are listed with the respective camera number.

**EQUIPMENT TO BE SERVICED (Hartford Area and Other Locations):**

The Contractor shall support or repair existing equipment including, but not limited to, the following 126 cameras, enclosures, pan and tilt units, code converters, 139 traffic flow monitors (TFM), field equipment cabinets, service cabinets, cables and connectors from field cabinets to camera assemblies, surge suppression, port sharing devices, optical video data transmitters and optical video data receivers, all fiber optic appurtenances, all associated wiring, and connectors (see locations listed below). Locations with traffic flow monitors and lowering devices (LD) are listed with the respective camera number.

**REPORTING OF REGULAR/OFF HOURS REPAIRS:**

When a major malfunction of the video equipment system occurs, it shall be reported by ConnDOT to the Contractor via the twenty-four (24) hour emergency telephone number. The Contractor will dispatch its service personnel, who shall arrive at the required location(s) within eight (8) hours of notification. The Contractor shall notify ConnDOT immediately by telephone upon arrival at the required location, and the Contractor shall notify ConnDOT immediately upon completion of the work operation and departure from the site. This notification procedure shall be followed for each work site the Contractor is dispatched to.

A major malfunction may include, but not limited to, the following:

- The complete failure of all camera locations from BOC or NOC.
- The failure of two (2) or more consecutive video cameras.
- Six (6) or more cameras have failed throughout the BOC or NOC control area.
- The failure of two or more Traffic Flow Monitor-units.
- The failure of a VMS direct connect link, including the failure of a fiber-optic modem.

**EQUIPMENT SERVICES CHECKS:**

As directed by ConnDOT, a service schedule, including proposed service dates, will be submitted to the ConnDOT for review and approval. The Contractor shall service all field equipment at intervals recommended by the OEM, but not exceeding one (1) year. The Contractor shall propose an Equipment Services schedule for approval by ConnDOT. This service shall be performed within a five- (5) month period from the award of the Contract.

In the performance of Equipment Services services, the Contractor shall use only OEM replacement parts and materials or parts and materials of equal or better quality. No change or modification to the standard equipment will be made in any way without written approval from ConnDOT. The Equipment Services work shall be in accordance with the OEM's recommendations and the "Equipment Services" checklist provided by ConnDOT. The Equipment Services at each location shall include, but is not limited to the following:

- Cabinet Exterior-Check for damage, grouting, erosion, door and lock operation and repair as needed.
- Cabinet Interior-Check for proper operation of fan, heater, thermostat, dust filter and light. Replace or repair as needed. In addition, check conduit, conduit sealant, ducts, general condition of wiring, equipment grounding, and any signs of rodent or insect infestation. Replace or repair as needed

- Camera Unit-Clean faceplate of tube cameras, clean inside and outside of dome bubble. Check and repair any evidence of water or insect intrusion, inclusion moisture build-up. Check all exposed wiring and connectors and repair if needed
- The Contractor shall complete the "Equipment Services" checklist upon completion of each service performed. These checklists will be submitted monthly to ConnDOT for approval by the 15th calendar day of the following month.
- The reproduction of service forms.
- All manufacturers' warranty work.

NOTE: Replacement of lighting suppressers or other minor parts is not considered a catastrophic Act of God. When in question ConnDOT's judgment will prevail.

**Note: All sign patterns required to perform "Equipment Services" shall be included as part of this item.**

## **SYSTEM COMPONENT #2 - TECHNICAL SPECIFICATION**

### **Incident Management Highway Changeable Message Signs (CMS) Statewide ( - Various Towns and Various Routes)**

#### **OVERVIEW:**

The purpose of this contract is to provide the necessary support services required to keep the Connecticut Department of Transportation's (ConnDOT) Changeable Message Sign (CMS) equipment operating to the original manufacturer's specifications. The CMS locations, including Portable CMS garage assignments, are noted on the Bid Schedule.

#### **QUALIFICATIONS CRITERIA:**

Bidders shall address each of the qualifications criteria below, in writing, to enable comparison. Information provided must be included with the other evaluation criteria listed on Page 12 of this document and returned along with the Bid submission. Failure to provide such information may result in rejection of Bid.

- A) Installed or repaired a minimum of ten (10) changeable message signs of the type and size owned and operated by the ConnDOT on limited access highway applications, for a period of at least eight months within the past three years.
- B) The Contractor may provide any equipment manufacturer technician certifications for servicing overhead and portable signs from sign manufacturer(s).

#### **CONTRACTOR PERSONNEL:**

The Contractor shall use only qualified technicians to test and/or repair the system equipment. Qualified technicians are those individuals who are certified by the original equipment manufacturer (OEM) for servicing, supplying and repair CMS and Portable CMS to the Department and be capable of maintaining the CMS and Portable CMS for the duration of the contract. The Contractor shall retain a minimum of two (2) certified technicians to service both the CMS and the Portable CMS four (4) weeks after award and for the duration of the contract period. Failure to obtain certifications may result in dismissal of the Contractor from the contract. **The awarded Contractor shall be responsible for all costs in earning the necessary technician certifications four weeks after the award and for the duration of the contract.** The Contractor is responsible for replacing any certified technician at the Contractor's expense to maintain the minimum number of certified technicians. The names and qualifications of the technicians, along with two (2) copies of all technician training certificates, shall be provided as required herein. If subcontractors are to be utilized to



work with specific equipment, the training certificates must be provided to ConnDOT prior to the start of work and meet the qualified technician requirements.

Non-qualified personnel shall be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two field site locations can be serviced simultaneously should the need arise.

**SPECIAL REQUIREMENTS (State of New York):**

The Contractor will ensure that any work operations performed on New York State locations shall conform to and meet all electrical and construction code requirements, as well as all work and insurance requirements at the state and/or local level. In addition, the Contractor is responsible for obtaining all necessary work permits, vehicle permits, and insurance permits to perform work in the State of New York at the locations listed within this contract. Notification to the proper New York State agency (NYS DOT or NY Thruway Authority) prior to commencement of work activities shall be the responsibility of the Contractor. ConnDOT will provide the Contractor with a New York State agency contact list for this purpose.

**CMS EQUIPMENT TO BE SERVICED (I-95 Corridor):**

**Changeable Message Signs (CMS):** The Contractor shall support or repair 49 CMS including but not limited to signs, cabinets, local sign control equipment, modems, fiber optic interface equipment and remote computer control equipment.

**CMS EQUIPMENT TO BE SERVICED (Hartford Area and Other Locations):**

The Contractor shall support or repair 45 CMS; including but not limited to, signs, local sign control equipment, modems, fiber optic interface equipment and remote computer control equipment.

Note: The Contractor is required to coordinate with the sign manufacturer to perform any sign controller software or firmware changes required to ensure compatibility with the ConnDOT-owned CRESCENT traffic management system. Any required software or firmware changes shall be performed at no cost to ConnDOT.

**PORTABLE CHANGEABLE MESSAGE SIGNS:**

The Contractor shall maintain all Portable CMS equipment listed below. Repairs shall be made at various locations throughout Connecticut, including field sites located on Connecticut roadways. Preventive maintenance will be performed at the "assigned garage" location. The Contractor shall maintain all Portable Changeable Message Sign equipment, including but not limited to, trailer, signs, solar panel, sign controller, cell modems, batteries, suspension, wheels and electrical system:

Note: The Contractor is required to coordinate with the sign manufacturer to perform any portable sign controller software or firmware changes required to ensure compatibility with the ConnDOT-owned CRESCENT traffic management system. Any required software or firmware changes shall be performed at no cost to ConnDOT.

**REPORTING OF REGULAR/OFF HOURS REPAIRS:**

When a major malfunction of the CMS occurs, it shall be reported by ConnDOT to the Contractor via the twenty-four (24) hour emergency telephone number. The Contractor will dispatch its service personnel, who shall arrive at the required location(s) within eight (8) hours of notification. The Contractor shall notify ConnDOT immediately by telephone upon arrival at the required location, and the Contractor shall notify ConnDOT immediately upon completion of the work operation. This notification procedure shall be followed for each work site the Contractor is dispatched to.

A major malfunction shall include, but not be limited to, the following errors:

- The complete failure of a CMS.
- The failure of a CMS to respond to remote communication.
- The report of at least one (1) sign driver or module failure.
- The report of a sign element failure encompassing at least 5 sign cubes/pixels.
- The report of garbled sign text, or no sign text.

**EQUIPMENT SERVICES CHECKS:**

Within thirty (30) days of the beginning of the contract period, an Equipment Services service schedule, including proposed service dates, will be submitted to ConnDOT for review and approval. The Contractor shall service all CMS field equipment at intervals recommended by the OEM, but not exceeding one (1) year. The Equipment Services service at each CMS location shall follow the OEM's requirements, including but not limited to, the following:

- Clean thoroughly the front face of the sign, inside and outside (where applicable). Clean exterior sign louvers. Clean LED's if necessary. Inspect and clean exhaust and drain holes. Check for evidence of water intrusion and leaks and repair/seal as necessary.
- Check and replace any damaged sign or controller cabinet door gaskets.
- Check, and replace if necessary, the sign illumination lamps (where applicable).
- Open the local sign control cabinet and check for build up of dust or moisture. Clean inside of units and repair any moisture leaks.
- Replace dust filters in the sign and cabinet. Check internal cabinet light.
- Ensure proper operation of all sign pixel/cubes by visually observing the sign face during the operation of the appropriate pixel/cube test procedure.
- Check sign and controller operation and repair or replace parts as required. The internal diagnostic functions of the equipment shall be used for this operation.
- Ensure all sign and controller connectors are secure and cables are not damaged in any way. Ensure that all internal hardware is tight.
- Check sign supports for secure attachment, rust and any type of damage.
- Check temperature sensor and illumination control (photocell) sensors and replace if needed.
- Check, calibrate and repair sign power supplies.
- Check and repair all ventilation, cooling fans, heaters/defoggers, thermostats and related equipment.
- Cabinet exterior-Check for damage, grouting, erosion, door operation and repair as needed.
- Check portable CMS battery operation and water levels, and repair or replace as needed.
- Check portable CMS trailer operation, including lights, electrical system, tires, lugs and suspension.
- Check portable CMS hydraulic fluid level
- Clean portable CMS solar panel.
- Lubricate all enclosure locks.
- The reproduction of service forms.
- All manufacturers' warranty work.

NOTE: Replacement of lighting suppressers or other minor parts is not considered a catastrophic Act of God. When in question ConnDOT's judgment will prevail.

In the performance of work, the Contractor shall use only OEM factory replacement parts and materials, or parts and materials of equal or better quality. No change or modification to the standard equipment will be made in any way without written approval from ConnDOT.

The Contractor shall complete the "Equipment Services Service" checklist upon completion of each service performed. These checklists will be submitted monthly to ConnDOT for approval by the 15th calendar day of the following month, at which time it will become the property of ConnDOT.



## SYSTEM COMPONENT #3 - TECHNICAL SPECIFICATION

### **Incident Management Flashing Beacon Advisory Signs (FBAS) Statewide-( Various Towns and Various Routes)**

#### **OVERVIEW:**

The purpose of this contract is to provide the necessary support services required to keep the Connecticut Department of Transportation's (ConnDOT) Flashing Beacon Advisory Sign (FBAS) equipment operating to the original manufacturer's specifications (OEM). The FBAS locations are noted on the Bid Schedule.

#### **QUALIFICATIONS CRITERIA:**

Bidders shall address each of the qualifications criteria below, in writing, to enable comparison. Information provided must be included with the other evaluation criteria listed on Page 12 of this document and returned along with the Bid submission. Failure to provide such information may result in rejection of Bid.

- A) The Contractor shall use certified T2 and/or E2 technicians/electricians to test and/or repair the FBAS equipment.
- B) The Contractor may provide any equipment manufacturer technician certifications or any experience for servicing FBAS.

#### **CONTRACTOR PERSONNEL:**

Non-qualified personnel shall be used only to assist in non-technical tasks. The Contractor shall employ a sufficient number of qualified personnel so that a minimum of two field site locations can be serviced simultaneously should the need arise.

#### **FBAS EQUIPMENT TO BE SERVICED (I-95 Corridor):**

**Flashing Beacon Advisory Signs(FBAS):** The Contractor shall support or repair 24 FBAS including but not limited to batteries, solar charger, solar panel ,beacon heads ,flasher device, paging control unit, paging antenna and all associated wiring and relays at the following locations:

#### **FBAS EQUIPMENT TO BE SERVICED (Hartford Area and Other Locations):**

**Flashing Beacon Advisory Signs(FBAS):** The Contractor shall maintain 18 FBAS including but not limited to batteries, solar charger, solar panel ,beacon heads ,flasher device, paging control unit, paging antenna, and all associated wiring and relays at the following locations:

#### **REPORTING OF REGULAR AND OFF HOUR REPAIR:**

When a major malfunction of the FBAS occurs, it shall be reported by ConnDOT to the Contractor via the twenty-four (24) hour emergency telephone number. The Contractor will dispatch its service personnel, who shall arrive at the required location(s) within eight (8) hours of notification. The Contractor shall notify ConnDOT immediately by telephone upon arrival at the required location, and the Contractor shall notify the ConnDOT immediately upon completion of the work operation. This notification procedure shall be followed for each work site the Contractor is dispatched to.

A major malfunction shall include, but not be limited to, the following errors:

- The complete failure of a FBAS.
- The failure of a FBAS to respond to remote communication.
- The report of a FBAS knockdown due to an accident or Act of God.

**EQUIPMENT SERVICES CHECKS:**

Within thirty (30) days of the beginning of the contract period, an Equipment Services service schedule, including proposed service dates, will be submitted to ConnDOT for review and approval. The Contractor shall service all FBAS field equipment at intervals recommended by the OEM, but not exceeding one (1) year. The Equipment Services at each FBAS location shall follow the OEM's requirements, including but not limited to, the following:

- Clean thoroughly the front face of the beacon heads and solar panels.
- Check and replace/repair any damaged beacon heads, solar panels, solar chargers, paging controllers, cabinet door gaskets.
- Test beacon operation via both manual override and paging service.
- Open both the controller and battery cabinets and check for build up of dust, moisture, or corrosion and clean as necessary.
- Check and re-lamp (if necessary) flashing beacons.
- Check battery operation under normal load conditions, replace batteries when necessary.
- Ensure all beacon and controller connectors/hardware are secure and cables are not damaged in any way. Ensure that all internal hardware is tight.
- Check sign supports for secure attachment, rust and any type, and damage. Report any damage or conditions that require repair work to ConnDOT.
- Lubricate all enclosure locks.
- The reproduction of service forms.
- All manufacturers' warranty work.

NOTE: Replacement of lighting suppressers or other minor parts is not considered a catastrophic Act of God. When in question ConnDOT's judgment will prevail.

In the performance of the work, the Contractor shall use only OEM replacement parts and materials, or parts and materials of equal or better quality. No change or modification to the standard equipment will be made in any way without written approval of ConnDOT.

The Contractor shall complete the "Equipment Services" checklist upon completion of each service performed. These checklists will be submitted monthly to ConnDOT for approval by the 15th calendar day of the following month, at which time it will become the property of ConnDOT.

## INSTRUCTIONS TO BIDDERS

### I. Bid Schedule

Release of Bid: Date:	October 2, 2007
Mandatory Pre-Bid Meeting:	October 11, 2007
Receipt of Questions: Date:	October 15, 2007, by noon
Answers to Questions posted as Addendum: Date:	October 17, 2007
Bid Due Date: Date:	October 23, 2007, by 2:00 pm

During the period from your organization's receipt of this Bid, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the Department of Administrative Services, Attn.: Celeste S. Cashman, Procurement Services, 165 Capitol Avenue, Fifth Floor, South, Hartford, CT 06106.

### II. Questions

Questions for the purpose of clarifying the Bid must be submitted in writing and must be received in Procurement Services no later than noon on October 15, 2007, in the State of Connecticut. Questions must be delivered or faxed to: Department of Administrative Services, Attn.: Celeste S. Cashman, (Bid No. 07PSX0217), 165 Capitol Avenue, 5<sup>th</sup> Floor South, Hartford, CT 06116. Fax number (860) 713-7484. Questions may also be e-mailed to: [celeste.cashman@ct.gov](mailto:celeste.cashman@ct.gov).

### III. Sealed Bids

Bids must be submitted in a SEALED envelope or carton, clearly marked with Bid No. **07PSX0217**, the date, and the name and address of the Bidder. Any material that is not so received may be opened as general mail, and result in invalidating the Bidder's submission. Facsimile or unsealed bids will not be accepted under any circumstances.

### IV. Number and Submission of Bids

Bidders should submit one original and five (5) copies of the bid. Any bid which is incomplete or does not follow the prescribed format may not be considered.

Bids may be mailed or delivered in person to the address below to arrive by October 23, 2007, at 2:00 PM. **Bids received after that time, due to whatever reason, will not be accepted and will be sent back unopened.** Postmark dates will not be considered as the basis for meeting any submission deadline. Bids will be publicly read on the due date.

### V. Authorized Signatures

**The bid must be signed by an authorized official.** The bid must also provide the name, title address and telephone number of individuals with authority to bind the company, and for those who may be contacted to clarify the information provided.

**EXHIBIT B**

PRICE SCHEDULE

EXHIBIT C  
SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS  
OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

**Civil penalties**—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties**—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

**Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

# STATE OF CONNECTICUT PROCUREMENT SERVICES

BID NO.: 07PSX0271  
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Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
Telephone Number

<b>PRICE SCHEDULE for Bid # -07PSX0271</b>  <u>IMPORTANT!</u> RETURN ORIGINAL AND FIVE (5) COPIES	DELIVERY:  TERMS: _____ CASH DISCOUNT: _____ % _____ Days _____
Payment terms are net <b>45</b> days. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB state agency.  Page <b>1</b> OF <b>23</b>	BIDDER NAME:  SSN OR FEIN #:

DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE	UNIT OF MEASURE	UNIT PRICE
<b><u>EXHIBIT B</u></b>				

## System Component # 1 – MAINTENANCE OF INCIDENT MANAGEMENT HIGHWAY VIDEO EQUIPMENT SYSTEMS (CCTV)

### I-95 CORRIDOR

CAM.#/ RTE.#	LOCATION	BTN/ AT EXIT	NB/ SB	MILE POST	CLO- SURE	EQUIPMENT SERVICES	REG. HRS. REPAIR	OFF HRS. REPAIR	MAINT. & PROTECT. TRAFFIC
<b>GREENWICH</b>									
1/95	James Street	W of 2	NB	0.4	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
2/95	Ritch Avenue	2-3	SB	1.2	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
3/95	Weigh Station	2-3	SB	2.0	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
4/95	Steamboat Road	3	NB	2.6	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
5/95	Kingsman Avenue	3-4	SB	3.5	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
6/95	Indian Field Road	4	NB	3.9	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
7/95	W. of Strickland Ave.	4-5	SB	4.3	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
8/95	Riverside Avenue		W of 5	SB	5.1	Shoulder	ea. \$ _____	hr. \$ _____	ea. \$ _____
9/95	Rt. 1 Connector	5	NB	5.6	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
10/95	Laddins Rock Road	5-6	SB	6.2	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>STAMFORD</b>									
11/95	Wilson Street	6-7	NB	6.9	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
12/95	Atlantic Street	7-8	NB	7.7	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
13/95	Clark Hill	8	SB	8.3	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
14/95	Lockwood Avenue	8-9	NB	8.8	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
15/95	Boston Post Road	9	NB	9.3	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
Telephone Number

### PRICE SCHEDULE for Bid # -07PSX0271

IMPORTANT!  
RETURN ORIGINAL AND FIVE (5) COPIES

DELIVERY:

TERMS

CASH DISCOUNT:

%

Days

Payment terms are net **45** days. Any deviation may result in bid rejection.  
Bid prices shall include all transportation charges FOB state agency.

BIDDER NAME:

SSN OR FEIN #:

Page **2** OF **23**

DESCRIPTION OF COMMODITY AND/OR SERVICES

UNIT  
OF  
MEASURE

UNIT PRICE

UNIT  
OF  
MEASURE

UNIT PRICE

### EXHIBIT B

<u>CAM.#/</u> <u>RTE.#</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
<b>DARIEN</b>									
16/95	Darien Rest Area	9-10	SB	10.0	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
17/95	Hollow Tree Ridge	9-10	SB	10.3	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
18/95	Norton Avenue	10	NB	10.8	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
19/95	S/B of Exit 10	10	SB	11.1	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
20/95	E of Bridge 44	12	NB	12.0	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
21/95	Darien Rest Area	12-13	NB	12.5	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
22/95	Kings Hwy. North	13	SB	13.2	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
23/95	Richards Avenue	13-14	NB	13.6	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>NORWALK</b>									
24/95	Rampart Avenue	13-14	SB	14.3	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
25/95	Taylor Road	E of 14	SB	14.9	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
26/95	Stuart Avenue	15	SB	15.3	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
27/95	Rt.7 - CT Avenue		N of 15	SB	62.5 None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
28/95	NY/NH Railroad	15	NB	15.8	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
29/95	East Avenue	16	SB	16.2	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
30/95	Karen Drive	16-17	NB	17.1	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>WESTPORT</b>									
31/95	Saugatuck Avenue	17		SB	17.9 Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
32/95	Elaine Road	17-18	NB	18.6	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
33/95	Hales Street	17-18	SB	19.2	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
34/95	Compo Hills Pond	17-18	SB	19.9	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
35/95	Beachside Road	18	NB	20.6	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
36/95	New Creek Road	18-19	SB	21.3	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
37/95	Maple Avenue	18-19	NB	21.6	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
38/95	Sasco Creek Road	18-19	NB	22.2	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____



# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271  
---

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
Telephone Number

**PRICE SCHEDULE for Bid # -07PSX0271**

**IMPORTANT!**

**RETURN ORIGINAL AND FIVE (5) COPIES**

DELIVERY:	
TERMS	CASH DISCOUNT: % Days

Payment terms are net **45** days. Any deviation may result in bid rejection.  
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Page 3 OF 23

BIDDER NAME:
SSN OR FEIN #:

DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE	UNIT OF MEASURE	UNIT PRICE
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### EXHIBIT B

<u>CAM.#/</u> <u>RTE.#</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u> <u>EXIT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
<b>FAIRFIELD</b>									
39/95	Mill Hill Road	19	SB	23.4	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
40/95	Pine Creek	20-21	NB	24.1	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
41/95	Fairfield Rest Area	22	NB	24.9	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
42/95	North Benson Road	22	NB	25.4	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
43/95	Meadowbrook Road	23	SB	25.9	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
44/95	New England Ave.	23-24	SB	26.3	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
45/95	Brentwood Road	24-25	SB	27.2	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>BRIDGEPORT</b>									
46/95	Fairfield Avenue	25	NB	27.6	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
47/95	Wardin Avenue	26	NB	28.4	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
48/95	Myrtle Avenue	27	NB	29.0	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
49/95	West off Main Street	27	NB	29.3	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
50/95	Pembroke Street	28	SB	29.9	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
51/95	Route 8/25	N of 27	SB	00.6	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
52/95	Beardsley Street	E of 29	NB	30.6	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>STRATFORD</b>									
53/95	Surf Avenue	30	NB	31.4	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
54/95	Honeyspot Road	31	SB	32.0	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
55/95	South Avenue	31	NB	32.4	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
56/95	Main Street	32-33	SB	33.3	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
57/95	Bernum	E of 33	SB	34.1	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
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BIDDER NAME:

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Page **4** OF **23**

DESCRIPTION OF COMMODITY AND/OR SERVICES

UNIT  
OF  
MEASURE

UNIT PRICE

UNIT  
OF  
MEASURE

UNIT PRICE

### EXHIBIT B

<u>CAM.#/</u> <u>RTE. #</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u> <u>EXIT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
<b>MILFORD</b>									
58/95	Naugatuck Avenue	33-34	SB	35.0	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
59/95	Bridgeport Avenue	34	NB	35.5	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
60/95	School House Road	35	SB	36.0	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
61/95	Plains Road	36	NB	36.6	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
62/95	Milford Parkway	38	SB	37.6	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
63/95	West River Road	38-39	SB	38.0	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
64/95	Orange Avenue	38-39	SB	38.6	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
65/95	Boston Post Road		39	NB	39.2 None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
66/95	East Town Road	40	NB	39.8	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
67/95	Woodmont Road	40	NB	40.4	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
68/95	Milford Rest Area	40-41	NB	41.2	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>WEST HAVEN</b>									
69/95	Morgan Lane	41-42	SB	42.5	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
70/95	Alling Crossing	41-42	NB	43.4	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
71/95	Greata Street	E of 42	SB	44.2	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
72/95	First Avenue	43	SB	45.3	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>NEW HAVEN</b>									
73/95	Kimberly Avenue		44-45	NB	46.0 None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
74/95	Long Wharf	45-46	NB	46.5	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
75/95	Canal Dock	47	NB	47.4	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
76/95	Rt. 34 Brewery St.	N of 47	WB	24.0	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
77/95	I-91	N of 48	NB	0.3	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
78/95	East Street	48	NB	47.9	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
79/95	Stiles Street	49	NB	48.7	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
Telephone Number

**PRICE SCHEDULE for Bid # -07PSX0271**

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Page 5 OF 23

BIDDER NAME:
SSN OR FEIN #:

DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE	UNIT OF MEASURE	UNIT PRICE
<b>EXHIBIT B</b>				

CAM.#/ RTE.#	LOCATION	BTN/ AT EXIT	NB/ SB	MILE POST	CLO- SURE	EQUIPMENT SERVICES	REG. HRS. REPAIR	OFF HRS. REPAIR	MAINT. & PROTECT. TRAFFIC
<b>EAST HAVEN</b>									
80/95	Saltonstall Parkway	51	SB	50.0	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
81/95	W of Lake Saltonstall	52-53	NB	50.8	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>BRANFORD</b>									
82/95	Hosley Avenue	52-53	NB	51.5	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
83/95	Route 1 Connector	53	NB	52.0	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
84/95	Branford Service Area	53-54	NB	52.4	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
85/95	Todds Hill Road	W of 54	NB	53.1	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
86(2-TFM)/95	Chestnut Hill Road (LD)	54-55	SB	53.9	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
87/95	Mill Plain Road (LD)	54-55	NB	54.4	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
88(2-TFM)	W of Rte 1 Ramp "K" (LD)	55	SB	55.0	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
89(2-TFM)/95	Route 1 Ramp "N" (LD)	55	NB	55.4	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
90/95	W of Exit 56 (LD)	56	NB	55.9	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
91(2-TFM)/95	Leetes Island (LD)	56	NB	56.5	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
92	*Radio Tower-Troop G Barracks				None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
93	*Radio Tower-Troop G Barracks				None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
*Need to contact State Police to access cameras									
<b>STRATFORD</b>									
96/15	Sikorsky Bridge	53	SB	37.1	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>MILFORD</b>									
97/15	Sikorsky Bridge	54	NB	37.7	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
98/15	Wheelers Farm Rd.	55	NB	38.1	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
99/796	Milford Connector		SB	0.85	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

**BID NO. : 07PSX0271**

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
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Page **6** OF **23**

BIDDER NAME:

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DESCRIPTION OF COMMODITY AND/OR SERVICES

### EXHIBIT B

UNIT  
OF  
MEASURE

UNIT PRICE

UNIT  
OF  
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<u>CAM.#/</u> <u>RTE.#</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u> <u>EXIT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
<b>NEW HAVEN</b>									
129/91	Trumbull St.	3	SB	0.9	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
130/91	East St.	5	NB	1.31	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
131/91	Mill River	4-6	SB	1.31	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
132/91	State St.	6	SB	1.72	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
133/91	Ferry St.	6	NB	1.96	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
134/91	Amtrak	6-8	NB	2.58	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
135/91	Rt. 80	8	NB	2.79	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
136/91	Culvert	8-9	NB	3.38	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>BRANFORD</b>									
137/95	Guide Rail (LD)	56-57	NB	56.9	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>GUILFORD</b>									
138(2-TFM)/95	Granite Rd. (LD)	56-57	SB	57.58	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
139(2-TFM)/95	Moose Hill Rd. (LD)	56-57	SB	58.4	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
140/95	Mile Mark 59 (LD)	56-57	SB	59.0	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
141(2-TFM)/95	Rt. 1 (LD)	57	SB	59.35	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
142(2-TFM)/95	Church St. (LD)	58	NB	60.25	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
143/95	Mile Mark 60.8 (LD)	58-59	SB	60.8	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
144/95	Goose La. (LD)	58-59	NB	61.28	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
145(2-TFM)/95	Goose La. (LD)	59	NB	61.5	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
146(2-TFM)/95	East River Rd. (LD)	59-61	NB	62.27	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>MADISON</b>									
147/95	Wildwood Ave. (LD)	59-61	NB	62.84	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
148(2-TFM)/95	Mungertown Rd. (LD)	60	SB	63.48	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
149/95	Copse Rd. (LD)	60-61	SB	64.23	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

**BID NO. : 07PSX0271**

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
Telephone Number

**PRICE SCHEDULE for Bid # -07PSX0271**

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Page **7** OF **23**

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### EXHIBIT B

<u>CAM.#/</u> <u>RTE.#</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u> <u>EXIT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
<b>MADISON (Cont.)</b>									
150(2-TFM)/95	Durham Rd. (LD)	61	NB	64.74	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
151/95	Anchorage Rd. (LD)	61-62	NB	65.2	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
152/95	Service Area (LD)	61-62	SB	65.88	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
153(2-TFM)/95	Hammonasset Conn (LD)	62	SB	66.44	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>CLINTON</b>									
154/95	Mile Mark 67 (LD)	62-63	NB	67.0	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
155(2-TFM)/95	Nod Rd. (LD)	62-63	NB	67.6	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
156(2-TFM)/95	Cow Hill Rd. (LD)	62-63	NB	68.21	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
157/95	High St. (LD)	63	NB	68.61	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
158/95	Liberty St. (LD)	63-64	SB	69.19	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
159(2-TFM)/95	Long Hill Rd.(LD)	63-64	NB	69.57	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
160/95	Mile Mark 70(LD)	63-64	NB	70.08	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
161(2-TFM)/95	Rt. 145 (LD)	64	SB	70.78	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>OLD SAYBROOK</b>									
186/95	Elm St(LD)	W of 67	NB	76.01	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
187/95	Rte 154 (LD)	67	SB	76.62	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
188/95	Rte 9 (LD)	69	SB	78.10	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>OLD LYME</b>									
189/95	Rte 156 On Ramp (LD)	70-69	SB	78.89	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
190/95	Rte 1 @ Lyme St (LD)	70	SB	80.04	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
191/95	Four Mile River Rd (LD)	71	NB	83.76	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>EAST LYME</b>									
192/95	Rte 161 (LD)	74	NB	87.35	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
193/95	Rte 1 (LD)	E of 75	NB	87.89	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271

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contract Specialist

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BIDDER NAME:

SSN OR FEIN #:

DESCRIPTION OF COMMODITY AND/OR SERVICES

### EXHIBIT B

UNIT  
OF  
MEASURE

UNIT PRICE

UNIT  
OF  
MEASURE

UNIT PRICE

<u>CAM.#/</u> <u>RTE.#</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u> <u>EXIT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
<b>WATERFORD</b>									
194/95	I-395 (LD)	76	NB	88.44	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
195/95	Oil Mill Road (LD)	80	SB	88.80	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
196/95	Rte 85 (LD)	82	SB	91.93	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
197/95	S.R. 623 @Vauxhall (LD)	83-82	SB	92.27	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>NEW LONDON</b>									
198/95	Briggs & Bayonet St (LD)	83-82	SB	93.15	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
199/95	Williams St Gold Star (LD)	83-85	NB	93.51	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>GROTON</b>									
200/95	Rte 184 (LD)	86	SB	95.08	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>STONINGTON</b>									
201/95	W of Rte 27 (LD)	W of 90	SB	101.23	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
202/95	E of Rte 27 (LD)	E of 90	SB	101.38	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>I-395</b>									
<b>MONTVILLE</b>									
185/395	Rest Area (LD)	79A - 79	SB	8.47	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
184/395	S. of Fitch Hill Rd (LD)	79A - 80	NB	9.79	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>NORWICH</b>									
183/395	Rte 82 NB Off Ramp (LD)	80	NB	10.85	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
182/395	Rte 82 SB Off Ramp (LD)	80	SB	11.31	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
181/395	Rte 2 EB Off Ramp (LD)	81E	SB	13.53	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
180/395	Rte 2 underpass (LD)	82-81E	SB	13.70	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
Telephone Number

**PRICE SCHEDULE for Bid # -07PSX0271**

IMPORTANT!  
RETURN ORIGINAL AND FIVE (5) COPIES

DELIVERY:

TERMS

CASH DISCOUNT:

%

Days

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Page **9** OF **23**

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UNIT PRICE

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MEASURE

UNIT PRICE

### Hartford Area Camera Site Locations

<u>CAM.#/ LOCATION</u> <u>RTE.#</u>	<u>BTN/ AT</u> <u>EXIT</u>	<u>NB/ SB</u>	<u>MILE POST</u>	<u>CLO-SURE</u>	<u>EQUIPMENT SERVICES</u>	<u>REG. HRS. REPAIR</u>	<u>OFF HRS. REPAIR</u>	<u>MAINT. &amp; PROTECT. TRAFFIC</u>
<b>I-84</b>								
<b>TOLLAND</b>								
184/84 Cider Mill Rd.	W of 68	WB	80.55	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>VERNON</b>								
1/84 Kelly Rd.	64	WB	72.88	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>MANCHESTER</b>								
2(1-TFM)/84 W of Rt.83 U.P.	64-63	WB	72.44	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
3(1-TFM)/84 Rt. 83 On Ramp	63	EB	71.81	None				
4(1-TFM)/84 At Rt. 30	63	WB	71.41	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
5(2-TFM)/84 Slater St.	W of 63	EB Median	70.77	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
6/84 Buckland & Slater	63-62&60	WB	70.31	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
7(2-TFM)/84 Buckland St.	62&60	WB	69.85	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
8(2-TFM)/84 Tolland Tkp	62-61	WB	69.33	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
9(2-TFM)/84 @ 291 to 84 EB	62	WB	68.57	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
10(2-TFM)/84 @ Rt. 6 & 44	62-61	WB	68.03	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>EAST HARTFORD</b>								
11(2-TFM)/84 @ Hockanum Bridge	61-60	WB	67.54	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
12(1-TFM)/84 384 WB @ 84WB 384 WB On Ramp	WB 67.21			Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
13(2-TFM)/84 Forbes St. OP	59-58	WB	66.18	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
14(1-TFM)/84 E. of Simmons Rd.	59-58	WB	65.74	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
15(1-TFM)/84 Clements Rd	E of 58	WB	65.19	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
16(1-TFM)/84 @ Roberts St.	58	EB	64.87	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
17(2-TFM)/84 Rt. 15 U.P.	58-57	EB	64.24	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____



# STATE OF CONNECTICUT

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<b>EXIT</b>									
<b>EAST HARTFORD (cont.)</b>									
18(1-TFM)/84	@ Rt. 15 SB	W of 57	WB	64.27	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
19(2-TFM)/84	Rt. 5 U.P.	57-56	EB	63.83	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
20(1-TFM)/84	Governor St. OP	56	WB	63.52	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
21(2-TFM)/84	Governor St. OP	56	EB	63.36	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
22(1-TFM)/84	Rt. 2 On-Ramp	55-54	WB	63.25	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
23(2-TFM)/84	@ E. Bulkeley Bridge	53	EB	62.83	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>HARTFORD</b>									
24/84	WB Tunnel Entrance	W of 52	WB	62.29	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
25/84	EB Tunnel Exit	W of 52	EB	62.29	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
26/84	WB Tunnel Exit	E of 50	WB	62.19	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
27/84	EB Tunnel Entrance	E of 50	EB	62.19	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
28(2-TFM)/84	High St. On-Ramp	49	WB	61.93	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
29(1-TFM)/84	S of Asylum Ave	UP 48	EB	61.56	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
30(1-TFM)/84	Sisson Ave. Ramp	46	WB	60.74	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
31(2-TFM)/84	W of Hamilton St	OP E of 45	EB	60.02	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>WEST HARTFORD</b>									
32(1-TFM)/84	W of Prospect Ave	OP 44	EB	59.29	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
33(1-TFM)/84	Btn Exit	44 On & Off	WB	59.15	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
34(1-TFM)/84	E of S Quaker La.	OP 44-43	WB	58.55	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
35(1-TFM)/84	Park Rd. On-Ramp	43-42	WB	58.01	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
36(1-TFM)/84	Mayflower St.	OP 41	EB	57.53	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
37(1-TFM)/84	E of Berkshire Rd.	UP 41-40	WB	56.65	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
38(2-TFM)/84	W of Ridgewood	UP 40-39A	EB	56.36	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____



# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

**BID NO. : 07PSX0271**

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
Telephone Number

**PRICE SCHEDULE for Bid # -07PSX0271**

IMPORTANT!

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DELIVERY:	
TERMS	CASH DISCOUNT: % Days

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Page **11** OF **23**

BIDDER NAME:
SSN OR FEIN #:

DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE	UNIT OF MEASURE	UNIT PRICE
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### EXHIBIT B

<u>CAM.#/</u> <u>RTE.#</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u> <u>EXIT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
<b>FARMINGTON</b>									
39/84	@ Rt.9 NB Ramp	39A	EB	55.48	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
40(2-TFM)/84	W of Rt.9 NB Ramp	39A-39	WB	54.7	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
41(1-TFM)/84	E of South Rd	OP 39-38	EB	54.51	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
42(1-TFM)/84	E of Exit 38	38	WB	54.28	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
43/84	S of Rt. 6	38-37	WB	53.76	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
44(1-TFM)/84	Fienemann Rd.	37	WB	53.25	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
45/84	S of Fienemann Rd.	W of 37	WB	52.64	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
46/84	@ N. Britain T. L.	37-36	WB	51.83	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>NEWINGTON</b>									
47/15	DOT Admin. Bldg.	2800 Berlin Tkp.		N/A	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>VERNON</b>									
48(1-TFM)/84	Rt. 30 Ramp	65	WB	73.85	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
49(1-TFM)/84	Exits 64/65	OP 64/65	WB	73.31	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>NEW BRITAIN</b>									
50(1-TFM)/84	Long Swamp Rd. (LD)	36-37	EB	51.41	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
51(1-TFM)/84	Long Swamp Rd. (LD)	37-36	WB	51.41	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
52/84	N. Mountain Rd. (LD)	36	EB	50.56	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
53(1-TFM)/84	N. Mountain Rd. (LD)	35	WB	50.56	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>PLAINVILLE</b>									
54(1-TFM)/84	Rte 72, 372 (LD)	35	EB	50.22	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
55(1-TFM)/84	Crooked St (LD)	33	WB	49.48	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
56/84	Rt.72 WB (LD)	33-32	WB	49.34	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
57(1-TFM)/84	Woodford Ave.	33-32	EB	49.22	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

**BID NO. : 07PSX0271**

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
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### PRICE SCHEDULE for Bid # -07PSX0271

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Page **12** OF **23**

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UNIT  
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UNIT PRICE

<u>CAM.#/ LOCATION</u>	<u>BTN/ NB/ MILE CLO- EQUIPMENT REG. HRS. OFF HRS. MAINT. &amp;</u>	<u>RTE.#</u>	<u>AT SB POST SURE SERVICES REPAIR REPAIR PROTECT.</u>	<u>EXIT TRAFFIC</u>
------------------------	---	--------------	--	---------------------

#### **SOUTHINGTON**

58(2-TFM)/84 @ Shuttle Meaw (LD) 33-32 EB 47.77 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
59(1-TFM)/84 E of Queen St.(LD) 33-32 EB 46.29 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
60(1-TFM)/84 @ Queen St.(LD) 32 WB 46.27 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
61(1-TFM)/84 E of Curtis St (LD) 32-31 EB 44.87 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
62(1-TFM)/84 E of Curtis St.(LD) 31-31 WB 44.87 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
63(1-TFM)/84 @ West St.(LD) 31 WB 44.34 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
64(2-TFM)/84 @ West Center St (LD) 31-30WB 43.30 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____

#### **WATERBURY**

127/84 @ Brass Mill (LD) 22-21 WB 33.21 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
128(2-TFM)/84 @ South Main (LD) 21-22 EB 32.86 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
129/84 @ Meadow (LD) 21-19WB 32.55 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
130(2 TFM)/84 E of Highland (LD) 20-18 WB 31.92 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
131(2-TFM)/84 @ Chase Pkwy (LD) 18-17 WB 31.28 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
132(2-TFM)/84 @ Rte 64 (LD) 17 WB 30.37 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____

#### **ROUTE 8**

#### **NAUGATUCK**

142(1-TFM)/8 N of N. Main (LD) 27 NB 25.77 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
143(1-TFM)/8 N of Waterby Rd (LD) 30-29 SB 27.51 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____

#### **WATERBURY**

144(1-TFM)/8 S of Nichols Dr (LD) 29-30 NB 28.20 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
145(2-TFM)/8 N of Nichols Dr (LD) 29-30 NB 28.66 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
146(2-TFM)/8 Washington Ave (LD) 30 SB 29.43 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____
147/8 Opp. Riverside (LD) 30-31 SB 29.77 None ea. \$ _____ hr. \$ _____ hr. \$ _____ ea. \$ _____

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<b>WATERBURY (cont.)</b>									
148(1-TFM)/8	Sunnyside (LD) 32-31		SB	30.13	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
149(2-TFM)/8	Freight St (LD) 33-32		SB	30.50	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
150(2-TFM)/8	West Main (LD) 34		SB	30.57	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
151(2-TFM)/8	Rte 73 (LD) 35		SB	31.30	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
152(2-TFM)/8	Huntingdon Ave (LD) 36		SB	32.47	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

**I-91**  
**WINDSOR**

65(2-TFM)/91	Rt. 20 Interchange 40		SB	48.03	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
66(2-TFM)/91	@ Kennedy Rd. OP 39		SB	47.41	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
67/91	S of Kennedy Rd. OP 39-38		SB	46.78	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
68(1-TFM)/91	Off Ramp A & B 38		SB	46.36	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
69(1-TFM)/91	Rt. 75 (Poquonock) 38 - 37		SB	45.95	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
70(1-TFM)/91	N of Pigeon Hill Rd. 38-37		SB	45.53	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
71(1-TFM)/91	S of Pigeon Hill Rd. 38-37		NB	45.09	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
72(2-TFM)/91	@ Rt 305 (Blmfld Av). 37		SB	44.48	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
73(2-TFM)/91	@ Rt 178 (Park Av.) 36		SB	43.53	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
74(2-TFM)/91	South of Rood Av 36-35		SB	42.95	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
75(2-TFM)/91	Rt 218 (Putnam Hwy) 35		SB	42.18	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
76(2-TFM)/91	I-91 SB & RT 218 Exit 2 I-291 EB		SB	42.16	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
77(1-TFM)/91	SB @ 291 ON RMP 35-34		SB	41.65	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
78(2-TFM)/91	@ Exit 34 Off Ramp 34		SB	41.18	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

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MEASURE

UNIT PRICE

<u>CAM.#/</u> <u>RTE.#</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u> <u>EXIT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
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#### HARTFORD

79(2-TFM)/91	N Of Jennings Rd		34-33 NB	40.48	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
80(2-TFM)/91	Jennings Rd Ovrpass 33		SB	39.86	None	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
81(2-TFM)/91	S Of Weston St Undrps		33-32A, B SB	38.79	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
82/91	To I-84 WB @ X 31 I-84 Exit 50		WB Off Ramp	38.54	None	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
83(2-TFM)/91	To I-84 WB @ X 31 I-84 Exit 50		WB Off Ramp	38.54	None	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
183/84/91	MAIN FIBER HUB SECURITY CCTV		WB Off Ramp	38.54	None	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
84(1-TFM)/91	Btwn Fndrs Brdge 32A		NB	38.37	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
85(1-TFM)/91	S Of Fndrs Brdge 29A-32A		NB	38.05	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
86(2-TFM)/91	Whitehead Conlen Hwy29A		SB	37.79	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
87 (2-TFM)/91	N. Of Reserv Rd 29 - 29A		NB	37.02	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
88(2-TFM)/91	@ Exit 29 Off Ramp 29		NB	36.52	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
89(1-TFM)/91	North Of Airport Rd 27		SB	36.32	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
90(2-TFM)/91	@ Rte 15 Underpass 28-26		SB	35.60	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.

#### WETHERSFIELD

91(2-TFM)/91	@ Wethersfield COVE 27-26		NB	34.86	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
92(2-TFM)/91	@ Marsh St (EXIT 26) 26		SB	34.20	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
93(1-TFM)/91	Rte 3 SB Off Ramp 25S		SB	33.72	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
94/91	Rte 3 NB @ I-91 SB 25N		EB	33.62	Ramp	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
95(2-TFM)/91	North of Elm Ext. 25-24		NB	33.05	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
96(2-TFM)/91	Middletown Ave. 25-24		NB Median 32.3	None		ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.

#### ROCKY HILL

97(2-TFM)/91	@Silas Dean Rte 99 24		NB Median 31.6	None		ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.
98(1-TFM)/91	@Orchard St 25-24		NB Median vic. 31.23	None		ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

**BID NO. : 07PSX0271**

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
Telephone Number

### PRICE SCHEDULE for Bid # -07PSX0271

IMPORTANT!  
RETURN ORIGINAL AND FIVE (5) COPIES

DELIVERY:

TERMS

CASH DISCOUNT:

% Days

Payment terms are net 45 days. Any deviation may result in bid rejection.  
Bid prices shall include all transportation charges FOB state agency.

BIDDER NAME:

SSN OR FEIN #:

Page 15 OF 23

DESCRIPTION OF COMMODITY AND/OR SERVICES

### EXHIBIT B

UNIT  
OF  
MEASURE

UNIT PRICE

UNIT  
OF  
MEASURE

UNIT PRICE

<u>CAM.#/</u> <u>RTE.#</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u> <u>EXIT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
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**ROCKY HILL (cont.)**

99(1-TFM)/91	S. of Orchard St	S of 24	SB	30.89	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
100/91	@ Gilbert Ave.	24-23	NB	30.47	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
101(1-TFM)/91	N. of Rte 160	24-23	NB	Median 30.1	None	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
102(1-TFM)/91	@Rte 160	24-23	SB	29.95	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
103/91	@West St (LD)	23	NB	29.4	None	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
104(1-TFM)/91	S. of West St Off R	S of 23	NB	29.03	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
105(1-TFM)/91	@ Rte 3	S of 23	SB	28.76	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
106(1-TFM)/91	S. of Rte 3	23-22	NB	28.29	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
107(1-TFM)/91	S of Rte 3	23-22S	SB	28.29	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____

**CROMWELL**

108(1-TFM)/91	@Rte 9 NB On Ramp	23-22	NB	27.75	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
109(1-TFM)/91	N of Rte 9 underpass	22 N	SB	27.36	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
110(2-TFM)/91	@ Rte 9 SB(LD)	22 S	NB	27.27	None	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
111(1-TFM)/91	@Evergreen Rd.	22-21	SB	26.55	Left Lane	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
112(1-TFM)/91	@Evergreen Rd.	22	NB	26.55	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____

**Rt. 2**

**EAST HARTFORD**

113(2-TFM)/2	W of East River Dr	E of 3	WB	0.36	Ramp	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
114(2-TFM)/2	@I-84 EB (LD)	E of 3	WB	0.63	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
115(2-TFM)/2	S of Pitkin	E of 3	EB	0.91	None	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
116(1-TFM)/2	@ Rte 15	4	EB	1.39	Shoulder	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____
117/517	@ Main & Willow	5	SB	N/A	None	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____	ea.	\$ _____

# STATE OF CONNECTICUT PROCUREMENT SERVICES

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Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
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**PRICE SCHEDULE for Bid # -07PSX0271**

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DELIVERY:

TERMS

CASH DISCOUNT:

%

Days

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Page 16 OF 23

BIDDER NAME:

SSN OR FEIN #:

DESCRIPTION OF COMMODITY AND/OR SERVICES

**EXHIBIT B**

UNIT  
OF  
MEASURE

UNIT PRICE

UNIT  
OF  
MEASURE

UNIT PRICE

<u>CAM.#/</u> <u>RTE.#</u>	<u>LOCATION</u>	<u>BTN/</u> <u>AT</u> <u>EXIT</u>	<u>NB/</u> <u>SB</u>	<u>MILE</u> <u>POST</u>	<u>CLO-</u> <u>SURE</u>	<u>EQUIPMENT</u> <u>SERVICES</u>	<u>REG. HRS.</u> <u>REPAIR</u>	<u>OFF HRS.</u> <u>REPAIR</u>	<u>MAINT. &amp;</u> <u>PROTECT.</u> <u>TRAFFIC</u>
<b>EAST HARTFORD (cont.)</b>									
118(1-TFM)/2	W of Willow	5	WB	1.88	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
119(1-TFM)/2	@ Ensign St	5-5A	EB	2.32	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
120(2-TFM)/2	@ High St	5A	EB	2.61	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
121(1-TFM)/2	E of Main St.	5A	WB	3.10	Ramp	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
122(1-TFM)/2	W of Maple St.	5C	EB	3.65	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
123(1-TFM)/2	W. of Rte 3	W of 5D	WB	3.80	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
<b>GLASTONBURY</b>									
124(2-TFM)/2	@ Rte 3	5D	EB	4.40	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

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### EXHIBIT B

UNIT  
OF  
MEASURE

UNIT PRICE

UNIT  
OF  
MEASURE

UNIT PRICE

## System Component # 2 – MAINTENANCE OF CHANGEABLE MESSAGE SIGNS (CMS)

<u>CMS#</u>	<u>TOWN</u>	<u>LOCATION</u>	<u>CLOSURE</u>	<u>EQUIPMENT SERVICES</u>	<u>REG. HRS. REPAIR</u>	<u>OFF HRS. REPAIR</u>	<u>MAINT. &amp; PROTECT. TRAFFIC</u>
-------------	-------------	-----------------	----------------	---------------------------	-------------------------	------------------------	--------------------------------------

(C) = Cantilever Mount,(B) = Bridge Mount,(P) = Pedestal Mount,(T) = Truss Mount

### I-95 CORRIDOR

25 (C)	New Haven	I-91 N/B North of Exit 2	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
45 (B)	Middletown	I-91 S/B North of Exit 19	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
46 (C)	North Haven	I-91 S/B @ Exit 12	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
47 (T)	North Haven	I-91 S/B South of Exit 9	Left & Center	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
48 (C)	New Haven	I-91 S/B North of Exit 3	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
50 (C)	N. Mamaroneck (NY)	I-95 N/B N. of Exit 18A	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
51 (C)	Greenwich	I-95 S/B South of Exit 3	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
52 (B)	Stamford	I-95 N/B South of Exit 9	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
53 (C)	Norwalk	I-95 N/B South of Exit 14	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
54 (C)	Westport	I-95 N/B South of Exit 19	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
55 (B)	Fairfield	I-95 N/B North of Exit 19	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
56 (T)	Fairfield	I-95 N/B @ Exit 25	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
57 (C)	Stratford	I-95 N/B North of Exit 31	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
58 (C)	Milford	I-95 N/B North of Exit 36	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
59 (C)	West Haven	I-95 N/B South of Exit 43	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
60 (C)	New Haven	I-95 N/B South of Exit 46	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
61 (C)	East Haven	I-95 N/B @ Exit 51	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
72 (C)	Guilford	I-95 S/B North of Exit 56	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
73 (C)	Branford	I-95 S/B South of Exit 53	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
74 (C)	New Haven	I-95 S/B South of Exit 51	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
75 (B)	Milford	I-95 S/B North of Exit 40	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
76 (C)	Milford	I-95 S/B North of Exit 36	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____



# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271

Celeste S. Cashman  
contract Specialist

((860) 713-5067)  
Telephone Number

### PRICE SCHEDULE for Bid # -07PSX0271

IMPORTANT!  
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DELIVERY:

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CASH DISCOUNT:

% Days

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BIDDER NAME:

SSN OR FEIN #:

Page 18 OF 23

DESCRIPTION OF COMMODITY AND/OR SERVICES

### EXHIBIT B

UNIT  
OF  
MEASURE

UNIT PRICE

UNIT  
OF  
MEASURE

UNIT PRICE

<u>CMS#</u>	<u>TOWN</u>	<u>LOCATION</u>	<u>CLOSURE</u>	<u>EQUIPMENT SERVICES</u>	<u>REG. HRS. REPAIR</u>	<u>OFF HRS. REPAIR</u>	<u>MAINT. &amp; PROTECT. TRAFFIC</u>
77 (C)	Stratford	I-95 S/B South of Exit 31	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
78 (C)	Fairfield	I-95 S/B South of Exit 21	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
79 (B)	Norwalk	I-95 S/B North of Exit 16	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
80 (B)	Darien	I-95 S/B South of Exit 13	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
81 (C)	Greenwich	I-95 S/B South of Exit 6	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
86 (C)	East Haven Rt.	1 W/B @ I-95 Overpass	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
87 (P)	Milford	Rt. 1 W/B @ I-95 Exit 39 S/B Ramp	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
88 (P)	Milford	Rt. 1 W/B @ SR 796 (Milford Conn.)	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
89 (P)	Milford	Rt. 1 W/B @ Lawman Street	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
90 (P)	Branford	Rt. 1 W/B @ Branford Connector	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
91 (P)	Milford	Rt. 1 E/B @ Gunn Street	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
97 (C)	Norwalk	Rt. 7 @ Rt. 1	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
98 (T)	Bridgeport	Rt. 8 N/B South of Exit 5	Left Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
99 (C)	Shelton	Rt. 8 S/B @ Exit 11	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
100 (C)	Bridgeport	Rt. 8 S/B North of Exit 3	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
108 (C)	Harrison, NY	Rt. 15 N/B South of Exit 26	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
109 (P)	Norwalk	Rt. 15 N/B North of Exit 38	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
110 (P)	Trumbull	Rt. 15 N/B North of Exit 48	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
111 (P)	Stratford	Rt. 15 North of Exit 52	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
117 (P)	Orange	Rt. 15 S/B South of Exit 56	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
118 (P)	Stratford	Rt. 15 S/B South of Exit 53	Right Lane	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
119 (P)	Westport	Rt. 15 S/B North of Exit 41	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
122 (B)	New Haven	Rt. 34 E/B @ Church Street Overpass	N/A	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
125 (B)	New Haven	Rt. 80 W/B @ I-95 Exit 8 Ramps	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

(C) = Cantilever Mount, (B) = Bridge Mount, (P) = Pedestal Mount, (T) = Truss Mount



# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271

Celeste S. Cashman  
contract Specialist

((860) 713-5067)  
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Page 19 OF 23

DESCRIPTION OF COMMODITY AND/OR SERVICES

### EXHIBIT B

UNIT  
OF  
MEASURE

UNIT PRICE

UNIT  
OF  
MEASURE

UNIT PRICE

<u>CMS#</u>	<u>TOWN</u>	<u>LOCATION</u>	<u>CLOSURE</u>	<u>EQUIPMENT SERVICES</u>	<u>REG. HRS. REPAIR</u>	<u>OFF HRS. REPAIR</u>	<u>MAINT. &amp; PROTECT. TRAFFIC</u>
126 (B)	Milford	SR 796 (Milford Connector) N/B	Left Lane	ea.	\$ _____	hr.	\$ _____
127 (C)	Milford	SR 796 (Milford Connector) S/B	Right Lane	ea.	\$ _____	hr.	\$ _____
N/A	Greenwich	I-95 N/B Exit 2 (Manual Sign)	Right Lane	ea.	\$ _____	hr.	\$ _____

(C) = Cantilever Mount,(B) = Bridge Mount,(P) = Pedestal Mount,(T) = Truss Mount

### HARTFORD AREA AND OTHER LOCATIONS

5 (B)	Southington	I-84 E/B East of Exit 32	Shoulder	ea.	\$ _____	hr.	\$ _____
6 (B)	New Britain	I-84 E/B @ Exit 36	Shoulder	ea.	\$ _____	hr.	\$ _____
7 (T)	Farmington	I-84 E/B West of Exit 39A	Right Lane	ea.	\$ _____	hr.	\$ _____
8 (B)	West Hartford	I-84 E/B @ Exit 44	Right & Center Lanes	ea.	\$ _____	hr.	\$ _____
9 (T)	Hartford	I-84 E/B West of Exit 48	Right Lane	ea.	\$ _____	hr.	\$ _____
10 (B)	Hartford	I-84 E/B West of Tunnel	Exit 50 EB Ramp	ea.	\$ _____	hr.	\$ _____
11 (T)	East Hartford	I-84 E/B West of Exit 58	Left & Center Lanes	ea.	\$ _____	hr.	\$ _____
13 (C)	Tolland	I-84 E/B West of Exit 68	Right Lane	ea.	\$ _____	hr.	\$ _____
16 (C)	Vernon	I-84 W/B @ Exit 66	Right Lane	ea.	\$ _____	hr.	\$ _____
17 (T)	Manchester	I-84 W/B West of Exits 60-62	Center & Right Lanes	ea.	\$ _____	hr.	\$ _____
18 (T)	East Hartford	I-84 W/B @ Exit 58	Right 3 Lanes	ea.	\$ _____	hr.	\$ _____
19 (C)	East Hartford	I-84 W/B West of Exit 56	Right Lane	ea.	\$ _____	hr.	\$ _____
20 (C)	West Hartford	I-84 W/B East of Exit 40	Center & Right Lanes	ea.	\$ _____	hr.	\$ _____
28 (B)	Wallingford	I-91 N/B South of Exit 15	Right Lane	ea.	\$ _____	hr.	\$ _____
30 (B)	Middletown	I-91 N/B North of Exit 20	Right Lane	ea.	\$ _____	hr.	\$ _____
31 (B)	Rocky Hill	I-91 N/B North of Exit 23	Left Lane	ea.	\$ _____	hr.	\$ _____
32 (T)	Wethersfield	I-91 N/B North of Exits 25-26	Right Lane	ea.	\$ _____	hr.	\$ _____
33 (T)	Hartford	I-91 N/B South of Exit 27	Right 2 Lanes	ea.	\$ _____	hr.	\$ _____
34 (T)	Windsor	I-91 N/B South of Exit 34	Right Lane	ea.	\$ _____	hr.	\$ _____
35 (B)	Windsor	I-91 N/B North of Exit 37	Right Lane	ea.	\$ _____	hr.	\$ _____

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Page    20        OF    23

BIDDER NAME:
SSN OR FEIN #:

DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE	UNIT OF MEASURE	UNIT PRICE
<b>EXHIBIT B</b>				

CMS#	TOWN	LOCATION	CLOSURE	EQUIPMENT SERVICES	REG. HRS. REPAIR	OFF HRS. REPAIR	MAINT. & PROTECT. TRAFFIC
<small>(C) = Cantilever Mount,(B) = Bridge Mount,(P) = Pedestal Mount,(T) = Truss Mount</small>							
36 (C)	Enfield	I-91 N/B South of Exit 47	Right Lane	ea.	\$ _____	hr.	\$ _____
37 (C)	Enfield	I-91 S/B North of Exit 48	Right Lane	ea.	\$ _____	hr.	\$ _____
38 (B)	Enfield	I-91 S/B North of Exit 45	Shoulder	ea.	\$ _____	hr.	\$ _____
39 (B)	Windsor	I-91 S/B North of Exit 37	Shoulder	ea.	\$ _____	hr.	\$ _____
40 (T)	Windsor	I-91 S/B North of Exit 34	Left and HOV Lanes	ea.	\$ _____	hr.	\$ _____
41 (T)	Hartford	I-91 S/B North of Exit 32	Right 2 Lanes	ea.	\$ _____	hr.	\$ _____
42 (C)	Hartford	I-91 S/B North of Exit 27	Shoulder	ea.	\$ _____	hr.	\$ _____
43 (C)	Wethersfield	I-91 S/B North of Exit 25	Right Lane	ea.	\$ _____	hr.	\$ _____
44 (C)	Rocky Hill	I-91 S/B North of Exit 22N	Right Lane	ea.	\$ _____	hr.	\$ _____
65 (C)	Old Saybrook	I-95 N/B South of Exit 69	Shoulder	ea.	\$ _____	hr.	\$ _____
67 (C)	New London	I-95 N/B North of Exit 83	Left Lane	ea.	\$ _____	hr.	\$ _____
70 (C)	Groton	I-95 S/B @ Exit 85	Shoulder	ea.	\$ _____	hr.	\$ _____
71 (B)	East Lyme	I-95 S/B North of Exit 71	Shoulder	ea.	\$ _____	hr.	\$ _____
85 (B)	Manchester	384 W/B West of Exit 2	Left Lane	ea.	\$ _____	hr.	\$ _____
93 (B)	Glastonbury	Rt. 2 W/B West of Exit 8	Left Lane	ea.	\$ _____	hr.	\$ _____
94 (T)	Glastonbury	Rt. 2 W/B East of Rt. 17	Left and Center Lanesea.	\$ _____	hr.	\$ _____	ea. \$ _____
95 (T)	East Hartford	Rt. 2 W/B West of Exit 4	Shoulder	ea.	\$ _____	hr.	\$ _____
96 (P)	South Windsor	Rt. 5 S/B @ Chapel Rd.	None	ea.	\$ _____	hr.	\$ _____
103 (C)	Old Saybrook	Rt. 9 S/B North of Exit 1	Shoulder	ea.	\$ _____	hr.	\$ _____
104 (C)	Middletown	Rt. 9 N/B South of Exit 12	Right Lane	ea.	\$ _____	hr.	\$ _____
105 (C)	Newington	Rt. 9 N/B Vic. Ella Grasso Tkp.	Right Lane	ea.	\$ _____	hr.	\$ _____
113 (C)	Wethersfield	Rt. 15 South of Exit 85	Right Lane	ea.	\$ _____	hr.	\$ _____
114 (C)	Hartford	Rt. 15 N/B North of Exit 89	Right Lane	ea.	\$ _____	hr.	\$ _____
116 (C)	East Hartford	Rt. 15 S/B South of Exit 90	Shoulder	ea.	\$ _____	hr.	\$ _____
121 (C)	Windsor	Rt. 20E Windsor Hamilton Rd.	Right Lane	ea.	\$ _____	hr.	\$ _____

# STATE OF CONNECTICUT PROCUREMENT SERVICES

BID NO.: 07PSX0271

Celeste S. Cashman  
Contract Specialist

**((860) 713-5067)**  
Telephone Number

<p><b>PRICE SCHEDULE for Bid # -07PSX0271</b></p> <p><u>IMPORTANT!</u></p> <p>RETURN ORIGINAL AND FIVE (5) COPIES</p>	<p>DELIVERY:</p>				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">TERMS</td> <td style="width: 50%;">CASH DISCOUNT:</td> </tr> <tr> <td></td> <td style="text-align: right;">%                      Days</td> </tr> </table>	TERMS	CASH DISCOUNT:		%                      Days
TERMS	CASH DISCOUNT:				
	%                      Days				

<p>Payment terms are net <b>45</b> days. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB state agency.</p> <p>Page    21    OF    23</p>	<p>BIDDER NAME:</p> <hr/> <p>SSN OR FEIN #:</p>
---	---

DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE	UNIT OF MEASURE	UNIT PRICE
<b><u>EXHIBIT B</u></b>				

**EQUIPMENT SERVICES**

**REG. HRS. REPAIR**

**OFF HRS. REPAIR**

**MAINT. & PROTECT. TRAFFIC**

**Portable Changeable Message Signs (PCMS):**

<u>Sign #</u>	<u>Assigned Garage</u>						
45-3299	Glastonbury	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3300	Farmington	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3302	Windsor	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3303	Vernon	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3304	Groton	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3305	Putnam	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3306	Old Saybrook	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3307	Milford	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3308	Darien	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3309	North Haven	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3310	Trumbull	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3311	New Haven	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3312	Waterbury	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3313	Torrington	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-3314	Danbury	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____
45-xxxx	to be determined	ea.	\$ _____	hr.	\$ _____	hr.	\$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271

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<b>PRICE SCHEDULE for Bid # -07PSX0271</b>  <u>IMPORTANT!</u> RETURN ORIGINAL AND FIVE (5) COPIES	DELIVERY:	
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Page <b>22</b> OF <b>23</b>	SSN OR FEIN #:	

DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE	UNIT OF MEASURE	UNIT PRICE
<b><u>EXHIBIT B</u></b>				

### System Component # 3 – MAINTENANCE OF FLASHING BEACON ADVISORY SIGNS (FBAS):

FBAS#	TOWN	LOCATION	CLOSURE	EQUIPMENT OPERATIONS	REG. HRS. REPAIR	OFF HRS. REPAIR	MAINT. & PROTECT. TRAFFIC
<b><u>I-95 CORRIDOR</u></b>							
1-1	Stamford	I-95 S/B North of Exit 10	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
1-2	Greenwich	I-9 N/B South of Exit 6	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
3-1	Fairfield	I-95 N/B @ Exit 19	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
3-2	Stratford	I-95 S/B South of Exit 33	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
3-3	Bridgeport	Rt. 8 S/B South of Exit 5	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
4-1	New Haven	Rt. 34 E/B West of Church St.	OP Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
4-2	New Haven	I-95 S/B @ Exit 46	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
4-3	Orange	I-95 N/B North of Exit 41	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
6-1	Trumbull	Rt. 8 N/B South of Exit 8	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
6-2	Trumbull	Rt. 8 S/B South of Exit 11	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
6-3	Trumbull	Rt. 15 N/B South of Exit 48	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
6-4	Orange	Rt. 15 S/B South of Exit 56	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
10-1	Branford	I-95 N/B South of Exit 53	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
10-2	Guilford	I-95 S/B South of Exit 58	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
11-1	Madison	I-95 N/B North of Exit 59	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
11-2	Clinton	I-95 S/B @ Exit 63	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
12-1	New Haven	I-91 N/B @ Exit 8	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
12-2	North Haven	I-91 S/B @ Exit 12	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
17-1	Old Saybrook	Rt. 9 S/B North of Exit 3	None	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
17-2	Old Saybrook	I-95 N/B North of Exit 65	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
17-3	Old Lyme	I-95 S/B South of Exit 71	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
18-1	East Lyme	I-95 N/B North of Exit 72	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
18-2	Montville	I-395 North of Exit 79	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____
18-3	Groton	I-95 S/B South of Exit 89	Shoulder	ea. \$ _____	hr. \$ _____	hr. \$ _____	ea. \$ _____

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

BID NO.: 07PSX0271

Celeste S. Cashman  
contract Specialist

**((860) 713-5067)**  
Telephone Number

**PRICE SCHEDULE for Bid # -07PSX0271**

**IMPORTANT!**

**RETURN ORIGINAL AND FIVE (5) COPIES**

DELIVERY:	
TERMS	CASH DISCOUNT: % Days

Payment terms are net **45** days. Any deviation may result in bid rejection.  
Bid prices shall include all transportation charges FOB state agency.

Page 23 OF 23

BIDDER NAME:
SSN OR FEIN #:

DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	UNIT PRICE	UNIT OF MEASURE	UNIT PRICE
<b>EXHIBIT B</b>				

FBAS#	TOWN	LOCATION	CLOSURE	EQUIPMENT SERVICES	REG. HRS. REPAIR	OFF HRS. REPAIR	MAINT. & PROTECT. TRAFFIC
<b>HARTFORD AREA AND OTHER LOCATIONS</b>							
5-1	Vernon	I-84 W/B @ Exit 65	Shoulder	ea.	\$ _____	hr.	\$ _____
5-2	East Hartford	I-84 W/B East of I-384 OP	None	ea.	\$ _____	hr.	\$ _____
5-3	Manchester	I-384 W/B West of E. Hartford T.L.	Shoulder	ea.	\$ _____	hr.	\$ _____
5-4	East Hartford	Rt. 2 W/B North of Exit 5	Shoulder	ea.	\$ _____	hr.	\$ _____
5-5	Glastonbury	Rt. 2 W/B @ Exit 10	Shoulder	ea.	\$ _____	hr.	\$ _____
5-6	East Hartford	I-84 E/B @ Roberts St. Off-Ramp	Shoulder	ea.	\$ _____	hr.	\$ _____
5-7	Windsor	I-91 S/B @ Exit 38	None	ea.	\$ _____	hr.	\$ _____
5-8	Wethersfield	I-91 N/B @ Exit 25	None	ea.	\$ _____	hr.	\$ _____
5-9	Farmington	I-84 E/B @ Exit 40	Shoulder	ea.	\$ _____	hr.	\$ _____
7-1	Rocky Hill	I-91 S/B North of Exit 23	Shoulder	ea.	\$ _____	hr.	\$ _____
7-2	Berlin	Rt.9 N/B South of Exit 21	Shoulder	ea.	\$ _____	hr.	\$ _____
7-3	Berlin	Rt. 9 S/B South of Exit 21	Shoulder	ea.	\$ _____	hr.	\$ _____
7-4	Cromwell	Rt.9 N/B @ Exit 19	Shoulder	ea.	\$ _____	hr.	\$ _____
7-5	Cromwell	I-91 N/B South of Exit 21	Shoulder	ea.	\$ _____	hr.	\$ _____
16-1	Watertown	Rt.8 S/B @ Exit 36	None	ea.	\$ _____	hr.	\$ _____
16-2	Plainville	I-84 W/B East of Exit 31	None	ea.	\$ _____	hr.	\$ _____
16-3	Naugatuck	Rt.8 N/B @ Exit 25	Shoulder	ea.	\$ _____	hr.	\$ _____
16-4	Middlebury	I-84 E/B East of Exit 16	Shoulder	ea.	\$ _____	hr.	\$ _____

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

BID NO.:

07PSX0271

**Celeste Cashman**  
Contract Specialist  
(860)713-5067  
Telephone Number

## Vendor Authorization Guidelines- Page 1 of 2

**All contracts must include appropriate vendor documentation that does the following three things:**

- A. Authorizes the vendor to enter into contracts,
- B. Authorizes a particular officer to execute contracts on behalf of the vendor and
- C. Evidences that the officer signing in fact holds his/her office.

**CORPORATIONS** - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

- 1) In lieu of the secretary's certificate, the vendors must submit:
  - a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
  - b) a current certification that the officer signing the assignment agreement in fact holds that office.
- 2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the officer's ability to bind the company

to enter into a contract.

**LIMITED LIABILITY COMPANIES (LLC'S)** – LLC's that do not have boards of directors, must submit the following:

- 1) a document indicating unanimous consent from all members or managers or
- 2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the signing party's ability to bind the company

to enter into a contract.

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

BID NO.:

07PSX0271

**Celeste Cashman**  
Contract Specialist  
(860)713-5067  
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## **Vendor Authorization Guidelines- Page 2 of 2**

**PARTNERSHIPS** – Partnerships, like LLC’s, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation’s resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC’s management or operations agreement.

**SOLE PROPRIETORS** - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

- 1) that the company holds Sole Proprietor status,
- 2) the name(s) of those authorized to execute contracts on behalf of the company and
- 3) the signature of Sole Proprietor.

**NOTE:** You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website [www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp). Scroll down until you see the heading “**Vendor**” on the far right side of the screen. Then click on “**Vendor Authorization Guidelines and Samples**”.