

NEW HAVEN RAIL YARD FACILITIES IMPROVEMENTS
NEW HAVEN, CONNECTICUT

EAST END CONNECTION

100% SUBMITTAL

SPECIFICATIONS

(GENERAL CONDITIONS - VOLUME 1)

OCTOBER 2017

STATE PROJECT NO. 0301-0182

Prepared For:



Connecticut Department of Transportation
2800 Berlin Turnpike
Newington, Connecticut 06131-7546

Submitted by:



WSP USA
500 Winding Brook Drive
Glastonbury, Connecticut 06033

VOLUME 1

TABLE OF CONTENTS – GENERAL CONDITIONS

CONTRACT TIME AND LIQUIDATED DAMAGES

NOTICE TO CONTRACTOR – PRE-BID SITE VISIT***

NOTICE TO CONTRACTOR – PRE-BID QUESTIONS AND ANSWERS

NOTICE TO CONTRACTOR – STANDARD SPECIFICATIONS

NOTICE TO CONTRACTOR – GENERAL REQUIREMENTS AND COVENANTS OF THE
CONTRACT

NOTICE TO CONTRACTOR – MEASUREMENT AND PAYMENT

NOTICE TO CONTRACTOR – FORM 817 REFERENCES ON STANDARD DRAWINGS

NOTICE TO CONTRACTOR – POTENTIAL FOR ASBESTOS CONTAINING MATERIALS*

NOTICE TO CONTRACTOR – OFF-SITE STAGING AND STORAGE

NOTICE TO CONTRACTOR – COLD WEATHER CONCRETE ACTIVITIES

NOTICE TO CONTRACTOR – PROJECT DESCRIPTION

NOTICE TO CONTRACTOR – PROJECT COORDINATION

NOTICE TO CONTRACTOR – LIMITATION OF CONTRACTOR OPERATIONS

NOTICE TO CONTRACTOR – ARCHAEOLOGICAL MONITORING

NOTICE TO CONTRACTOR – ENGINEER OCCUPANCY

NOTICE TO CONTRACTOR – LOCATING TRAILERS ON THE PROJECT SITE

NOTICE TO CONTRACTOR – EARLY SUBMITTALS

NOTICE TO CONTRACTOR – SUBMITTALS

NOTICE TO CONTRACTOR – METRO-NORTH RAILROAD SUBMITTALS

NOTICE TO CONTRACTOR – PRE-INSTALLATION MEETINGS

NOTICE TO CONTRACTOR – CLOSEOUT DOCUMENTS

NOTICE TO CONTRACTOR – WARRANTIES

NOTICE TO CONTRACTOR – SAFETY & SECURITY PLAN

NOTICE TO CONTRACTOR – SITE SECURITY AND ACCESS

NOTICE TO CONTRACTOR – UNDERGROUND UTILITIES

NOTICE TO CONTRACTOR – UTILITIES

NOTICE TO CONTRACTOR – WORK ON RAILROAD PROPERTY

NOTICE TO CONTRACTOR – SECURITY PERIMETER FENCING

NOTICE TO CONTRACTOR – ROADWAY ACCESS WITHIN NEW HAVEN RAIL YARD

NOTICE TO CONTRACTOR – SPECIAL ELECTRICAL CATENARY WORK

NOTICE TO CONTRACTOR – METRO-NORTH RAILROAD FORCE ACCOUNT WORK AND
COORDINATION

NOTICE TO CONTRACTOR – ELECTRIC POWER AND TEMPORARY ILLUMINATION

NOTICE TO CONTRACTOR - PROTECTION OF EXISTING UTILITIES

NOTICE TO CONTRACTOR - USE OF STATE PROPERTY

NOTICE TO CONTRACTOR - FLOOD CONTINGENCY PLAN

NOTICE TO CONTRACTOR – BUY AMERICA

NOTICE TO CONTRACTOR – DOCUMENT CONTROL**

NOTICE TO CONTRACTOR - CONTRACT DURATION

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

NOTICE TO CONTRACTOR - RAILROAD SPECIFICATIONS

NOTICE TO CONTRACTOR - UTILITY SPECIFICATIONS

NOTICE TO CONTRACTOR - GENERAL PERMIT FOR STORMWATER DISCHARGE

NOTICE TO CONTRACTOR - ENVIRONMENTAL INVESTIGATIONS*

NOTICE TO CONTRACTOR - HAZARDOUS MATERIALS*

SECTION 1.20 – GENERAL CLAUSES FOR FACILITIES CONSTRUCTION

SECTION 1.20-1.03 – AWARD AND EXECUTION OF CONTRACT

SECTION 1.20-1.05 – CONTROL OF THE WORK FOR FACILITIES CONSTRUCTION

SECTION 1.20-1.06 – CONTROL OF MATERIALS FOR FACILITIES CONSTRUCTION

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

SECTION 1.20-1.07 – LEGAL RELATIONS AND RESPONSIBILITIES

SECTION 1.20-1.08 – PROSECUTION AND PROGRESS FOR FACILITIES CONSTRUCTION

SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES***

- * TO BE PROVIDED BY ENVIRONMENTAL CONSULTANT PRIOR TO BID DOCUMENTS
- ** TO BE UPDATED BY PROGRAM MANAGER PRIOR TO BID DOCUMENTS
- *** TO BE COMPLETED BY CTDOT PRIOR TO BID DOCUMENTS

DATE OCTOBER 2017

STATE PROJECT NO. 0301-0182

NEW HAVEN RAIL YARD FACILITIES IMPROVEMENTS
EAST END CONNECTION

City of New Haven

The State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817, 2016, as revised by the Supplemental Specifications dated July 2017 (otherwise referred to collectively as "CTDOT Form 817") is hereby made part of this contract, as modified by the Special Provisions contained herein. Form 817 is available at the following DOT website link <http://www.ct.gov/dot/cwp/view.asp?a=3609&q=430362>. The current edition of the State of Connecticut Department of Transportation's "Construction Contract Bidding and Award Manual" ("Manual"), is hereby made part of this contract. If the provisions of this Manual conflict with provisions of other Department documents (not including statutes or regulations), the provisions of the Manual will govern. The Manual is available at the following DOT website link <http://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258>. The Special Provisions relate in particular to the New Haven Rail Yard Facilities Improvements – East End Connection in the City of New Haven.

CONTRACT TIME AND LIQUIDATED DAMAGES

One Thousand and Eleven (1011) calendar days will be allowed for completion of the work on this Contract and the liquidated damages charge to apply will be Five Thousand Nine Hundred and Fifty Dollars (\$5,950.00) per calendar day.

NOTICE TO CONTRACTOR – PRE-BID SITE VISIT

A Pre-Bid Site Visit will be held on XXX at XXX. Prospective bidders shall meet at the 4 Brewery Street guard booth entrance to the New Haven Rail Yard. Prospective bidders will be escorted through the yard to the project site.

Work for this Project involves areas that are part of the railroad right-of-way and access to the area is restricted. Therefore, all bidders are strongly encouraged to attend this Pre-Bid Site Visit. **There will be no other opportunity afforded to bidders to inspect the Project site.**

The Pre-Bid Site Visit will include a review of the project site, of the limitations of operations, and of the necessary compliance with Metro-North Railroad requirements for the Project.

All attendees must bring hard hats, safety vests, safety glasses, and safety shoes to the site visit. No one will be allowed on the site visit without wearing this safety gear.

Those planning to attend must contact Mr. Philip J. Melchionne, Contract Section, prior to the Pre-Bid Site Visit, at 860-594-3129 between 8:30 A.M. and 4:00 P.M. for confirmation. You must provide your name, name of firm, phone number, and number of attendees.

Bidders are advised that no questions will be entertained at the site visit. All questions generated, as a result of the site visit must be submitted no later than 4:00 P.M., XXXXX. Questions shall be E-mailed to the attention of the Manager of Contracts at DOTContracts@ct.gov, faxed questions will no longer be accepted.

NOTICE TO CONTRACTOR - PRE-BID QUESTIONS AND ANSWERS

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

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

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

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

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

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

NOTICE TO CONTRACTOR – STANDARD SPECIFICATIONS

Whenever and wherever "CTDOT Form 817," "Form 817," "Standard Specifications" are referenced herein, this shall mean and refer to "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, Facilities and Incidental Construction, Form 817", including the Supplemental Specifications.

NOTICE TO CONTRACTOR – GENERAL REQUIREMENTS AND COVENANTS OF THE CONTRACT

Division I of the Standard Specifications including the Division I Supplemental Specifications, shall collectively be known as the “General Requirements and Covenants of the Contract.”

The Contractor is hereby advised of the potential for conflicts between provisions contained within Section 1.20 of the Standard Specifications with other Division I Sections of the Standard Specifications. Where the aforementioned conflicts occur, Section 1.20 shall at all times govern.

NOTICE TO CONTRACTOR – MEASUREMENT AND PAYMENT

This Project is being bid with both lump sum and unit price items. These separate items will be measured for payment on a unit price or lump sum basis (whichever is applicable) for which a separate bid price is required, at the quantities as indicated in the Bid Proposal Form. Each item to be measured is more specifically described in a corresponding Standard Specification related to that item, or a special provision, as applicable.

Standard Specification Items are referenced by their standard item numbers. Refer to the applicable article of the Standard Specifications for the requirements for this item. Special Provisions included in this Contract are referenced by their item number followed by an "A" suffix. Refer to the Special Provisions contained within this Contract for requirements for this item.

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

**NOTICE TO CONTRACTOR – FORM 817 REFERENCES ON
STANDARD DRAWINGS**

The Contract includes standard Connecticut Department of Transportation drawings with material and pay limit references to the Standard Specifications.

Pay limits for unit price and lump sum items shall be in accordance with “Method of Measurement”, and “Basis of Payment” of the appropriate special provision section.

NOTICE TO CONTRACTOR – OFF-SITE STAGING AND STORAGE

Work under this item shall conform to the requirements of Section 1.20-1.06.03 amended as follows:

General:

Delete Section 1.20-1.06.03 paragraph 4 and replace it with the following:

The Contractor is hereby advised that due to the restrictive Project Limits and the need to maintain the maximum number of parking spaces for Metro-North Railroad and CTDOT Employees, and other operational constraints identified in the Contract, off-site staging and storage of materials and equipment will be required. Arrangement for off-site staging and storage of materials and equipment shall be the responsibility of the Contractor. The Contractor shall restrict its operations, including the need for parking for its employees, subcontractors, and the Engineer to the Project Limits depicted on the Contract plans. Payment for off-site staging and storage of materials and equipment shall be in accordance with Article 1.20-1.09.06. The Contractor shall bid the Project accordingly.

**NOTICE TO CONTRACTOR – COLD WEATHER CONCRETE
ACTIVITIES**

The Contractor is hereby advised of the potential need for cold weather concrete activities. The Contractor shall strictly adhere to all required cold weather concrete procedures as specified within the Contract and conduct its activities accordingly. The Contractor shall bid the Project accordingly.

NOTICE TO CONTRACTOR – PROJECT DESCRIPTION

The following describes, in general terms, work to be performed by the Contractor. It is not a comprehensive description of the Contract scope.

The Project consists of the following primary elements consisting of Civil, Utility, Track, Site Communications, Catenary, and Traction Power improvements:

- A. Provide an electrified east end track connection of the CCO to Track 38 to double end the CCO Shop.
- B. Demolition of existing Long Wharf Street guard booth and associated appurtenances.
- C. New overhead contact system for Tracks 17, 18, and 19.
- D. Relocation of existing propane gas tanks.
- E. Renewal of overhead catenary wire along a portion of Track 38 thru the Coal Bridge.
- F. Removal of Tracks 1E, 2E, and 3E to the limits on the Contract Drawings effectively single ending the existing EMU Shop.
- G. A new electrified track connection between the M-8 Facility to the west end of the CCO Shop.
- H. Construction of a designated walkway connecting pedestrian traffic from the west end of the CCO to Union Station Platform D.
- I. Associated miscellaneous civil & utility improvements and temporary track crossings to support this project and future NHRY program projects.

All the above are elements within the New Haven Rail Yard in New Haven Connecticut as shown and described in the Contract.

The Contractor must coordinate with MNR for outages to progress work. Short term and long term track impacts will be required for completion of the work and shall be arranged as required in NOTICE TO CONTRACTOR – PROJECT COORDINATION.

NOTICE TO CONTRACTOR - PROJECT COORDINATION

1.01 DESCRIPTION

- A. This Section identifies project coordination requirements relative to performance of the Work.
- B. The Contractor shall coordinate all required track closures with Metro-North Railroad.
 - 1 When closure of track 38 is required additional coordination is required with Kawasaki (M-8 yard Contractors), AMTRAK, and Hartford Line service provider.
- C. The Contractor shall coordinate construction activities within Long Wharf Street with the city of New Haven.
- D. The Contractor shall coordinate construction activities Metro-North Railroad department associated with the work. This includes but not limited to Power Department, Catenary Department, Track Department, Structures Department, Signals Department, and Security Department.
- E. Except as specifically allowed by the Contract, Metro-North operations, including yard operations of trains, track systems, power distribution, communications and other systems, will remain active without interruption for the duration of this Contract.

1.02 PROJECT SCHEDULE

- A. The Contractor shall include in its Project Schedule activities work within Long Wharf Street for no longer than ten (10) weeks.
- B. The Contractor shall structure its project CPM schedule to clearly identify the activities leading up to the temporary, long term, or permanent closure of tracks and power outages. All closures of any tracks and power outages must be specifically identified so that MNR, Kawasaki, Amtrak, and Hartford Line service provider can plan accordingly.
- C. The Contractor shall coordinate their schedule with work on other department projects as directed by the Engineer. Work shall also be staged to coordinate with other Department projects as directed by the Engineer.
- D. The Contractor shall account for seasonal weather impacts and coordinate activities such as the propane gas work accordingly.

NOTICE TO CONTRACTOR – LIMITATION OF CONTRACTOR OPERATIONS

1. In order to maintain the maximum number of parking spaces available to Railroad employees, the Contractor shall restrict its operations solely to the areas where construction activities included in this Project are shown on the Contract Plans. The Contractor shall not use New Haven Rail Yard (NHRY) parking spaces outside of these areas for storage of equipment or materials or for the parking of the Contractor's or Subcontractor's vehicles. If parking for the Contractor's needs is not available within said area, the Contractor shall be responsible for arranging off-site parking and the shuttling of employees to and from the work area.

The Contractor is advised that other Contractors may be working within the New Haven Rail Yard adjacent to and concurrent with this project. The Contractor must share access and work areas with other such Contractors.

See NOTICE TO CONTRACTOR - LOCATING TRAILERS ON THE PROJECT SITE for restrictions on locating Contractor construction trailers.

See NOTICE TO CONTRACTOR – SITE SECURITY AND ACCESS for restrictions on accessing the NHRY.

2. There shall be no pile driving during any scheduled performances at Long Wharf Theatre, 222 Sargent Drive, New Haven, CT. The theatre's year-round schedule of performances shall consist of night shows five days per week starting at 7:00 pm and lasting for two hours, plus an average of two matinee shows per week starting at 2:00 pm and lasting for two hours.
3. The Contractor must conduct dewatering activities as described in the Specifications.

The Contractor shall bid the Project accordingly.

NOTICE TO CONTRACTOR – ARCHAEOLOGICAL MONITORING

The Contractor is advised that a portion of the project area has been identified by the Federal Railroad Administration and the Federal Transit Administration in consultation with SHPO as having archaeological sites connected with the Long Wharf pier structure and a roundhouse from a former railroad. Any excavation greater than one foot below grade for work on Long Wharf Street must be monitored for archaeological impacts. A minimum of two weeks advanced notice to the Engineer of excavation greater than one foot below grade must be provided in order to schedule the Archaeologist to monitor the excavation.

Fitzgerald & Halliday, Inc.
416 Asylum Street
Hartford, CT 06103
860-247-7200

The Contractor shall bid the Project accordingly.

NOTICE TO CONTRACTOR – ENGINEER OCCUPANCY

The Engineer, Department personnel, and Metro-North Railroad personnel will occupy the Project Site during the entire construction period.

The Engineer reserves the right to occupy and to place and install equipment in completed areas of the Project Site, prior to Final Inspection. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Project. The Contractor shall allow and cooperate with such occupancy at no additional cost to the State.

NOTICE TO CONTRACTOR – LOCATING TRAILERS ON THE PROJECT SITE

The Contractor is hereby advised that due to the limited space available within the New Haven Rail Yard (NHRV), and multiple construction contracts taking place in the NHRV, the Contractor will be limited to locating Contractor office trailers and portable bathroom facilities within the limits of the Project work area. If the Contractor's requirement for trailer space cannot be accommodated within the designated area, the Contractor shall be responsible for locating Contractor office trailers off-site at no expense to the Department.

The Contractor shall locate the Construction Field Office provided for use by the Department in the area indicated in the Contract Documents or as directed by the Engineer.

The Contractor shall bid the project accordingly.

NOTICE TO CONTRACTOR – EARLY SUBMITTALS

The Contractor is hereby advised that the Department has identified the potential need to order certain materials and equipment, and thereby submit certain submittals for approval early in the construction process to ensure the Project is completed within the allowable Contract Time. Submittals shall be in accordance with Standard Specifications Article 1.20-1.05.02 and NOTICE TO CONTRACTOR - SUBMITTALS. The following items have been identified as possibly requiring early ordering thereby requiring early submission of shop drawings and product data, including color selection charts and samples:

1. ITEM #0090042A – CATENARY SYSTEMS
2. ITEM #0090045A – AERIAL GROUND WIRE SYSTEMS
3. ITEM #0090050A – HIGH SPEED SECTION INSULATORS
4. ITEM #0090075A – GUY ASSEMBLIES
5. ITEM #0090079A – MODIFICATIONS AND ADDITIONS TO EXISTING
CATENARY
6. ITEM #0090098A – SCREW ANCHORS, TYPE 1
7. ITEM #0100079A – ELECTRIC TRACTION STEEL WORK
8. ITEM #0101130A – ENVIRONMENTAL WORK – SOLIDIFICATION
9. ITEM #0101176A – DISPOSAL OF PCB WASTE
10. ITEM #0104057A – POLE FOUNDATION, TYPE A
11. ITEM #0204503A – DEWATERING
12. ITEM #0219001 – SEDIMENTATION CONTROL SYSTEM
13. ITEM #0219011A – SEDIMENT CONTROL SYSTEM AT CATCH BASIN
14. ITEM #0504010A – RAILROAD TRACK WORK
15. ITEM #0502182A – RUBBER GRADE CROSSING
16. ITEM #0502234A – TEMPORARY GRADE CROSSING

The following items have been identified as possibly requiring early submission for purposes of project coordination and project work scheduling:

1. Baseline Critical Path Schedule
2. Contractor's Submittal Schedule
3. Health and Safety Plan
4. Disposal of Controlled Material

Items requiring approval by Metro-North Railroad may require early submittals due to the extended review periods allowed to those agencies. Refer to NOTICE TO CONTRACTOR - METRO-NORTH RAILROAD SUBMITTALS for additional information.

The lists above are not intended to be all-inclusive and do not relieve the Contractor from coordinating the activities of its subcontractors and suppliers. The Contractor will not be permitted to perform any physical work on the Project without the approval of the required submittals. Failure to properly plan for long lead items within the Contract schedule will not be justification for additional construction time.

It is recommended that the Contractor identify early in the construction sequencing process the subcontractors and suppliers associated with long lead-time items and submit the appropriate shop drawings and supporting data, including color selection charts and samples, for review upon Notice to Proceed.

NOTICE TO CONTRACTOR – SUBMITTALS

Article 1.20-1.05.02 – Facilities Construction – Contractor Submittals

The following completes the requirements set forth in Standard Specifications Article 1.20-1.05.02.03 Transmittal of Submittals.

Transmittal of Submittals:

Unless otherwise stipulated, all submittals requiring review for conformance with the Contract shall be transmitted electronically in accordance with NOTICE TO CONTRACTOR – DOCUMENT CONTROL to WSP USA, 500 Winding Brook Drive, Glastonbury, CT 06033, Attention: Mr. Patrick Doherty, P.E.

Electronic copies of all transmittal letters shall be sent to the Connecticut Department of Transportation Design and Construction representatives as well as Metro-North Railroad.

At the time the foregoing submission is made to the Designer, electronic copies of all submittals requiring Metro-North Railroad review for conformance with the Contract shall be routed directly to Metro-North Railroad. See NOTICE TO CONTRACTOR - METRO-NORTH RAILROAD SUBMITTALS for submittals requiring Metro-North Railroad approval.

Submittals requiring review shall be electronically submitted directly to the Engineer in lieu of the Designer are listed below. Electronic copies of the transmittal letters shall be sent to the Connecticut Department of Transportation Design representatives and as applicable to Metro-North Railroad.

Construction Staging Plan
Construction Working Plan
Concrete Mix Design Certifications
Asphalt Mix Design Certifications
Erosion Control Plan and Materials
Demolition Plan
Disposal Plan
Structure Erection Plans including Erection Methods and Procedures
Dewatering Connection Plan
Maintenance and Traffic Protection Plan

Submittals requiring review by the Environmental Contract work that shall be electronically submitted directly to the Assistant District Engineer in lieu of the Designer are listed below. Electronic copies of the transmittal letters shall be sent to the Manager of Facilities and Bridges.

Health and Safety Plan
Disposal Plan and Site
Lead Abatement Plan

Submittal Preparation and Processing:

The Contractor shall provide the Designer with complete submittal packages composed of individual (Product Data, Shop Drawings, Samples, and Quality Assurance Submittals, as applicable) for individual elements of Project work for a concurrent review of all information. Incomplete submittal packages will be returned to the Contractor without being reviewed.

Samples: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of choices, submit 4 full sets of the standard and custom choices for the material or product. Where Samples illustrate assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 1 sample (or set, if applicable).

Maintenance Manuals and Warranties: Maintenance manuals and warranties shall be submitted both electronically and in hard copy form. Refer to Section 1.20-1.08.14 and “Notice to Contractors – Closeout Documents” for further requirements. Maintenance manuals and warranties will not be returned unless they are rejected.

Article 1.20-1.05.02 – Facilities Construction – Contractor Submittals

The following supplements the requirements set forth in Article 1.20-1.05.02.11 Submittal Reviewer’s Action.

Designer’s Action:

The Designer will return electronic copies marked with action taken and corrections or modifications required as defined by the Standard Specifications.

NOTICE TO CONTRACTOR – METRO-NORTH RAILROAD SUBMITTALS

The submittals associated with the specifications listed below, that require Metro-North Railroad review for conformance with the Contract, shall be clearly labeled “Requires Metro-North Review” on the transmittal when submitted electronically. Review of the following submittals may take up to 60 days in accordance with Standard Specifications Article 1.20-1.05.02. The Contractor shall bid the project accordingly.

Special Provisions:

1. ITEM #0000426A – ELECTRIC HANDHOLE
ITEM #0000545A – 5” P.V.C. DUCT BANKS – 2 DUCT
ITEM #1115010A – 5” POLYVINYL CHLORIDE CONDUIT
2. ITEM #0000461A – 600V COPPER WIRE NO. 8 AWG
ITEM #0000462A – 600V COPPER WIRE NO. 6 AWG
ITEM #0000463A – 600V COPPER WIRE NO. 4 AWG
ITEM #0000468A – 600V COPPER WIRE NO. 4/0 AWG
ITEM #0000523A - 600 V COPPER WIRE NO. 500 KCMIL
ITEM #0000641A - 600 V COPPER WIRE NO. 250 KCMIL
3. ITEM #0090042A – CATENARY SYSTEMS
ITEM #0090045A - AERIAL GROUND WIRE SYSTEMS
4. ITEM #0090050A - HIGH SPEED SECTION INSULATORS
5. ITEM #0090070A – INSPECTION AND TESTING
6. ITEM #0090075A - GUY ASSEMBLIES
7. ITEM #0090079A - MODIFICATIONS & ADDITIONS TO EXISTING CATENARY SYSTEMS
8. ITEM #0090098A – SCREW ANCHORS, TYPE 1
9. ITEM #0096071A – TRACTION POWER RETURN BONDING LAYOUTS
10. ITEM #0096018A – COPPER BUS BAR FOR NEUTRAL RETURN BONDINGS
11. ITEM #0096065A – REMOVAL OF CATENARY
ITEM #0096069A – REMOVAL OF CATENARY POLE STRUCTURE
ITEM #0096071A – REMOVAL OF GUY AND GUY ANCHOR RODS
12. ITEM #0096106A – SNOW MELTER HEATER ELEMENTS
13. ITEM #0096108A – DISCONNECT SWITCH AND SECTIONALIZING JUMPER TAPS
14. ITEM #0502182A – RUBBER GRADE CROSSING
15. ITEM #0502234A – TEMPORARY GRADE CROSSING
16. ITEM #0503004A – LIFT AND LINE EXISTING TRACK
ITEM #0503471A – TURNOUT INSTALLATION
ITEM #0504010A – RAILROAD TRACK WORK
17. ITEM #0913041A – 8’ CHAIN LINK FENCE
ITEM #0913046A - 10’ CHAIN LINK FENCE WITH BARBED WIRE
ITEM #0913351A – 4’ CHAIN LINK GATE 8’ HIGH
18. ITEM #0992033A – ELECTRICAL WORK

19. ITEM #0999002A – DISPOSAL OF BUILDINGS
20. ITEM #1014901A – REMOVE CABLE
ITEM #1019030A – REMOVE AERIAL CABLE
21. ITEM #1015034A - GROUNDING AND BONDING
22. ITEM #1501900A – UNDERGROUND PROPANE GAS LINE
23. ITEM #1501901A – RELOCATE PROPANE GAS TANKS

Operation and Maintenance Manuals:

All Operation and Maintenance Manuals listed in NOTICE TO CONTRACTOR – CLOSEOUT DOCUMENTS.

NOTICE TO CONTRACTOR – PRE-INSTALLATION MEETINGS

Subsection 1.20-1.05.24.2 – Pre-Installation Meetings

The following is added before the last paragraph of the subsection:

The Engineer will conduct a pre-installation meeting at the Project Site before each of the following construction activities:

1. Prior to any scheduled railroad track shutdown.
2. Installation of utilities beneath, above or within ten feet of an existing railroad track.
3. Removal of guard booth and utility connections.
4. Removal of any underground or aerial cable.
5. Removal of existing TMH-12.
6. HMA S0.5.
7. Caisson driving.
8. Work within Long Warf Street or NHRY access road.
9. Removal or installation of security perimeter fence.
10. Prior to removal or installation of overhead catenary.
11. Installation of water main.
12. Relocation of existing propane gas tanks.

The above list may not be all-inclusive and does not relieve the Contractor from its responsibility to provide pre-installation meetings that are required under other Contract provisions.

NOTICE TO CONTRACTOR – CLOSEOUT DOCUMENTS

Subsection 1.20-1.08.14 – Facilities Construction – Acceptance of Project

The following supplements the requirements set forth in Subsection 1.20-1.08.14

General:

The list of special provisions in the Table below may not be all-inclusive and does not relieve the Contractor from its responsibility to provide spare parts, operation and maintenance manuals, training, and warranties that are required under other Contract provisions.

This Table will be forwarded to Mr. Richard Jankovich, Office of Rails, for concurrence prior to the Semi-Final Inspection.

Spare Parts:

The Contractor shall deliver spare parts on products listed in the Table below to the Project Site, to a location(s) determined by the Engineer.

Operation and Maintenance Manuals:

Operation and Maintenance Manuals shall be formatted in accordance with Standard Specifications Subsection 1.20-1.08.14.4. Submit copies of each manual to the Designer, Metro-North Railroad, and Mr. Richard Jankovich, Office of Rails, will review the manuals for conformance to the Contract. The manuals will be processed in accordance with Standard Specifications Subsection 1.20-1.05.02, with 3 copies being forwarded to Mr. Richard Jankovich, Office of Rails and one copy being sent to the Engineer.

Materials and Finishes Maintenance Manual:

The Contractor shall provide complete information in the materials and finishes manual on products listed in the Table below.

Equipment and Systems Maintenance Manuals:

The Contractor shall provide complete information in the equipment and systems manual on products listed in the Table below.

Training:

The Contractor shall provide training on products listed in the Table below. The three (3) DVD copies forwarded to Mr. Richard Jankovich, Office of Rails, and one copy provided to the Engineer.

Training Instructors shall be a Manufacturer's Representative or Applications Engineer fully qualified in the operation, troubleshooting and maintenance procedures for the equipment or systems being covered. Sales Representatives or others possessing only general knowledge of the equipment or systems will not be acceptable.

The following format shall be used to schedule, perform, document and evaluate the required training sessions:

1. The Contractor shall submit a separate Training Form for each training session required by the Contract Documents. This form shall be submitted a minimum of fourteen (14) calendar days in advance of the proposed training session.
2. The Contractor shall complete the first section of the form including the proposed training session date, name of instructor(s), and proposed length (time) of the session(s). Also, attach an Agenda indicating the format of the training session and listing any handouts that will be provided.
3. During the training session, the Contractor shall have all in attendance sign in the third section of the Training Form. Attach additional pages if necessary. The Contractor shall then forward the Training Form to the Engineer.

Training sessions shall cover the following items:

1. Review of Operations and Maintenance Manuals including all system drawings
2. Review of As-built Drawings
3. Overview of system components
4. System operation under normal conditions
5. System operation under abnormal conditions
6. Emergency procedures
7. Troubleshooting procedures
8. Maintenance and Repair procedures
9. Questions

The Contractor is responsible for all costs associated with travel to and from the Training Facility, lodging during the training session and tuition & materials.

Training sessions for similar items where the class membership is likely to be the same may be combined with the advance approval of the Engineer.

Warranties:

Submit 4 copies of written warranties, including special warranties meeting the requirements of the contract and Article 1.20-1.06.08 – Facilities Construction - Warranties. The Designer and Mr. Richard Jankovich, Office of Rails, will review the warranties for conformance to the

Contract. The warranties will be processed in accordance with Standard Specifications Article 1.20-1.05.02, with 3 copies being forwarded to Mr. Richard Jankovich, Office of Rails and one copy being sent to the Engineer.

The Contractor shall provide special warranties on products and installations listed in the Table below. Item specifications may include additional information that is specific to the equipment and is required to be submitted.

Special Provision	Special Warranties	Spare Parts	Training	Operation and Maintenance Manuals
ITEM #0090050A – HIGH SPEED SECTION INSULATORS	X			X
ITEM #0096108A – DISCONNECT SWITCH AND SECTIONALIZING JUMPER TAPS				X
ITEM #0100244A – SIGNS	X			
ITEM #1501900A – UNDERGROUND PROPANE GAS LINE				X
ITEM #1501901A – RELOCATE PROPANE GAS TANKS			X	X

NOTICE TO CONTRACTOR – WARRANTIES

Refer to NOTICE TO CONTRACTOR - CLOSEOUT DOCUMENTS for information related to warranties and to Standard Specifications Article 1.20-1.06.08 – Facilities Construction – Warranties.

NOTICE TO CONTRACTOR – SAFETY & SECURITY PLAN

The Contractor is advised that certain safety and security related requirements are necessary for the prosecution of this contract. The Contractor's safety supervisor should be identified and responsible for the establishment and management of and compliance with all safety and security related issues. The Contractor is required to prepare a project specific Safety and Security Plan to be maintained in the Contractor's project office. This plan shall be created, reviewed, and found acceptable by Connecticut Department of Transportation and Metro North Railroad prior to the Notice to Proceed date. This plan should recognize all other activities being performed in the yard, though not under the direct control of the Contractor, including rail operations, maintenance and other construction activity. Along with the plan, in the Contractor's project office, the Contractor shall maintain documentation of their implementation, maintenance, inspection and updating of this plan. This plan is to be updated throughout the project, as determined by the Contractor or as directed by Connecticut Department of Transportation and Metro North Railroad, to reflect and incorporate changes in the project.

The Contractor shall submit monthly a safety status report that will reflect the Contractor's performance and compliance with the Safety and Security Plan requirements.

At a minimum, the Contractor shall prepare and maintain a safety log, reflecting the documentation of their compliance with the plan, at the Contractor's office; perform and submit hazard analyses, as necessary; conduct QA/QC of safety and security activities; develop a safety and security training program for employees and monitor compliance. The documentation should include the following: tool box safety meetings, crane safety inspections, MSDS data, training reports, first aid reports, up-dated list of emergency numbers, documentation of regular reviews and inspections, maintenance of current certifications and inspections, training, training procedures developed, readiness audits, documentation of the monitoring and compliance with criteria of the plan, daily reports of oversight of project inspections, identification and control of work place hazards, Personal Protective Equipment (PPE), hazardous materials, drug and alcohol testing procedures, safety and security inspections, maintenance on-site of all applicable publications referenced in all safety security specifications, maintenance of a ROW training log for all employees and copies of a log of all "Tool Box" safety meetings.

Assist CTDOT in its project safety and security certification, including but not limited to testing and validation in support of the Safety and Security Certification Program (SSCP); perform construction specification conformance checklist; identify safety and security test requirements; manage integrated tests for the SSCP; manage "open items" in the SSCP; verify operational readiness; and conduct final determination of project readiness and issue safety and security certification.

NOTICE TO CONTRACTOR – SITE SECURITY AND ACCESS

The New Haven Rail Yard is a secure site with controlled access. During construction, the Contractor must adhere to all security requirements. These requirements apply to the contractor, subcontractors, material and equipment suppliers, and any other related personnel working on the project. These security procedures are outlined in this specification section.

All employees of the Contractor and its subcontractors must obtain a New Haven Rail Yard photo identification security badge (badge) which shall be visible at all times. The Contractor shall be responsible for all employees and subcontractor badging requirements, including producing the badges, identification photographs, application forms, plus associated data management, archiving, and oversight. The Contractor shall appoint an “Authorized Security Supervisor” (Security Supervisor) to conduct these activities. The Security Supervisor will be dealing with sensitive security information and therefore shall not be a convicted felon. The Security Supervisor shall complete and sign the Authorized Security Supervisor Application (application provided at the end of this NTC) and submit it to the Engineer for approval. The Contractor shall also provide a criminal history report for the proposed Authorized Security Supervisor that will be reviewed and approved by the Engineer and Metro-North Railroad (MNR) security personnel. The report shall be generated by a company such as “ChoicePoint” that has been providing background checks in the industry for a minimum of one year. The Authorized Security Supervisor Application, along with the required criminal history report, shall be submitted to the Engineer for approval at the time of the Project Pre-Construction meeting.

The Contractor shall arrange for the same Security Supervisor to be available throughout the project duration. The Security Supervisor will take responsibility for all badging requirements for the Contractor and all subcontractor employees and shall coordinate these requirements with MNR and CTDOT security personnel. Particular tasks required of the Security Supervisor include:

The Security Supervisor shall issue and review all employee applications for security badges (application provided at the end of this NTC). The Security Supervisor shall verify all information supplied by the applicant on the Contractor Security Badge Application in addition to verifying other physical characteristics such as height, weight, and hair/eye color as they appear on the applicant’s photo identification. Once employee applications have been verified, the Security Supervisor shall create the badge and issue it to the applicant. The Security Supervisor shall be responsible for determining the duration the badge is required. Badges will be issued for the duration needed based on the approved construction schedule, or for one year, whichever is less. The Security Supervisor must maintain a database of all employees with badges, including application information, duration of badge, and current status of badge (actively being used or has been returned). This must be kept up to date, on a daily basis, and be available for immediate audit by MNR security personnel. The Security Supervisor shall provide all approved Security Badge Applications to MNR security personnel at the end of each day. Approved applications will be reviewed by MNR security personnel who will have the authority to revoke badges should it be determined necessary for any reason.

The badge shall be of plastic type, without smart chip for swipe access, shall be yellow in color and a minimum of 2” by 3” by 30 mils thick in size. The badge shall have a photo of the employee and the following information in this order:

New Haven Rail Yard
Project Name (Coordinate with Engineer)
Photo of Employee
Name of Employee
Contractor / Subcontractors Name
Badge #
Expiration Date
The Statement “Contractor Employee” under the expiration date

The Contractor shall provide a badging unit capable of printing photo ID pictures directly onto a badge of the type and size indicated above. All text shall be a minimum of 1/8” high and employee photo shall be a minimum of 1” by 1 ¼”.

The Contractor shall ensure that all employees wear their badge at all times, and that no employee is permitted to begin work until they are safety trained and have been issued badges. An outline of the photo identification badge procedure is included in this specification.

The Contractor shall be aware that access through the Hallock Avenue entrance will be limited to Contractor employees in passenger vehicles and two axle pick-up trucks only. All deliveries and commercial vehicles are required to enter through the Brewery/Long Wharf Street entrance. Delivery drivers are not required to have a badge, however they are required to sign in on the “Delivery Sign in Sheet” maintained by the MNR security guard on a weekly basis (a sample of the sign in sheet is provided at the end of this NTC). Delivery and employee access times through the Brewery/Long Wharf Street entrance are restricted to Monday – Friday, 6:00 a.m. – 4:00 p.m. unless otherwise requested 24 hours in advance and approved by the Engineer. Access times are not restricted for Contractor employees in passenger vehicles and two axle pick-up trucks entering through the Hallock Avenue entrance unless otherwise directed by the Engineer.

The Contractor shall abide by all Safety Requirements as described in the Notice To Contractor – Work on Railroad Property

The Contractor shall abide by the following MNR/CTDOT Security Requirements:

- A. Obey all Federal, State, and Local laws and ordinances
- B. Comply with all traffic rules and regulations while on CTDOT property
- C. Obey all legal direction from MTA Police or other law enforcement organizations having jurisdiction on or about CTDOT property and facilities

- D. Comply with security rules and regulations contained in this contract and subsequent rules and regulations that may be issued from time to time.
- E. Pertaining to the scope of published security rules and regulations, obey direction from CTDOT/MNR security personnel who have jurisdiction at rail yards and facilities. Security personnel, including guards, have a responsibility to maintain a secure and safe work environment
- F. Contractors are not authorized to release security sensitive information or confidential information about construction projects without written authorization from the Engineer and MNR security personnel

The Contractor is hereby notified that no separate pay item or additional time will be granted for badging and other site security requirements. All durations for the activities noted above shall be considered when the Contractor develops a construction schedule. Additional administrative costs for security requirements, including the cost of the badging unit and supplies, shall not be paid for separately but shall be included in the general cost of the work.

New Haven Rail Yard

Photo Identification Security Badge Procedure

This procedure is required to obtain a photo identification security badge for all employees involved in the construction of any of the New Haven Rail Yard – Maintenance Facility Complex Projects.

1. Contractor or subcontractor employees in passenger vehicles and two axle pick-up trucks on the first day shall report to the guard booth at the Hallock Avenue entrance and sign in showing valid identification in the form of a Driver's License or other Government Photo ID. All other Contractor employees shall report to the guard booth at the Brewery/Long Wharf Street entrance.
2. Contractor or subcontractor employee reports to the General Contractor's trailer to be processed for a photo identification security badge.
3. Proof of identification is required in the form of:
 - Valid U.S. / U.S. Territory / Canadian Driver's License
 - Valid Passport
 - Valid Government Photo ID
4. Proof of identification will be photocopied and attached to this application.
5. Application form is completed and signed by the employee.
6. Application is reviewed, and approved by, the General Contractor's Authorized Security Supervisor.
7. Photo identification security badge is issued to the employee.
8. Photo identification security badge must be presented to the Metro-North Security guard at the Brewery/Long Wharf Street entrance while entering the site and shall be worn with issued breakaway lanyard while on Metro-North property.
9. If the photo identification security badge is lost or stolen it must be immediately reported to the General Contractor and a replacement badge will be issued.
10. Photo identification security badge must be surrendered at the end of the work assignment to the General Contractor.

NEW HAVEN RAIL YARD CONTRACTOR SECURITY BADGE APPLICATION

TO BE COMPLETED BY APPLICANT:

CONTRACTOR INFORMATION		
CONTRACTOR NAME	SUPERVISOR NAME	
BUSINESS ADDRESS (Number and Street)		
CITY	STATE	ZIP CODE (Last 4 digits are optional)
AREA CODE ()	PHONE NUMBER -	

EMPLOYEE INFORMATION			
EMPLOYEE NAME (Last)	(First)	(MI)	SUFFIX (JR., DR., II)
ADDRESS (Number and Street)			
CITY	STATE	ZIP CODE (Last 4 digits are optional)	
AREA CODE ()	PHONE NUMBER -		DATE OF BIRTH (MM/DD/YYYY)
SIGNATURE		DATE (MM/DD/YYYY)	

TO BE COMPLETED BY AUTHORIZED SECURITY SUPERVISOR:

ACCEPTABLE PHOTO IDENTIFICATION		
<input type="checkbox"/> VALID U.S. / U.S. TERRITORY / CANADIAN'S DRIVER'S LICENSE <input type="checkbox"/> VALID PASSPORT <input type="checkbox"/> VALID GOVERNMENT PHOTO ID, SPECIFY _____		
IDENTIFICATION #	STATE ISSUED (IF APPLICABLE)	EXPIRATION DATE
<input type="checkbox"/> APPROVED		
BADGE # ISSUED	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)
<input type="checkbox"/> DENIED		
REASON		
SIGNATURE OF AUTHORIZED SECURITY SUPERVISOR		DATE (MM/DD/YYYY)

**NEW HAVEN RAIL YARD
AUTHORIZED SECURITY SUPERVISOR APPLICATION**

TO BE COMPLETED BY APPLICANT:

CONTRACTOR INFORMATION			
CONTRACTOR NAME		SUPERVISOR NAME	
BUSINESS ADDRESS (Number and Street)			
CITY		STATE	ZIP CODE (Last 4 digits are optional)
AREA CODE ()	PHONE NUMBER -		

EMPLOYEE INFORMATION			
EMPLOYEE NAME (Last)		(First)	(MI) SUFFIX (JR., DR., II)
ADDRESS (Number and Street)			SOCIAL SECURITY NUMBER -
CITY		STATE	ZIP CODE (Last 4 digits are optional)
AREA CODE ()	PHONE NUMBER -		DATE OF BIRTH (MM/DD/YYYY)
ARE YOU A U.S. CITIZEN?		(IF NO, PROVIDE DOCUMENTATION AUTHORIZING YOU TO WORK IN THE U.S.)	
HAVE YOU EVER BEEN CONVICTED OF A FELONY?		(IF YES, PLEASE EXPLAIN IN DETAIL)	

BY SIGNING BELOW, I CERTIFY THAT ALL INFORMATION PROVIDED IS TRUE AND CORRECT. PROVIDING FALSE STATEMENTS WILL BE GROUNDS FOR IMMEDIATE TERMINATION. I ALSO ACKNOWLEDGE THAT I MAY BE SUBJECT TO A BACKGROUND CHECK AND AUTHORIZE THE RELEASE OF INFORMATION FOR THAT PURPOSE.	
SIGNATURE	DATE (MM/DD/YYYY)

TO BE COMPLETED BY METRO-NORTH RAILROAD SECURITY DEPARTMENT:

<input type="checkbox"/> APPROVED	
<input type="checkbox"/> DENIED	
REASON	
SIGNATURE OF AUTHORIZED METRO-NORTH SECURITY DEPARTMENT REPRESENTATIVE	DATE (MM/DD/YYYY)
PRINTED NAME	TITLE

NOTICE TO CONTRACTOR – UNDERGROUND UTILITIES

The work to be accomplished under this Contract is to be performed within and outside of the New Haven Rail Yard. Call-Before-You-Dig (CBYD) does not coordinate the mark out of any underground utilities located within the Rail Yard, with the exception of Compressed Natural Gas (CNG) installed by the Southern Connecticut Gas Company (SCGC). The Contractor is responsible for locating all other utilities throughout the Rail Yard, prior to performing any excavations.

NOTICE TO CONTRACTOR – UTILITIES

The Contractor is hereby notified that all new utility alignments on this project have been coordinated both horizontally and vertically to eliminate conflicts during construction. Any changes to the alignment of one utility could affect multiple utilities and shall be approved by the Engineer.

NOTICE TO CONTRACTOR – WORK ON RAILROAD PROPERTY

The Contractor acknowledges that work to be accomplished under this Contract is to be performed on Railroad territory, which consists of territory operated by Metro-North Railroad, Shore Line East, operated by Amtrak, and the Hartford Line service provider. The Contractor's work must be accomplished simultaneously with ongoing daily railroad operations. Such operations include, but are not limited to, the passage of trains, storage of trains, maintenance and repair of trains, flagging, inspection, repair, construction, reconstruction, and maintenance of the railroad right-of-way and facilities.

The Contractor is advised that the Railroad controls all activity in the respective right-of-way, and the Department expects that these conditions may cause delays and possibly a complete suspension of construction activity. If the Contractor is delayed or suspended in the completion of the work by railroad operations, the Contractor will be entitled to a time extension for every day that he can demonstrate that the delays affected the completion date of the Contract. This extension of time will be considered non-compensable and the Contractor will not be entitled to any additional compensation for damages incurred for all direct and indirect costs including, but not limited to, all delay and impact costs, and inefficiencies.

There is a need to coordinate demolition and construction work, construction field office locations, vehicular access, Contractor parking, Metro-North employee parking, Amtrak employee parking, Hartford Line service provider employee parking, and material stockpiling and staging areas with other concurrent projects or activities within the New Haven Rail Yard:

The Contractor's activities may overlap with activities of other Contractors or MNR forces engaged within the yard. There is a potential for limitations on track outages and extraordinary requirements for vehicular access coordination. The Contractor shall conduct his work within such limitations. This may require night work, premium time, weekend work, or multiple shifts. The Contractor is fully responsible to complete the contract work.

The Contractor shall be responsible for the coordination of the work of its various subcontractors. The Contractor shall coordinate its operations with those of the Railroad Company in carrying out railroad force account work.

The Contractor shall provide the Engineer with written notification a minimum of 14 days in advance of any work that requires a track or catenary outage or affects existing roadway circulation or parking areas within the New Haven Rail Yard.

The Contractor's employees, and the employees of all subcontractors, who will be entering the jobsite within Railroad territory, must undergo a Railroad safety training class, of approximately one hour, offered online by Metro-North Railroad (<https://contractororientation.com/>). The Contractor is responsible for arranging for the class and is responsible for ensuring that all employees on the jobsite have been trained. No additional compensation will be allowed to the Contractor for employee's time for attending these classes. Refer to Standard Specifications Article 1.20-1.05.06 – Facilities Construction – Cooperation with Utilities (including Railroads).

The Contractor must make its own arrangements with the Railroad Company for the use of Railroad equipment or changes in Railroad facilities made solely to facilitate the Contractor's operations. The expense incurred by making such arrangements shall not be a part of this Contract.

The Contractor is hereby advised that Metro-North Railroad signal cable may exist within or adjacent to the project work area. The Contractor shall contact Mr. Jay Patel of Metro-North at (203) 786-8204, prior to any below ground excavation to assist in the identification and disposition of these cables. The signal cables are generally direct burial or in conduit, 18-72 inches below grade. Any cables or conduits which conflict with the contract work must be relocated by the Railroad prior to commencement of the work.

Contractor Requirements for Work Affecting the Railroad

The Contractor shall be governed by the General Requirements and Covenants of the Contract with the following additions:

1. All matters requiring Railroad Company approval or coordination shall be directed to:

Mr. Jay Patel
203-786-8204

2. In general, unless otherwise noted in NTC – Limitation of Contractor Operations or authorized by the Railroad, operations directly over or adjacent to the operating right-of-way will be performed during the following time periods:

<u>Outage</u>	<u>Time</u>
Track 38	10 AM to 3 PM and weekends (10 PM Friday to 12 AM Monday)
Track 17, 18, and 19	10 AM to 3 PM and weekends (10 PM Friday to 12 AM Monday)
Track 1E, 2E, and 3E	10 AM to 3 PM and weekends (10 PM Friday to 12 AM Monday)

3. The Contractor must submit a “work plan” to the Engineer for every track outage request. The work plan must include the reason for the outage along with the date and time, a safety assessment and identification of work hazards along with solutions to safety hazards, and a schedule of the Contractor’s work.

Notes:

1. Single-track outages will be considered as requests are submitted.
2. While every effort is made to accommodate the Project needs, track outages cannot be guaranteed at all times. Track outages are dependent on many circumstances; including weather, availability of protective personnel, conflicts with other projects and unforeseen operating problems. Therefore, no claims may be made against Metro-North for delays due to unavailability of track and/or power outages. Further, outages are granted on the basis of what is deemed necessary for construction, not merely for the Contractor's convenience.
3. The hours shown for track outages are not the actual time the tracks will be out of service. Time should be allowed for de-energizing and re-energizing power facilities.
4. Track outages requested and approved at the weekly railroad construction coordination meeting must be completed within the approved time frames. All personnel, materials, and equipment must be in the clear to allow for the safe use of the track by trains or railroad equipment by the end of the shift.
5. Unless otherwise arranged, the Contractor should expect to allow for his clearing of the track during the work shift in the event of a railroad operational emergency.

Temporary at-grade crossings across any tracks, other than those indicated in the Contract Documents or prearranged with MNR, if any, WILL NOT be permitted, unless approved by the Engineer. All vehicles, equipment and materials for demolition, stockpiling, and associated activities shall be delivered from the Long Wharf Street/Component Change Out Shop Guard Booth Entrance.

Because the Contractor shall assume that the wires and rails of the Railroad will be energized at all times, the Contractor shall require all of its employees, subcontractors, and others, to sign a form similar to the following form, and furnish the Railroad with one original copy.

WARNING OF DANGER FROM ELECTRIFIED WIRES AND STRUCTURES
TO ALL PERSONS COMING NEAR ELECTRIFIED WIRES AND STRUCTURES

Notice is hereby given that contact, direct or indirect, with any of the electrified wires or structures of this Company is apt to result in serious injury or death and you are warned to avoid all such contact.

Dated

Job
AFE No.
Title

RECEIPT

I have this day received and carefully read the warning or danger from electrified wires and structures issued by you, which was attached to this receipt.

Signed _____

Occupation _____

Date _____

In the presence of

Witness _____

Job
AFE No.

NOTICE TO CONTRACTOR – SECURITY PERIMETER FENCING

The Contractor is hereby notified that a secure perimeter must be maintained at the New Haven Rail Yard at all times. The Contractor shall coordinate with the Engineer for the installation or resetting of fencing and gates as described in the specifications. A staging plan for all work that disrupts the security fence must be submitted to the Engineer in advance for approval. Fencing must be complete in place at the end of each work day. Under no circumstances will it be allowed to leave breaks in the security fence unattended after normal work hours. The Engineer must be notified in advance any time that fencing cannot be completed by the end of the day. MTA Police will be required to maintain security at the discontinuity in the fence beyond approved outages. The cost of the MTA Police shall be the responsibility of the Contractor.

NOTICE TO CONTRACTOR – ROADWAY ACCESS WITHIN NEW HAVEN RAIL YARD

The Contractor is hereby advised that maintaining access to all existing railroad tracks, equipment, facilities, and construction sites within the New Haven Rail Yard (NHRY) for railroad and State employees, contractors, emergency vehicles and others is hereby required.

Temporary roadways and staging areas in the Project area shall be surfaced with processed aggregate base sufficient to provide a stable driving surface unless otherwise specified. No stone ballast or miscellaneous fills shall be used to surface temporary roadways. The Contractor shall be responsible for maintaining temporary roadways in the Project area, including the filling of potholes, re-grading, snow removal and all other maintenance work required to maintain a driving surface suitable for the passage of a typical passenger vehicle. Construction and maintenance of temporary roadways shall be provided at no additional cost to the Department.

The Contractor shall repair any and all damage to the existing NHRY roadway network and associated appurtenances located within and outside of the Project area which result from the Contractor's operations. Repairs shall be made within 24 hours of the occurrence of the damage or as directed by the Engineer. Repairs shall restore roadways to the line and grade existing at the time the Contract was awarded. Construction methods and materials shall be of like kind and quality to that used in the original construction of the roadway network. The Contractor shall make all repairs at no additional cost to the Department.

Unless depicted on the plans as a part of the work, no existing or temporary roadways shall be reduced in width, relocated, or shut down without first submitting a traffic plan to the Engineer for approval. Also see NOTICE TO CONTRACTOR – WORK ON RAILROAD PROPERTY.

The Contractor shall bid the Contract accordingly.

**NOTICE TO CONTRACTOR – SPECIAL ELECTRICAL CATENARY
WORK**

The Contractor is hereby advised that the Project includes electrical work on the existing catenary structures. The Contractor shall strictly adhere to all requirements as specified within the Contract in the performance of this Project work.

**NOTICE TO CONTRACTOR –METRO-NORTH RAILROAD FORCE
ACCOUNT WORK AND COORDINATION**

The Contractor is hereby notified that following represents construction services and material to be furnished and completed by Metro-North Railroad (MNR):

1. Remove or relocate materials and equipment stored on the construction site.
2. Off-site test participation at electrical vendors.
3. Furnish and install 200 copper pair and 144 single mode fiber optic cabling in existing duct bank, installed under YPU contract, between specified locations on the contract plans.
4. Furnish and install five high speed insulators.
5. Provide modification to MNR Positive Protection Power Plate to accommodate stage construction.
6. Procure 3,400 feet of new 136 RE rail in 80 foot sections for installation within the East End Connection project limits. Deliver rail to the Project Site. Coordination of delivery schedule and location with the Contractor.
7. Provide three Standard Right-Hand No. 8 self-guarded turnouts for installation by the Contractor along Tracks 94, 95, 96 and 38 east of the CCO. Deliver turnouts to the Project Site. Coordination of delivery schedule and location with the Contractor.
8. Provide two Right-Hand Metro-North No. 6.5 self-guarded turnouts for installation along Tracks 95, 101 and 102 west of the CCO. Deliver turnouts to the Project Site. Coordination of delivery schedule and location with the Contractor.
9. Remove three existing propane switch heaters along Track 38.
10. Remove a portion of existing aboveground propane gas line that supplies the existing switch heaters along Track 38.
11. Procure and install three propane switch heaters at three turnouts installed by the Contractor on Track 38 and make final adjustments to the turnouts.
12. Install two electric snow melter heaters on Tracks 95 and 102 and make necessary modifications to existing snow melter cabinets for electric power connections.
13. Procure and install five solar powered push button operated Switch Machines at new turnouts.

14. Lock existing Long Wharf Street Guard Booth Gates prior to Guard Booth demolition.
15. Disconnect existing Communications Cable at the existing EMU Shop, Guard Booth and TMH-12.
16. Disconnect existing Propane Gas Line at the existing Concrete vault and connect new Propane Gas Line to feed relocated Propane Gas Tanks.
17. Install three switch machine secondary power connections from underground electric service installed by the Contractor.
18. Install traction neutral return bonding at five crossovers (Tracks 94, 95, 96, 101 and 101).
19. Install three Power Copper Bus Bars at Track 94, 95, 96 and provide Neutral Return Bonding through direct buried conduits and connect to new Catenary Structure EEC-1 as noted on the contract plans.
20. Provide work train and crew for Metro-North construction services as required.
21. Following verification by the Engineer that the installation of a track is to a delineated point and complies with the Contract Documents, inspect and accept track.
22. Following verification by the Engineer that the installation of a turnout is complete and complies with the Contract Documents, inspect and accept turnout.
23. Provide flagmen as required during construction.
24. Provide Class A personnel protection as required.

The above list may not be all-inclusive and does not relieve the Contractor from its responsibility to coordinate work with MNR that is required under other Contract provisions.

Work performed by MNR will directly affect the Contractor's operation. Special coordination efforts by the Contractor will be required in support of MNR force account work which may be executed in multiple stages at various times and locations throughout the duration of the Project.

The Contractor shall provide MNR access to the Project site required for MNR to complete its work.

MNR must be provided with a minimum advanced notice of 14 days prior to any factory acceptance tests.

NOTICE TO CONTRACTOR – ELECTRIC POWER AND TEMPORARY ILLUMINATION

The Contractor is hereby advised that temporary electrical power is not readily available to this Project and the use of portable generators may be required. The Contractor is advised that it may be necessary to coordinate the installation of electrical power, including temporary power, to the site early in the construction process. The New Haven Rail Yard electrical distribution system is owned by the Department and operated by Metro-North Railroad. The Contractor shall coordinate this activity with the Engineer and Metro-North Railroad for work depicted on the Contract Documents. There will be no separate payment for the use of generators, the Contractor shall bid the Project accordingly.

The Contractor is hereby notified that all temporary electrical power installations must be grounded and wired per the latest adopted National Electric Code.

The Contractor is hereby advised that lighting levels within the NHRV during overnight work periods may not meet OSHA standards for nighttime construction activities. The Contractor is advised that at times it may be necessary to utilize temporary illumination units. The use of elevated masts on portable temporary illumination units in proximity to any overhead catenary will require coordination with MNR. There will be no separate payment for the use of temporary illumination units, the Contractor shall bid the Project accordingly.

NOTICE TO CONTRACTOR – PROTECTION OF EXISTING UTILITIES

The utilities within the limits of the New Haven Rail Yard are owned by The State of Connecticut/Metro-North Railroad, except for the gas service, which is owned up to the building connections by The Southern Connecticut Gas Company (SCG).

It should be noted that the work included under this contract may require the relocation of utility installations and the removal of previously abandoned utilities within the limits of the New Haven Rail Yard.

The Contractor shall be aware that before, during, and after the completion of the project, there are several other ongoing independent projects adjacent to and within the project limits. These projects are as listed in NOTICE TO CONTRACTOR - WORK ON RAILROAD PROPERTY. These projects may include the relocation of existing utilities and the installation of new facilities. It should be noted that the Contractor's activities may overlap the activities of the contractors engaged in the execution of the other projects, as well as the activities of State of Connecticut, Metro-North Railroad, Amtrak and other railroad and utility company personnel.

The Contractor shall completely coordinate his operations with the affected utility companies and/or agencies, and ensure that his work is coordinated with that of the other contractors. The coordination of the work is the complete responsibility of the Contractor. When the work required under this contract is in conflict with work being carried out by another contractor or agency, it is the responsibility of the Contractor to notify the Engineer immediately of the conflict.

Existing utilities shall be maintained during construction except as specifically stated herein and/or noted on the Construction Documents and as coordinated with the utilities. The Contractor shall verify the location of underground, structure mounted and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations.

The Contractor shall notify “Call Before You Dig”, telephone 1-800-922-4455 for the location of public utility, in accordance with Section 16-345 of the Regulations of the Department of Utility Control. Refer to NOTICE TO CONTRACTOR – UNDERGROUND UTILITIES for additional information.

Representatives of the various utility companies shall be provided access to the work by the Contractor.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from the information shown on the Contract Documents or contained elsewhere in the specifications. Verifications may require the excavation of exploratory test pits.

The Contractor shall notify the Engineer prior to the start of work and shall be responsible for all coordination with the Department. The Contractor shall allow the Engineer complete access to the work.

The Contractor shall be liable for all damages or claims received or sustained by any persons, corporations or property in consequence of damage to the existing utilities, their appurtenances, or other facilities caused directly or indirectly by the operations of the Contractor.

Any damage to any existing private or public utility, as a result of the Contractor's operations, shall be repaired to the Utility's and the Engineer's satisfaction at no cost to the State or the Utility, including all materials, labor, etc., required to complete the repairs.

The Contractor's attention is directed to the requirements of Section 1.20-1.07.13 – Facilities Construction - Contractor's Responsibilities for Adjacent Property and Services.

Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., water, sanitary, gas, electric ducts, communication ducts, etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined by careful probing or hand digging, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation, as noted above. Note that test pits have been dug at several locations throughout the project. The test pit data is included in the Contract Documents.

NOTICE TO CONTRACTOR – USE OF STATE PROPERTY

Article 1.20-1.06.03 – Facilities Construction – Storage

The following supplements the requirements set forth in Article 1.20-1.06.03

Use of State property by the Contractor for purposes other than the construction activities included in this Contract requires advance approval from the Engineer.

This applies to activities including, but not limited to: Staging and storage areas, screening/crushing operations, asphalt or concrete plants, gravel/borrow pits, and other manufacturing and/or mining operations.

The bulk storage of fuels and lubricants shall not be permitted on State property.

The storage of hazardous materials, other than those associated with the Contractor's Project related operations, shall not be permitted on State property. The Contractor shall assume sole responsibility for the proper storage, handling, management, and disposal of hazardous materials. All remedial and punitive costs incurred by the Department as a result of the Contractor's failure to properly manage hazardous materials shall be borne by the Contractor.

The Contractor is cautioned that environmental testing of the site may be required at the Contractor's expense both prior to and upon completion of the use of the State property. The Contractor shall be responsible for restoring the site and removal of all contaminants which may have been deposited at the site during its use. The Contractor must conform to the Department's Best Management Practices, environmental permit conditions and other applicable State and federal regulations. The use and restoration of the site will be at no cost to the State of Connecticut. The use of the site will be for this specific DOT Project only. In addition, approval or denial of such request shall not be used as a reason for any time extensions or claim.

For Staging and Storage Areas

The Contractor must submit all requests for the temporary use of any State property in writing to the Engineer. The following minimum information shall be included with the request(s): a description of the proposed operation or use of the site; a site plan detailing the location of the proposed operation/use, and sedimentation and erosion controls; an area plan detailing ingress and egress to the site and proximity to residential and/or occupied buildings; copies of any required environmental permits; and planned hours of operation. The submittal shall also include photo documentation (minimum of 12 each, 8"x10" color photos) showing the preconstruction condition of the site and adjacent property at the site boundaries. If the site is State property outside of the DOT right of way, authorization from other State Agencies will also be required for use of the property or site.

For Use Other than Construction Staging and Storage Areas

The Contractor must submit all requests for the temporary use of any State property in writing to the Engineer. The request(s) shall include the same information required for storage and staging areas. In addition, the Contractor will be required to provide written confirmation that the municipality in which the site is located does not object to the proposed use of the State property. The Contractor will be required to execute a license agreement with the Department for use of State property for other than staging and storage areas.

For asphalt batching or continuous mix facilities, the Contractor shall also provide a map detailing the outer most perimeter of the facility showing all structures, land use, watercourses, wetlands, and areas of environmental concern with one-third mile of the facility perimeter. No such facility will be permitted on State property where any hospital, nursing home, school, area of critical environmental concern, watercourses, or residential housing exists within one-third mile of the perimeter of the facility (P.A. 98-216).

NOTICE TO CONTRACTOR – FLOOD CONTINGENCY PLAN

Construction Operation Plan - During construction, the Contractor is bound by the conditions set forth in the Standard Specifications. Specifically, Article 1.20-1.10.03 – Facilities Construction – Water Pollution Control, addresses the need for the Contractor to maintain a stable work area and to coordinate with the National Oceanic and Atmospheric Administration (N.O.A.A.) weather service for information pertaining to storms. These provisions are fully described under Items 8 and 9 of the "Best Management Practices."

The Contractor is advised that portions of the rail yard fall within the 100-year and 500-year flood zone. Storage of materials that could be injurious to human health or the environment in the event of flooding will be located outside of the 100-year flood zone. Other material or equipment may be stored below the 500 year flood elevation such that the material or equipment is not subject to major damage by floods, and that such material or equipment will be firmly anchored, restrained or enclosed to prevent it from floating away or that such material or equipment can be removed prior to flooding.

NOTICE TO CONTRACTOR - BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used on Federal Transit Administration (FTA)-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. The Contractor also agrees to comply with the American Recovery and Reinvestment Act (“Act”) Section 1605 of Division A, Title IX, “Buy American” requirements. Where there is a conflict between the requirements of 49 CFR Part 661 “Buy America” and Division A, Title XVI, Section 1605 “Buy American” of the Act, the most restrictive requirement applies.

Bidders must submit the appropriate certificate, as set forth below, of either a completed Certificate of Compliance or a completed Certificate for Non-Compliance with their bid. These certificates are attached to the bid proposal form. Failure to complete and submit one of the referenced certificates will result in rejection of the bid.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date _____
Signature _____
Company _____
Name _____
Title _____

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date _____
Signature _____
Company _____
Name _____
Title _____

The Contractor shall obtain and submit to the State copies of all signed Buy America certifications, including Buy America certifications that may be required of its subcontractors if the dollar thresholds established by FTA are exceeded. These completed certifications if applicable, shall be mailed to the Connecticut Department of Transportation, to the attention of the Department.

NOTICE TO CONTRACTOR – DOCUMENT CONTROL

Subsections 1.20-1.05.02.1 and 1.20-1.05.02.2 of the Standard Specifications are hereby deleted and replaced with the following:

1. Transmittal of Submittals: All correspondence for the project, related to submissions of shop drawings product data, product samples and quality assurance samples shall be distributed, and controlled via e-mail and the use of an Extranet Site furnished by the Department via the Program Management Consultant (PMC). All correspondence files related to these submissions shall be stored within the Extranet Site/common file server, including any and all file attachments. Submittals, including shop drawings, working drawings, catalog cuts, material certifications, and all documentation required by contract, shall be electronically uploaded to the Extranet Site. The Contractor is responsible to coordinate the overall creation and submission of all project documentation to meet the requirements of the project schedule and specifications.

The Contractor shall package and transmit each submittal. The Designer will not act on submittals received from sources other than the Contractor.

On the transmittal form, the Contractor shall record relevant information and requests for data and shall certify that the provided information complies with Contract requirements. The Contractor shall examine and check each submittal for accuracy, completeness, coordination with related submittals and compliance with the Contract before it is transmitted to the Designer for review. The Contractor shall sign and submit the Submittal Register Form (sample attached to this notice) and available electronically on the Extranet Site) with each submittal which includes the following statement: “Having reviewed this submittal, I certify that it is complete, accurate, coordinated in all aspects of the item being submitted and conforms to the requirements of the Contract in all respects, including all Federal requirements such as “Buy America”, except as otherwise noted.” By reviewing and certifying each submittal, the Contractor represents that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated information contained within such submittals with requirements of the Work and the Contract. Shop drawings submitted without this signed statement will be rejected immediately and returned to the Contractor.

Each submittal (shop drawing, working drawing, product data, samples, etc) must be individually entered, tracked, and the status maintained, including all revisions. The Contractor is responsible to utilize the latest drawings marked “Conforms” or “Conforms as Noted” as identified in the control system. All revisions are to be logged into the control system, describing each change.

The Contractor shall number each submittal consecutively. The submittal package numbering shall employ the following convention: The Submittal Package Number shall be the seven digit Item Number (as indicated in the Special Provisions). The Submittal Package Title shall be the corresponding Item Name. Instances where contract items require an extensive number of submittals (i.e. rebar, structural steel, etc), packages shall be further separated by structure components or location.

The Submittal Package No. shall be formatted as follows:

For Contract Items: XXXXXXXX-YY-ZZZ, where the “XXXXXXX” is the seven-digit Contract Item No. (no “A” shall be included) and “YY” designates a unique grouping ID starting with 00, 01, 02, 03, etc. “ZZZ” is the submittal number starting with 001. The grouping ID is meant for use with items that will require a large quantity of submittals (structural steel, rebar, etc) and allows for a manageable and meaningful separation of these submittal items.

- Example: For a concrete manhole submittal, the Package No. would be the Item No.1010916 followed by the unique grouping ID starting with 00, 01, etc. The Submittal No. would therefore be 1010916-03-001 for the first submittal in group 03.

For example:

<u>Package</u>	<u>Title</u>
0602006-01	Deformed Steel Bars – Epoxy Coated / Abutment 2
0602006-02	Deformed Steel Bars – Epoxy Coated / PN-13
0602006-03	Deformed Steel Bars – Epoxy Coated / PN-14

The Contractor shall notify the Designer, the Department, and any outside agencies via e-mail of all submittals uploaded to the Extranet. For instances where a submittal requires review by more than one department or agency (e.g. requiring both ConnDOT (or the Designer) and MNR reviews), the Contractor shall ensure that each department or agency receives a notification that the submittal is available for review.

The Contractor shall maintain a submittal log to track all construction submittals required for the Project. The submittal log shall include all of the construction submittals sent and received and the distribution of these drawings to the Department. Updates to the submittal log shall be prepared by the Contractor and distributed to the Department, the Metro-North Railroad, the Designer, and the Program Management Consultant on a weekly basis.

At a minimum, the submittal log should include the Submittal Package Number, Title, Status, Required Start, and Required Finish. The Package status shall initially be “Unsubmitted”. Upon submission of any submittal within the package, the status should be changed to “Open”. Upon receipt of all final review comments for all package submittals, the status should be changed to “Conforms”, “Conforms as Noted”, “Revise & Resubmit”, “Rejected” or “No Action Required”, in accordance with the Designer’s review. Where the Status is “Unsubmitted” and the Required Start and Required Finish represents the review period for all submittals within this package, the Required Start and Required Finish dates must be coordinated with the project CPM schedule.

The Required Start & Expected Finish shall represent the date range for the review process. Required Start shall be the date the submittal is issued by the Contractor for review. Expected Finish shall be the completion date for the review cycle (either 21 or 60 days later, as appropriate).

All resubmissions shall be numbered with the original submittal number but designated a new revision number. All resubmissions shall be logged into the Extranet to properly calculate the

entire duration required for the submittal process from the original submission date to final approval to indicate total days to process the submittal through all review cycles.

The process noted above is identical with the following exceptions:

(a) The resubmission file from the contractor shall only contain those items which were designated for resubmission (previously “Conforms” or “Conforms As Noted” item will not be resubmitted)

(b) The PDF Package file name will be modified by the Contractor to reflect the new revision number.

(c) The Contractor will add a revision number to the submittals requiring resubmission, excluding the submittal containing the PDF Package (all files shall remain grouped together under the first revision).

2. Submittal Preparation and Processing: The Contractor shall:

(a) Coordinate preparation and processing of submittals with performance of construction activities;

(b) Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay;

(c) Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity;

(d) Coordinate transmittal of different types of submittals for related elements of the Project so that processing will not be delayed by the Designer’s need to review submittals concurrently. The Department reserves the right to return partial submittals unreviewed to the Contractor.

Shop drawings shall be submitted in Adobe Acrobat PDF Package format. Each drawing will be included as a separate file within the package and named in kind with the drawing number. The PDF package shall be listed in the submittal log and uploaded to the Extranet Site. The drawings shall be listed individually thereafter.

Working drawings shall be submitted in Adobe Acrobat PDF format. The PDF package shall be listed in the submittal log and uploaded to the Extranet Site. The drawings shall be listed individually thereafter.

Submittals to be transmitted to the Department by the Contractor, for which the Contractor does not have an electronic version, shall be scanned, converted into an Adobe Acrobat PDF format, and uploaded accordingly to the Extranet Site.

Electronic submittal attachments shall be named in kind with the submittal to which they are attached and include the revision number (ie. Submittal 0602006-03-001 would have a PDF attachment named 0602006-03-001-1.pdf).

Submittals requiring a signature by a licensed engineer or other party shall be digitally signed utilizing a digital ID obtained from an Adobe partner Certified Document Service (CDS) provider (see adobe.com for the list of CDS providers).

Submittal of samples for review and approval by the Designer shall be submitted using an e-mail transmittal. The Contractor shall ship the quantity of physical samples required by the contract to the Designer with the hard copy of the transmittal. The Designer shall generate the return e-mail transmittal (indicating the sample's review status as to Conforms, Conforms as Noted, Revise and Resubmit, Rejected, or No Action Required) and transmit it to the Contractor. The Designer shall retain one set of samples marked "Conforms" or "Conforms as Noted", transmit one set of same to the Department, and transmit the remaining sets of same to the Contractor.

The Contractor shall allow at least 21 calendar days (exclusive of holidays) for initial submittal review by the Department, and allow additional time for such review if processing must be delayed to permit coordination with subsequent submittals. If a re-submittal is necessary, the Contractor shall allow at least 21 additional calendar days (exclusive of holidays) for processing each re-submittal. The Department reserves the right to withhold action on a submittal if coordination with other submittals is necessary, until all related submittals are received. The Department will promptly inform the Contractor when a submittal being processed must be delayed for such coordination.

Any submittals requiring approval by FM Global or the Commissioning Agent shall be allocated a minimum of twenty-eight (28) calendar days (exclusive of holidays). Any submittals requiring approval by an outside Agency (ConnDEP, Metro-North Railroad (MNR), etc.) shall be allocated a minimum of sixty (60) calendar days (exclusive of holidays).

These durations are a MINIMUM, and will likely increase with the number of outstanding submittals in the Department's possession. Therefore, whenever multiple Contractor submittals are under review by the Department, the Contractor shall prioritize the submittals and notify the Department thereof. The submittal schedule must be submitted early for review as a subset of the baseline schedule. The Department shall not be held responsible for any delay associated with the approval or rejection of any substitution or other revisions proposed by the Contractor.

Refer to the following Notices to Contractor for additional submittal requirements:

- Early Submittals
- Submittals
- Metro-North Railroad Submittals
- Closeout Documents

The Contractor shall be limited to one acceptable submittal per product. Once a product has been accepted either as originally specified, or as an "Or Equal" to the product specified, the Contractor may elect to submit a subsequent product for consideration, but the Contractor shall be required to reimburse the Department for all costs associated with reviewing the subsequent request.

The Contractor shall place a permanent label or title block on each submittal and shall provide a space approximately 4 inches x 5 inches (100 millimeters x 125 millimeters) on the label or beside the title block for the Designer's review and approval markings and notes of actions taken. The Contractor shall include the following information in said space: State project number, submittal number, submittal name, date of review by Contractor, name and address of Contractor, name and address of subcontractor/supplier, name of manufacturer, number and title of applicable Contract provisions, and detail references.

1.20-1.05.02.8 – Add the following after the last paragraph:

Submittal Disposition

If the entire submission contains no items requiring resubmission, then the Designer will have one file to upload to the Extranet, named as follows: “XXXXXXXX-YY-ZZZ-VA” which contains the Conforms, Conforms As Noted, Reviewed, and Reviewed As Noted items.

If the entire submission contains items requiring resubmission, then the Designer will have one file to upload to the Extranet named as follows: and “XXXXXXXX-YY-ZZZ-VR” which contains the Revise and Resubmit and Resubmission Required items.

If the submission contains BOTH items (i.e., that do and do not require resubmission), then those items will be separated and placed in (2) files as described above, and uploaded to the Extranet.

The Designer shall e-mail the transmittal(s) to the Contractor and all of the parties included on the original distribution list.

ALWAYS include the Program Management Consultant eec@shawgrp.com in the distribution for all email correspondence on the project.]

Hard copies of all submittals marked “Conforms” or “Conforms as Noted” shall be transmitted within 5 working days as follows:

<u># of Copies</u>	<u>Send To:</u>
3	ConnDOT District Office
3	Metro North Railroad
1	Commissioning Agent (if reviewed)
1	State Building Official (if needed)

SUBMITTAL REGISTER FORM

The use of this Submittal Register Form is required for all submittals

Project Name: NEW HAVEN RAIL YARD – EAST END CONNECTOR
State Project No. 301-0182
Connecticut Department of Transportation

Design Engineer: **PB Americas**

Contractor: _____

Address: _____

Telephone No.: _____

Subcontractor: _____

Address: _____

Telephone No.: _____

Submittal Number: _____

Submittal Title: _____

Specification Section and Paragraph Number: _____

Contract Drawing and Detail Reference: _____

Date of Initial Submittal: _____

Date of this Submittal: _____

CPM Activity Number: _____

This Submittal Prepared By: _____

Having reviewed this submittal, I certify that it is complete, accurate, coordinated in all aspects of the item being submitted and conforms to the requirements of the Contract in all respects, including all Federal requirements such as “Buy America” except as otherwise noted.

By: _____
Signature

Printed or Typed Name

Title

Date

NOTICE TO CONTRACTOR - CONTRACT DURATION

The Contractor is hereby notified that this is not to be considered an ordinary project by any means and that due to the inconvenience to the traveling public that it causes, extra manpower, equipment and workshifts may be required to complete the work in accordance within the specified contract time.

NOTICE TO CONTRACTOR - PROCUREMENT OF MATERIALS

Upon award, the Contractor shall proceed with shop drawings, working drawings, procurement of materials, and all other submittals required to complete the work in accordance with the contract documents.

NOTICE TO CONTRACTOR – RAILROAD SPECIFICATIONS

The Contractor is hereby notified that all railroad specifications contained elsewhere herein shall be made a part of this contract, and that the contractor shall be bound to comply with all requirements of such specifications. The requirements and conditions set forth in the subject specifications shall be binding on the Contractor just as any other specification would be.

NOTICE TO CONTRACTOR – UTILITY SPECIFICATIONS

The Contractor is hereby notified that all utility specifications contained elsewhere herein shall be made a part of this contract, and that the contractor shall be bound to comply with all requirements of such specifications. The requirements and conditions set forth in the subject specifications shall be binding on the Contractor just as any other specification would be.

NOTICE TO CONTRACTOR - GENERAL PERMIT FOR STORMWATER DISCHARGE

This Notice is provided to summarize the requirements of the Connecticut Department of Environmental Protection's General Permit for Stormwater Discharges (GPSD) from Construction Activities issued on October 1, 2002, modified April 8, 2004, reissued October 1, 2007 and reissued (without modification) October 1, 2008. When construction activities will result in the disturbance of a total of 1 acre or more of land within the project limits, the Department must insure compliance with all conditions of this Permit (GPSD). 'Construction Activities' as defined in the GPSD include, but are not limited to, the following; clearing, grubbing, grading, excavation, placement of fill, and dewatering activities.

The Department has incorporated a 'Stormwater Pollution Control Plan' (SPCP) within the contract documents in order to insure compliance with the conditions of the GPSD. The SPCP addresses pollution caused by soil erosion and sedimentation during and after construction as well as the long term use of the facility after construction is completed. A copy of the GPSD is included in the contract special provisions. The Contractor will be required to comply with all applicable conditions of the GPSD. The Contractor and all subcontractors must sign a certification as stated in the GPSD (see page 20, Item E. Contractors). There will be no additional payment for the Contractor to sign the certification and no additional payment for the Contractor to comply with the conditions of the GPSD.

During stage construction, the Contractor will limit site disturbance to 2 acres per discharge location by placing and compacting pervious structure backfill, placing ballast, and paving disturbed areas upon completion to create a non-erodible condition. Refer to Section 4, Page 5 of 10, of the SPCP.

The Engineer will be the registrant and Permittee for the purposes of filing the registration.

If the Contractor proposes activities which require modifications to the Stormwater Pollution Control Plan prior to the start of construction, he must notify the Department in writing within 30 days of submitting the apparent low bid. The Department shall approve or reject the plan and notify the Contractor in writing as to any revisions required for approval, within 30 days of the date of the Contractor's submission. No damage for delays will be granted due to the Contractor's failure to provide a suitable plan and certification. Any modifications to the contract must also conform to the requirements of Section 1.10 - Environmental Compliance, of the Standard Specifications and any Supplements thereto. If the Contractor modifies his activities after the registration has been submitted and construction has begun, so that the SPCP is no longer in compliance with the GPSD, then the Contractor will be responsible for updating the Stormwater Pollution Control Plan. No additional payment will be made for revisions to the Stormwater Pollution Control Plan required as a result of the Contractor's modifications to the contract. The Contractor must submit all revisions in writing to the Engineer for approval. Under no circumstances can the Contractor proceed with activities which require revisions to the Stormwater Pollution Control Plan until approval is obtained from the Engineer.

SECTION 1.20 – GENERAL CLAUSES FOR FACILITIES CONSTRUCTION

Section 1.20 – General Clauses for Facilities Construction

Section 1.20 – General Clauses for Facilities Construction shall be applicable and abided by in its entirety for this project, regardless of the inclusion (or lack thereof) a defined and paid for facility and/or building as an MLSI item.

1.20-1.08.14--Acceptance of Project:

Add the following after the first sentence of subsection 4 (j):

“Include estimate of annual maintenance costs for each product included in the manual.”

SECTION 1.20-1.03 - AWARD AND EXECUTION OF CONTRACT

Article 1.20-1.03.01 – Facilities Construction – Consideration of Bids:

Add the following:

Prime Contractors using their vehicles in Connecticut need to have a Motor Carrier Safety Fitness Review rating of Meets Minimum Requirements (MMR) from the Connecticut Department of Motor Vehicles (CTDMV) in order to qualify for award of this contract. A rating of Not Recommended (NR) will jeopardize the award of the contract.

Within three (3) days of the bid opening the Post-Bid Section of the Contract Unit will request a Motor Carrier Safety Fitness Review from the Connecticut Department of Motor Vehicles (CTDMV) for the apparent low bidder. The Motor Carrier Safety Fitness Review conducted by the Department of Motor Vehicle Commercial Vehicle Safety Division is performed in order to make an evaluation of the current safety fitness of any entity that operates commercial motor vehicles (motor carrier) in Connecticut. Further information concerning the motor carrier safety evaluation may be obtained from CTDMV at <http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206>. All official, inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website, at <http://www.ai.volpe.dot.gov/>.

The Post-Bid Unit of the Contract Section will notify the apparent low bidder of its Motor Carrier Safety Fitness Review rating. If the apparent low bidder's Motor Carrier Safety Fitness Review rating is MMR, then no further action will be required. If the apparent low bidder's Motor Carrier Safety Fitness Review rating is NR, the apparent low bidder shall immediately take the appropriate actions to remedy the NR rating and achieve a MMR.

SECTION 1.20-1.05 – CONTROL OF THE WORK FOR FACILITIES CONSTRUCTION

1.20-1.05.06 - Facilities Construction - Cooperation With Utilities (including Railroads):

Add the following after the last paragraph:

“Special Requirements Regarding Work in Metro-North territory:

Description:

This section covers authority, definitions, regulatory requirements, traffic regulation and coordination of the Contractor’s work schedule with the operation of train service, construction equipment and safety requirements for working within railroad right-of-way, and provisions for storage of materials and equipment and worker safety rules. Subsequent to the Engineer’s Pre-Construction Meeting and prior to commencement to Contract activities, the Engineer will hold a Working on the Railroad Meeting to emphasize these Specifications.

Metro-North Commuter Railroad Company – Permission to Enter Upon Railroad Property

Permission is hereby granted to the Contractor to enter property of the State of Connecticut, under the custody and control of the Connecticut Department of Transportation (hereinafter called "CTDOT") and managed by Metro-North Commuter Railroad Company (hereinafter called "Railroad"), a public benefit corporation and subsidiary of Metropolitan Transportation Authority (hereinafter called "MTA"). The purpose of this permission shall be solely for the purposes outlined in this Contract and under the following terms and conditions:

- A. Location and Access. Permission is hereby granted to the Contractor and its subcontractor(s), if any, to enter the property within the Project Limits identified on the Contract Plans (hereinafter called the "Property").
- B. Liability. The Contractor covenants and agrees to at all times indemnify, protect and save harmless MTA, Railroad, National Railroad Passenger Corporation ("AMTRAK"), Housatonic Railroad Company ("Housatonic"), Providence & Worcester Railroad Company ("P&W"), and CTDOT from and against any and all losses, damages, detriments, suits, claims, demands, costs, and charges which MTA, Railroad, AMTRAK, Housatonic, P&W, or CTDOT may directly or indirectly suffer, sustain, or be subjected to by or on account of Contractors entry upon, occupancy or use of the Property, or the conduct thereon of the Contractor, its subcontractors, officers, employees, agents or invitees, whether such loss or damage be suffered or sustained by MTA, Railroad, AMTRAK, Housatonic, P&W or CTDOT directly or persons (including employees of MTA, Railroad or CTDOT or Corporations who may seek to hold MTA, Railroad, AMTRAK, Housatonic, P&W or CTDOT liable therefor), and whether attributable to the fault, failure or negligence of MTA, Railroad, AMTRAK, Housatonic, P&W or CTDOT or otherwise.
- C. Consideration. The Contractor will pay to the Railroad, the sum of Zero Dollars (\$0.00) for the right to enter upon the Property.

- D. Terms of Permit. The Railroad reserves the right to revoke this permission at any time. Unless subsequently modified, this shall begin with notice to proceed and shall end at Contract completion at which time it shall expire automatically. Under no circumstances shall this temporary permission be construed as granting the Contractor any rights, title or interest of any kind or character in, on, or about the land or premises of MTA or Railroad thereafter. The Permittee agrees to notify the Railroad when use of the Property or work is completed.

DEFINITIONS:

Railroad - Whenever the term "Railroad" is used without further qualification, it shall be taken to mean Metro-North Railroad.

On or Adjacent to - shall be interpreted to include space on, above and below railroad right-of-way operated by Metro-North, as well as space on, above, and below adjacent property which Metro-North determines to affect the safe operations of railroad service.

The Safety Rules - All work shall be performed in accordance with rules, regulations, procedures, and safe practices on the Railroad, FRA, OSHA, NESC and all other government agencies having jurisdiction over this Project.

Authority of the Engineer - This supplements Article 1.05.01 in that all Contract work upon or affecting railroad property, right-of-way or facilities, shall also be subject to the approval of the Chief Engineer, Maintenance of Way of the Railroad or its duly authorized representative, through coordination with the Engineer.

Coordination of Work - The Contractor shall be responsible for the coordination of the work of its subcontractors with respect to the railroad property, right-of-way or facilities.

Track - The space between the rails plus not less than 4-ft outside each rail.

Horizontal Clearance Point - A point 10-ft from the centerline of a track.

Vertical Clearance Point - A point 22'-6" above the top of a running rail unless otherwise authorized by Metro-North.

Traffic Envelope - The area encompassed by the vertical and the horizontal clearance points.

Obstruction - An entering of the traffic envelope, also referred to as fouling.

Occupancy - Any use of track other than direct crossing.

Right-of-Way - The limits of railroad property on either side of tracks.

Use of Track - Obtaining permission from the proper authority at Metro-North for track occupancy.

Conductor/Flagman - A Metro-North employee qualified on the Rules of the Operating Department and qualified on the physical characteristics of the portion of the railroad involved. They are the contact employee qualified to obtain the use of track. Each conductor/flagman will have the proper flagging equipment, up-to-date Metro-North Operating Rules, Metro-North Timetables and Metro-North Safety Rules.

Groundman - Class "A" employee of Metro-North's Power Department authorized to de-energize/re-energize and ground high-tension power lines.

Qualified Metro-North Employee - For the purpose of these instructions, a qualified employee is a Metro-North employee qualified to remove track or tracks from service.

1.0 REQUIREMENTS FOR PERFORMING WORK ON OR ADJACENT TO THE RIGHT OF WAY OF THE RAILROAD

1.1 General

- 1.1.1 The Contractor should note that the proposed work involves construction operations on or adjacent to property owned by CTDOT and operated by Metro-North Railroad. In working near an operating Railroad, great care must be exercised and the Railroad's safety rules must be strictly observed.
- 1.1.2 If while completing the work covered by this Contract, the tracks or other facilities of the Railroad are endangered, the Contractor shall immediately do such work as directed by the Railroad through the Engineer to restore safety. Upon failure of the Contractor to carry out such orders immediately, the Railroad may take whatever steps as are necessary to restore safe conditions. The cost and expense to the Railroad of restoring safe conditions, or of any damage to the Railroad's trains, tracks or other facilities caused by the Contractor's or subcontractor's operations, shall be considered a charge against the Contractor and shall be paid for by him, or may be deducted from any monies due or that may become due him under this Contract.

1.2 Rules and Regulations

- 1.2.1 Railroad traffic shall be maintained at all times, and the Contractor shall conduct all of its operations on or adjacent to the Railroad right-of-way fully within the rules, regulations, and requirements of the Railroad. The Contractor shall be responsible for acquainting himself with such requirements as the Railroad may demand. The Contractor shall include in its bid any expenses occasioned by delay or interruption of its work by reason of the operation or maintenance of the Railroad facilities.
- 1.2.2 The Contractor shall obtain verification of the time and schedule of track occupancy from the Railroad before proceeding with any construction or demolition work on or adjacent to the Railroad right-of-way.
- 1.2.3 All work to be done on or adjacent to the Railroad right-of-way shall be performed by the Contractor in a manner satisfactory to the Railroad and shall be performed at such times and in such manner as not to interfere with the movement of trains or traffic upon the tracks of the Railroad. The Contractor shall use all necessary care to avoid accidents, damage, delay or interference with the Railroad's trains or property.
- 1.2.4 If deemed necessary by the Railroad, it may furnish or assign an inspector who will be placed on the work during the time the Contractor or any subcontractor is performing work under the Contract on Railroad property.

- 1.2.5 Before proceeding with any construction or demolition work on or adjacent to the Railroad's property, a pre-construction meeting shall be held at which time the Contractor shall submit for approval of the Railroad, Plans, computations, and a detailed description of its method of procedure for accomplishing the specific construction work required under this Contract, including methods of protecting Railroad traffic. Such approval shall not serve in any way to relieve the Contractor of its complete responsibility for the adequacy and safety of its methods of procedures.
- 1.2.6 The Contractor shall conduct its work and handle its equipment and materials so that no part of any equipment shall foul an operated track or wire line without the written permission of the Railroad.
- 1.2.7 Equipment shall be considered to be potentially fouling the track when located in such a position that failure of same with or without load brings the equipment within the traffic envelope. No equipment shall be placed in this position without prior approval of the Railroad.
- 1.2.8 Equipment of the Contractor to be used:
 - 1.2.8.1 Equipment of the Contractor to be used adjacent to the tracks shall be in first-class condition so as to fully prevent failures of defective equipment that might cause delay in the operations of trains or damage to Railroad facilities. Its equipment shall not be placed or put into operation adjacent to tracks without first obtaining permission from the Railroad. Under no circumstances shall any equipment or materials be placed or stored within 25-ft from the near rail of a track in operation, unless approved in advance by the Metro-North representative.
 - 1.2.8.2 High rail equipment of the Contractor to be used on the tracks shall be subject to prior approval of the Railroad. The equipment must be inspected and approved in advance at Metro-North's facility by Metro-North inspectors.
 - 1.2.8.3 On track vehicles shall be equipped with a MNR approved tow bar and coupler. Multiple vehicles shall move in tandem and coupled when directed by Metro-North. Movement of on track vehicles shall proceed only under the direct supervision of a qualified MNR employee.
- 1.2.9 Materials and equipment belonging to the Contractor shall not be stored on Railroad property without first having obtained permission from the Engineer and Railroad, and such permission will be on the condition that the Engineer and Railroad will not be liable for damage to such materials and equipment from any cause. The Contractor shall keep the tracks adjacent to the site clear of all refuse

and debris that may accumulate from its operations and shall leave the Railroad property in the condition existing before the start of its operations.

- 1.2.10 The Contractor shall coordinate with the Engineer and the Railroad in order to determine the type of protection required to insure safety and continuity of Railroad traffic incident to the particular methods of operation and equipment to be used on the work.
- 1.2.11 The Railroad will require protection during all periods when the Contractor is working on, or over, the right-of-way of the Railroad, or as may be found necessary in the opinion of the Railroad. When protection is required, refer to Paragraph 1.7.
- 1.2.12 It shall be expressly understood that this Contract includes no work for which the Railroad is to be billed by the Contractor, and it shall be further understood that the Contractor is not to bill the Railroad for any work which he may perform, unless the Railroad gives a written request that such work be performed at its expense.
- 1.2.13 Upon completion of the work, and before final payment is made, the Contractor shall remove from within the limits of the Railroad's right-of-way, all machinery, equipment, surplus materials, falsework, rubbish and temporary buildings, and other property of the Contractor/sub-contractor, and shall leave the right-of-way in a condition satisfactory to the Railroad.

- 1.3 Railroad Protective Services: Railroad protective services will be provided in accordance with the Roadway Worker's Protective Act, Title 49, Part 214, Sub-part C. Railroad protective services will also be performed to insure safe operations of trains when construction work would, in the Railroad's opinion, be a hazard to Railroad operations.
- 1.4 Definition of Hazard: Metro-North has furnished the statements quoted below explaining when they consider a hazard to operations exists.

“Protective services will be required whenever the Contractor is performing work on or adjacent to the Railroad tracks or right-of-way, such as excavating, sheeting, shoring, erection and removal of forms, handling materials, using equipment which by swinging or by failure could foul the track, and when any other type of work being performed, in the opinion of the Railroad, requires such service.”

1.5 Contractor Requirements for Work Affecting the Railroad

- 1.5.1 All matters requiring Railroad Company approval or coordination shall be directed to the Engineer or a duly authorized representative thereof, for forwarding to Metro-North Railroad.
- 1.5.2 Detailed plans and appurtenant data and calculations for any operation which, in the opinion of Metro-North, affect the Railroad, must be submitted to the Engineer or a duly authorized representative thereof, for forwarding to Metro-North Railroad for approval prior to commencement of the work. A Connecticut registered Professional Engineer must stamp all plans and calculations submitted.
- 1.5.3 Permissible Track Outages: Permissible Track Outages are identified in the NOTICE TO CONTRACTOR – WORK ON RAILROAD PROPERTY contained within the Provisions of the Contract. The times identified are the times that the track can be removed from service. If power outages are required, the grounding of the wires will subtract approximately 30 minutes from the outage time.
- 1.5.4 The Contractor shall maintain a minimum of 12-in level shoulder from ends of ties to maintain lateral track support for all excavations and shall not excavate any slope steeper than 1 (vertical) on 2 (horizontal) from the edge of the shoulder. Sheeting shall be required on all excavations where the side of the excavation is intercepted by the Railroad live load influence line. The live load influence line is defined as a line originating at the bottom edge of tie and extending downward at a slope of 1 (vertical) on 1½ (horizontal). Such excavations must be designed to withstand, in addition to all common loads such as soil pressure and hydrostatic pressure, a railroad live load of Cooper E-80.
- 1.5.5 The Contractor shall be required to design and install protective scaffolding over the right-of-way where, at the sole discretion of the Railroad, such scaffolding is necessary to protect the Railroad from possible falling debris; paint or other materials; to protect personnel working about the right-of-way or to provide a platform for personnel, materials and/or equipment. Said scaffolding shall be designed for live load of 200 lbs./sq. ft applied uniformly over the entire structure and a 2 kips concentrated load placed anywhere on the structure. The two loads are not to be applied simultaneously for design purposes.
- 1.5.6 All excavation areas within or near interlocking limits shall be located by the Contractor and inspected by Metro-North Railroad for the purpose of determining conflicts with underground facilities.

Exploratory trenches, 36-in deep and 15-in wide in the form of an “H” with outside dimensions matching and outside of sheeting dimensions are to be hand dug, in areas where railroad underground

- installations are known to exist. These trenches are for exploratory purposes only and are to be backfilled and compacted immediately. All work outlined above must be done in the presence of a Railroad inspector.
- 1.5.7 Cavities adjacent to sheet piling, created by driving of sheet piling, shall be filled with sand and any distributed ballast must be restored and tampered immediately.
 - 1.5.8 Sheet piling shall be cut off at top of tie during construction and at 36-in below bottom of tie after construction just prior to completion of back filling.
 - 1.5.9 Plans and calculations for sheeting and scaffolding must be submitted to the Engineer for forwarding to the Railroad for approval prior to construction. A Connecticut registered Professional Engineer must stamp plans and calculations.
- 1.6 Requirements for Erection, Demolition and Other Rigging Operations On or Adjacent to Railroad Right-of-Way: The Contractor shall be required to furnish the following information to the Engineer or a duly authorized representative thereof, for forwarding to Metro-North Railroad for their approval prior to the start of any rigging operation over or adjacent to the Railroad right-of-way:
- 1.6.1 Plan view showing locations of cranes, boom length and rigging operating radii, with delivery or disposal locations shown.
 - 1.6.2 Crane rating sheets showing crane(s) to be adequate for 150% of the lift. Crane and boom nomenclature is to be indicated.
 - 1.6.3 Plans and computations showing weight of pick.
 - 1.6.4 Location plan showing obstructions, indicating that the proposed swing is possible.
 - 1.6.5 Plans showing locations and details of mats, planking or special decking as may be required by the Railroad.
 - 1.6.6 Written statement from crane owner giving date of last crane condition and safety inspection and the results of said inspection.
 - 1.6.7 Data sheet listing number, type, size and arrangement of slings, spreader bars or other connecting equipment. Include copies of catalog or information sheets of specialized equipment. All such equipment shall be shown adequate to safely carry 150% of the calculated loading.
 - 1.6.8 A complete procedure is to be included, indicating the order of lifts and repositioning or rehitching of the crane or cranes.
 - 1.6.9 Temporary support of any components or intermediate stages is to be shown.
 - 1.6.10 A time schedule of the various stages must be shown, as well as a schedule for the entire lifting procedure.

- 1.6.11 A Connecticut licensed Professional Engineer must stamp all erection, demolition and rigging plans and calculations submitted to the Railroad.
 - 1.6.12 Operations directly on or adjacent to the operating right-of-way will be performed only at times and under conditions specified by the Railroad's representative.
- 1.7 Ordering Protective Personnel: Metro-North will furnish protective personnel (flagmen, inspectors, maintenance personnel and similar labor) to protect the operation of train traffic during the Contractor's construction activities. Railroad protective services will also be provided in conformance with the Roadway Worker's Protective Act. There will be no charge to the Contractor for Metro-North protective personnel. It is agreed that the providing (or failure to provide) of any conductors, flagmen, groundmen or other employees shall not relieve the Contractor from liability or payment for any damage caused by its operations.
- 1.7.1 The Contractor must obey all instructions from Metro-North representatives on the job site promptly. Failure to follow instructions shall be deemed sufficient cause for closing the job site to the Contractor and its employees.
 - 1.7.2 The Railroad will at its sole discretion, determine the need for and the availability of protective, support personnel. The Railroad will provide protective forces to the extent possible considering operational and maintenance priorities. The Railroad makes no guarantee that protection personnel will be available to meet the Contractor's preferred schedule. Further, no such work may actually commence until the assigned Railroad representative affirmatively advises the Contractor that the necessary protective forces are stationed and that he may proceed.
 - 1.7.3 The assessment of the need for protective services will be based upon a Weekly Railroad Coordination Meeting. At these meetings the Contractor shall provide a Bi-weekly Schedule that will begin on the following Saturday. The furnishing of these schedules shall be in accordance with other Contract provisions. Based on that schedule the Railroad will determine the Protective Service required for the two-week period. Protective services will be reserved for the following week beginning on the Saturday and ordered for the second week of the schedule. It will be the Contractor's responsibility to perform work in accordance with its approved schedule. Variations from the approved schedule may result in additional and unnecessary costs to the Engineer, Railroad and Contractor.

The Contractor shall base its operations on a 5-consecutive-day work week. The hours of operation during this time shall remain constant. Multiple shifts may be worked.

The Contractor must demonstrate maximum use of protective service personnel ordered. Failure to do so may cause the inability to consistently obtain services.

- 1.7.4 Requests to cancel construction activities and subsequently, the scheduled protective personnel will be also determined at the Weekly Railroad Coordination Meeting held on the Tuesday. At these meetings, the previously scheduled protective service for the week beginning on the following Saturday may be canceled. This will be the only time for cancellation. No ordering of Protective services for the following week will be allowed.
- 1.7.5 The Contractor shall be held responsible for its subcontractors and suppliers. Weather conditions are considered the only acceptable excuse for nonperformance and only on work items that have been identified and agreed to have been weather dependent when scheduled. Activities not presented on the Bi-weekly schedule at the Railroad Coordination Meeting will not be able to commence until it has been inserted into the schedule and presented at the next Protective Service Meeting.
- 1.7.6 Work that requires the support of Railroad personnel shall not be scheduled on the following days, unless the work is of an emergency nature:

- New Year's Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day Following Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve
- The Saturday and Sunday preceding a Monday holiday.
- The Saturday and Sunday following a Friday holiday.
- The Friday and Monday preceding and following a weekend holiday.

1.8 Requirements for Requesting Track Outages

Track outages as described in the plans and specifications must be requested at the weekly Railroad Construction Coordination Meeting held on the Tuesday for the following week (Saturday through Friday) in which the outage is requested.

- 1.8.1 All procedures, material and equipment must be approved and on site prior to accepting the track outages request.
- 1.8.2 Track outages will be granted based on need for constructability not for convenience.
- 1.8.3 The Contractor must demonstrate the maximum use of track outages by coordinating its activities and work so that various elements and multiple activities are performed during approved outages. Failure to consistently utilize track outages may cause the inability to gain approval of future requests for outages.
- 1.8.4 No new track outages may be initiated the weekend preceding or following the following holidays: Thanksgiving, Christmas, and New Year's. However, long-term continuous outages may extend through these periods.

1.9 Catenary and Transmission Systems/Power Outages

1.9.1 Catenary and Transmission Systems - The Contractor shall assume that all the wires on the Railroad Company are energized at all times and must be governed by the restrictions imposed by the Railroad with respect to such electrical circuits. Should it become necessary, in the opinion of the Railroad Engineer to de-energize any wire or wires to insure safety of operation, such wires will be de-energized by the Railroad only during such period that will not interfere with the Railroad's operation. When the de-energizing and re-energizing of wires is deemed necessary, a representative of the Power Department of the Railroad must be on duty and present to arrange for the same. He will notify the Contractor in writing when the wires have been de-energized and also when said wires are to be re-energized.

1.9.1.1 The Contractor is advised that the overhead electrification will remain in place for the duration of the entire project, except where called for on the drawings and in the specifications.

1.9.1.2 Track rails of the Railroad are energized. Particular care must be taken to see that no contact is made between adjoining rails with any material which is a good conductor of electricity when dry, or material of any nature when wet. Particular care is necessary when any work involving the use of chains, steel rods, cables, pipes, etc., is done. Since the

Contractor shall assume the wires and rails of the Railroad will be energized at all times, the Contractor shall require all of its employees, sub-contractors, and others to sign a form similar to the form shown in the NOTICE TO CONTRACTOR – WORK ON RAILROAD PROPERTY contained within the Provisions of the Contract.

1.9.2 Power Outages

1.9.2.1 Catenary Power Outages - A catenary power outage must be scheduled concurrently with a track outage for the track and is restricted to the same periods as specified in the plans and specifications.

1.9.2.2 Metro-North Railroad Power and Signal Distribution Feeder Outages - Outages for feeders can be allowed only during off-peak hours. These outages should be requested at the weekly Railroad Construction Coordination meeting held on the Tuesday for the following week (Saturday through Friday). One set (north or south) side of Railroad of power and signal feeders must be maintained energized at all times.

NOTE: During peak (5:00 a.m. to 10:00 a.m. and 3:30 p.m. to 10:00 p.m., Monday thru Friday) hours of Railroad traffic, both sets (north and south) of power and signal feeders must be energized.

1.10 Safety for Contractor's Employees Working on or Adjacent to the Right-of-Way of the Railroad

1.10.1 Personal Protection Equipment

1.10.1.1 Approved hard hats must be worn by all Contractor employees while on the right-of-way in yard, shop facilities, and construction and/or work sites. Approved safety eyewear must be worn by all Contractor employees while on right-of-way, in yard, shop facilities and construction and/or work sites and in the operating control cab of a moving locomotive or train. Department head and Director of Safety must jointly approve any exclusion.

1.10.1.2 Metro-North Safety Engineer approved reflectorized vest or clothing must be worn by all Contractor employees while on or about tracks and right-of-way and in yards.

1.10.1.3 Other protective equipment such as goggles, face shields, safety belts, floatation vests, gloves and respirators shall be issued by the Contractor when required. Protection devices

for hearing conservation may be used when determined necessary and safe to do so.

1.10.2 Possession or use of Drinking Intoxicants and Narcotics

1.10.2.1 The use of intoxicants, narcotics, marijuana, amphetamines or hallucinogens or while on duty, is prohibited and is sufficient cause for dismissal. Contract employees under medication before or while on duty, must be certain that such use will not affect the safe performance of their duties.

1.10.3 Surveying Equipment

1.10.3.1 Measuring tape must be non-metallic to avoid shunting the signal system electric circuits. This will occur when a metallic object is laid across the top of two rails of any track.

1.10.3.2 Electrically rated fiberglass elevation rods are to be used to avoid injury in the event contact is made with energized catenary or signal/communication lines. Elevations of catenary wires must be obtained by or under direct supervision of a qualified Metro-North Class "A" groundman.

1.10.4 On or About Track

1.10.4.1 Contractor employees must walk on tracks or cross tracks only when necessary, and when accompanied by or with permission from a qualified Metro-North employee.

1.10.4.2 Contractor employees must not enter track unless it is necessary in performance of their duty.

1.10.4.3 The possession of an umbrella on or about tracks is prohibited.

1.10.4.4 Do not rest any object on shoulder while close to moving train.

1.10.4.5 Expect equipment to move on any track, in either direction, at any time. Contractor employees must look in both directions and have permission from a qualified Metro-North employee before:

- a. Fouling track
- b. Crossing track
- c. Going between or around end of equipment or structure

- d. Moving out from between or under equipment of structure
- e. Getting on or off equipment
- f. Performing any other applicable operation

1.10.4.6 When crossing tracks have permission from a qualified Metro-North employee. Always use approved walkways when available; otherwise take the shortest safe route after looking in both directions. If more than one track is to be crossed, stop and look before crossing each track.

1.10.4.7 When required by a conductor/flagman or other qualified Metro-North employee to vacate tracks, the Contractor employees must comply immediately.

1.10.5 Catenary Electric Systems

1.10.5.1 All overhead wires must be considered energized (LIVE) at all times except when it is known they have been de-energized and properly grounded.

1.10.5.2 Until after wires are de-energized and properly grounded, all Contractor employees must not approach within 10-ft of transmission systems wires, catenary system or signal power wires.

1.10.5.3 At the beginning of each tour of duty, the Class "A" groundman will instruct the Contractor foreman and each Contractor employee in the crew of the dangers surrounding them, calling their particular attention to any hazards to be encountered by the nature of the work to be done.

1.10.5.4 If in the opinion of the Class "A" groundman, any Contractor employee in the crew does not understand the instructions due to not having a proper knowledge of the English language, or for any other reason, such person shall not be permitted to work, or observe.

1.10.5.5 When clearances have been obtained and the wires, equipment or apparatus properly grounded, the Class "A" groundman will indicate to the Contractor foreman and the crew the location of wires, equipment or apparatus from which power has been removed and the location of the grounding devices applied. The Class "A" groundman must obtain on standard form, the signature of the Contractor foreman indicating that he and the crew have been so instructed, and will confine their work within the limits as outlined to them by the Class "A" groundman.

1.10.5.6 When the Class "A" groundman leaves its crew for any

reason, he must notify the Contractor foreman and each person in the crew to stop all work in the vicinity of the wires, personally assuring himself that all persons have moved to a safe distance away from its departure. The Class "A" groundman will obtain the signature of the Contractor foreman on standard form, that he and the crew have been informed that the Class "A" groundman is leaving the gang and they will not resume work until advised to do so on return of the Class "A" groundman.

1.10.5.7 When the clearances are to be released, the Class "A" groundman will inform the Contractor foreman and each other Contractor employee and will personally observe that all persons have moved to a safe distance from the wires, equipment or apparatus to be energized, before removing the grounding devices. He will obtain the signature of the Contractor foreman, on a standard form, stating that he and the gang have been advised that the wires, equipment or apparatus will be energized, and that they will remain at a safe distance from them until informed otherwise by the Class "A" groundman.

1.10.5.8 The Class "A" groundman will inform the Contractor foreman if any Contractor employee on the job is unsafe and will not comply with instructions. If trouble is experienced with the Contractor foreman in maintaining safe working conditions, the Class "A" groundman will immediately notify its supervisor.

1.10.6 Aerial Catenary Construction by Qualified Contractor Employees

1.10.6.1 Aerial catenary work included in this Section shall include all overhead wire work included in the portion of the Contract.

1.10.6.2 Aerial catenary work by the Contractor shall be done in accordance with the Railroad's safety rules and in accordance with the NEC.

1.10.6.3 Due to the specialty nature of the work, limited construction periods available, and high quality of work required, the aerial catenary construction included within the Contract is to be done only by qualified Contractor employees. Only Contractor employees that meet the requirements of the International Brotherhood of Electrical Worker's standards for Journeyman Lineman and who have successfully completed a Metro-North power orientation class shall be considered for the work of this Section. The power orientation class will be given periodically and will

require less than one-half day to complete. Approval for qualification shall be determined by Metro-North and that approval shall not be unreasonably withheld.

1.10.6.4 Metro-North approved Journeyman Lineman shall be issued identification as workers qualified to perform aerial catenary work. Qualified Contractor employees shall work according to the Railroad's MN-290 Electrical Operating Instructions. Qualified employees are authorized and expected to work to within 36-in of 13.5 kV energized overhead catenary. Contractor employees shall not de-energize circuits, place initial grounds, or provide protection for others.

1.10.6.5 Apprentice Lineman shall be permitted to assist qualified Journeyman Lineman and work under their direct supervision. Apprentice lineman are prohibited from coming closer than 10-ft from all overhead wires or circuits regardless of whether they have been de-energized or not.

1.10.7 Safety Program and Plan

1.10.7.1 Prior to the commencement of work the Contractor shall submit a Working on the Railroad Safety Plan that will include a Program to implement the plan to the Engineer or a duly authorized representative for forwarding to the Railroad for review of compliance with this specification. This plan is separate to the Health and Safety Plan required for other aspects of the project (i.e., lead, excavations, etc.).

1.10.7.2 Each employee of the Contractor, subcontractor or others on site shall be given an initial training session prior to being allowed to work on the project, but not on the Railroad Right of Way, at this session the following will be furnished to the employee:

- a. Safety Orientation for Contract Employees Working on Metro-North Property produced by the Safety Engineer of Metro-North.
- b. Safety Inspection Checklist
- c. List of the applicable publications referenced in these specifications with respect to safety and where they are located for review if necessary. The list shall include, but not be limited to, such regulatory standards and mandates, i.e., OSHA, NIOSH, DOL, NFPA, EPA, FRA, MSDS, etc.
- d. Copy of the applicable corporate safety plan.

- e. Copy of the project Railroad Safety Plan or other project related plans.

The employee shall sign the standard form for acknowledgement of the above-noted documents.

1.10.7.3 As soon as possible after the initial training, the employee shall also be given a one-hour training session administered by Metro-North Safety Engineer or its representative. All employees receiving this training will receive a Registered Hard Hat sticker that will identify them from the employees with initial training on the project. No Contractor employees are permitted on the Railroad right-of-way without this training.

1.10.7.4 The Contractor shall hold "TOOL BOX" safety meetings for their employees at least once a week that will be documented and attendees listed.

1.10.7.5 The Contractor personnel shall attend a monthly Metro-North Safety Meeting.

2.0 INSURANCE REQUIREMENTS – METRO-NORTH RAILROAD

2.1 Submission of Insurance: The Contractor engaged in work on the project shall be required, before the Contractor begins work on the project, to provide and to maintain in force during the course of the project, at no cost to Metro-North, insurance described in Paragraph 2.2. These insurance policies are in addition to any other forms or insurance or bonds required under the Terms of the Contract.

2.2 Insurance: The Contractor shall furnish evidence that, with respect to the operations it performs, carries Workmen's Compensation Insurance and Public Liability and Property Damage Insurance covering all the Contractor's operations in any way connected with the project, and to furnish evidence of such policy to Metro-North.

2.2.1 Contractor's Public Liability and Property Damage Insurance – The Contractor shall furnish evidence that, with respect to the operations it performs, it carries regular Contractor's Public Liability Insurance providing for a limit of not less than \$2,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

2.2.2 Contractor's Protective Public and Property Damage Liability Insurance – The Contractor shall furnish evidence that, with respect to the operations performed by Subcontractors, it carries in its own behalf regular Contractor's Protective Public Liability Insurance providing for a limit of

not less than \$2,000,000, single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence.

- 2.2.3 Railroad's Protective Public Liability Insurance – In addition to the above, the Contractor shall furnish evidence that, with respect to the operations it or any of its subcontractors perform, it has provided Railroad Protective Public Liability Insurance (AAR-AASHTO Form) in the name of the Metro-North Railroad providing for a limit of not less than \$2,000,000 single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of all persons in any one occurrence for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Such insurance shall be furnished with an aggregate of less than \$6,000,000 for all damages as a result of more than one occurrence. The named insured shall include:

Metro-North Commuter Railroad
Metropolitan Transportation Authority of New York
Connecticut Department of Transportation
Consolidated Rail Corporation
National Railroad Passenger Corporation
Providence and Worcester Railroad Company

The insurance hereinbefore specified shall be carried until all work on the project is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force until all work is satisfactorily completed shall constitute a violation of the project Contract.

The Contractor shall furnish to Metro-North a signed copy of the policy for Contractor's Public Liability Insurance and Protective Public Liability Insurance and the original copy of the Railroad Protective Public Liability Insurance. If any work is subcontracted, the Contractor shall furnish a signed copy of the policy for Contractor's Public Liability Insurance.

This policy shall be endorsed to the effect that for the purposes of this insurance, the employees of the Railroad Company, as listed below, shall be considered the same as regular employees of the Contractor:

2.2.3.1 Any watchman, flagman and similar employee who is employed by the Railroad Company and is specifically assigned or furnished by the Railroad Company for work in connection with the Project.

2.2.3.2 Any employee of the Railroad Company while operating the work trains or other equipment while engaged in the performance of work directly involved in this Contract.

2.2.4 The insurance described in Paragraphs 2.2.1, 2.2.2 and 2.2.3 above, shall be endorsed to provide for not less than 30 days advance written notice to Metro-North of any change or cancellation of policies. Said notice shall be sent to the individual identified in the NOTICE TO CONTRACTOR – WORK ON RAILROAD PROPERTY contained within the Provisions of the Contract. Work may not proceed on Metro-North property until all insurance requirements have been met to the satisfaction of Metro-North's Engineer.

3.0 COSTS ASSOCIATED WITH THIS SPECIFICATION

- 3.1 There shall be no direct payment for this work, regulatory requirements, traffic regulation, administering of the specification, coordination and incidentals to fulfill the requirements of this specification. The cost thereof will be considered as included in the general cost of the work and distributed in all items.
- 3.2 Any work, material's supplied, inspections and protective services by Metro-North as described in the plans and specification expressly needed for the construction of the project will be compensated by the Engineer on a separate agreement.”

SECTION 1.20-1.06 – CONTROL OF MATERIALS FOR FACILITIES CONSTRUCTION

1.20-1.06.01 – Facilities Construction - Source of Supply and Quality

Delete the 9th paragraph: “When one manufacturer’s product . . . and Materials Certificate.”

Article 1.20-1.06.05 – Facilities Construction - Shipping Materials

Add the following:

All vehicles transporting materials on highways and bridges in the State shall comply with all the vehicle regulations of the Connecticut General Statutes and regulations of Connecticut State Agencies as they apply to vehicle length, width, height and weight.

Any vehicle, either loaded or unloaded, will not be allowed to travel across any bridge or on any highway when such vehicle exceeds the legal limits or posted limits of such bridge or highway without a permit. The owner of the vehicle must apply to the Department for a permit for such travel, as provided in the statutes.

The General Statutes include the following limitations:

Vehicle Width (Section 14-262(a)(1)) - The width of a vehicle and combination vehicle and trailer, including its load, is limited to 8 feet 6 inches, without a permit.

Vehicle Length (Section 14-262(c)) - The length of the semitrailer portion of a tractor-trailer unit, including its load, is limited to 48 feet, without a permit.

Vehicle Height (Section 14-264) - The height of a vehicle, with its load, is limited to 13 feet 6 inches, without a permit.

Vehicle Weight (Section 14-267a(b)(7)) - The gross vehicle weight (weight of vehicle including its load) is limited to 80,000 pounds on 5 axles for vehicles with a 51 foot wheelbase, without a permit.

Axle Weights of Vehicles (Section 14-267a) - For the above five axle vehicle, weight on a single axle may not exceed 22,400 pounds or in the case of axles spaced less than 6 feet apart, 18,000 pounds.

On Department projects, in accordance with the Commissioner’s policy, any member or component, either temporary or permanent, that measures 120 feet or less and weighs no greater

than 120,000 pounds, is transportable via an authorized permit route established by the Department provided the individual axle weights on the vehicle and trailer transporting the member or component do not exceed 20,000 pounds.

Members and components, shown in the contract documents, that exceed the above length and weight limits have been reviewed by the Department's Oversize and Overweight Permits Section and are transportable via an authorized permit route established by the Department provided the individual axle weights on the vehicle and trailer transporting the member or component do not exceed 20,000 pounds.

All permits to transport materials are subject to shipping times established by the Department's Oversize and Overweight Permits Section

Applications for permits, required to transport materials, shall be submitted a minimum of two weeks prior to their required use, to the Department's Oversize and Overweight Permits Section.

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

Article 1.20-1.07.07 – Facilities Construction - Safety and Public Convenience

Delete the article in its entirety and replace it with the following:

1.07.07—Safety and Public Convenience: The Contractor shall conduct the Project work at all times in such a manner as to ensure the least possible obstruction to traffic. In a manner acceptable to the Engineer, the Contractor shall provide for the convenience and interests of the general public; the traveling public; parties residing along or adjacent to the highway or Project Site; and parties owning, occupying or using property adjacent to the Project Site, such as commuters, workers, tenants, lessors and operating agencies.

Notwithstanding any other Contract provision, the Contractor shall not close to normal pedestrian or vehicular traffic any section of road, access drive, parking lot, sidewalk, station platform, railroad track, bus stop, runway, taxiway, occupied space within a Site, or occupied space within a building, except with the written permission of the Engineer.

All equipment, materials, equipment or material storage areas, and work areas must be placed, located, and used in ways that do not create a hazard to people or property, especially in areas open to public pedestrian or vehicular traffic. All equipment and materials shall be placed or stored in such a way and in such locations as will not create a hazard to the traveling public or reduce sight lines. In an area unprotected by barriers or other means, equipment and materials must not be stored within 30 feet of any traveled way.

The Contractor must always erect barriers and warning signs between any of its work or storage areas and any area open to public, pedestrian, or vehicular traffic. Such barriers and signs must comply with all laws and regulations, including any applicable codes.

The Contractor must arrange for temporary lighting, snow and ice removal, security against vandalism and theft, and protection against excessive precipitation runoff within its Project work and storage areas, and within other areas specifically designated in the Contract.

In addition to meeting the requirements of Section 9.71, the Contractor shall take all precautions necessary and reasonable for the protection of all persons, including, but not limited to, employees of the Contractor or the Department, and for the protection of property, until the Engineer notifies the Contractor in writing that the Project or the pertinent portion of the Project has been completed to the Engineer's satisfaction.

The Contractor shall comply with the safety provisions of applicable laws, including building and construction codes and the latest edition of the CFR. The Contractor must make available for reference in its field office, throughout the duration of the Project, a copy of the latest edition and all supplements of the CFR pertaining to OSHA.

The Contractor shall make available to the Contractor's employees, subcontractors, the Engineer, and the public, all information pursuant to OSHA 29 CFR Part 1926.59 and The Hazard Communication Standard 29 CFR 1910.1200, and shall also maintain a file on each job site containing all MSDS for products in use at the Project. These MSDS shall be made available to the Engineer upon request.

The Contractor shall observe all rules and regulations of the Federal, State, and local health officials. Attention is directed to Federal, State, and local laws, rules, and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the worker's health or safety.

Safety Plan: Before starting work on the Project, the Contractor shall submit to the Engineer a written Safety and Health Plan (hereinafter referred to as the "Plan"). The Plan shall meet or exceed the minimum requirements of this Subsection and any applicable State or Federal regulations.

The Plan shall apply to any work under the Contract whether such work is performed, by way of example and not limitation, by the Contractor's forces, subcontractors, suppliers, or fabricators.

The Plan shall be prepared by the Contractor and submitted to the Engineer for review before the actual start of work on the Project. Within ten (10) calendar days of receipt, the Engineer will determine whether or not the Plan meets the requirements of this Specification. If the Plan does not meet the requirements of this Specification, it will be returned for revision. Work on the Project may not proceed until the Engineer has accepted the Plan. Nothing herein shall be construed, however, to relieve the Contractor from responsibility for the prosecution of the Project.

The Plan shall conform to the following general format:

1. General Introduction.

- a. Description.** The general introduction of the Plan shall include a statement by the Contractor describing its commitment to maintain a safe work environment for its employees, Department representatives, and the public. Implementation procedures and company policies relative to safety shall be summarized or referenced in the Plan.
 - i. The Plan shall include the names, addresses, and telephone numbers of the Contractor's Project Manager, Project superintendent and/or its designee for safety oversight, all competent persons, and the traffic control coordinator. Any changes to the safety management and oversight for the Project shall be promptly communicated to all concerned.
 - ii. The Plan shall provide guidelines for protecting all personnel from hazards associated with Project operations and activities.
 - iii. The Plan shall establish the policies and procedures that are necessary for the Project to be in compliance with the requirements of OSHA and other State and

Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the work is in progress.

- b. Responsibility, Identification of Personnel, and Certifications.** The Contractor is solely responsible for creating, implementing, and monitoring the Plan.
- i. The Contractor shall identify and designate on-site supervisory level personnel who shall be responsible for implementing and monitoring the Plan at all times throughout the duration of the Project and shall have authority to take prompt corrective measures to eliminate hazards including the ability to stop work activities.
 - ii. Documentation of training provided to the on-site supervisory level personnel shall be included as part of the Plan.
 - iii. For any work activities wherein the Contractor has identified a competent person as defined by OSHA, that person shall be capable of identifying existing and predictable hazards and have the authority to take prompt corrective measures to eliminate the hazards, including the ability to stop work activities.
 - iv. Documentation of the qualifications of such competent persons identified, including any certifications received, shall be included as part of the Plan.
 - v. The Contractor shall further identify the qualified safety professional responsible for developing the Plan and shall provide that person's qualifications for developing the Plan which shall include, but not be limited to, education, training, certifications, and experience in developing this type of Plan.
 - vi. The Plan shall contain a certification executed by the qualified safety professional that developed the Plan, stating that the Plan complies with OSHA and other applicable State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the work is in progress.

2. Elements of the Plan. The Plan shall address, but not be limited to, the following elements:

a. Management Safety Policy and Implementation Statement.

- i. The Plan shall describe in detail the means by which the Contractor shall implement and monitor the Plan. Implementation and monitoring shall also mean that the Plan shall be a document with provision for change to update the Plan with new information on a yearly basis at a minimum and shall include new practices or procedures, changing site and environmental conditions, or other situations that could adversely affect site personnel. The Plan shall provide guidelines for protecting all personnel from hazards associated with Project operations and activities.

b. Emergency Telephone Numbers.

c. Personnel Responsibilities.

- i. Management responsibilities
- ii. Responsibilities of Supervisor(s)
- iii. Site safety officer(s) responsibilities
- iv. Employee responsibilities
- v. Competent person(s) as defined by OSHA responsibilities

d. Training.

- i. Regulatory
- ii. Documentation
- iii. Site hazard assessment -Daily employee awareness of site operations
- e. Safety Rules.**
 - i. General safety rules
 - ii. Personal protective equipment
 - iii. Housekeeping
- f. Safety Checklists.**
 - i. Project safety-planning checklist
 - ii. Emergency plans and procedures checklist
 - iii. Documentation checklist
 - iv. Protective materials and equipment checklist
- g. Traffic Control Coordinator Inspections.**
 - i. Responsible person
 - ii. Frequency
 - iii. Documentation of actions taken
- h. Record Keeping.**
 - i. OSHA 200 log
- i. Reporting.**
 - i. Accident(s)
 - ii. On site
 - iii. Legal notice requirement
 - iv. Public liability
 - v. Property damage
 - vi. Department of Labor
 - vii. Hazard Communications
- j. Additional Procedures for Project Specific Situations as Applicable.**
 - i. Compressed gas cylinders
 - ii. Confined spaces
 - iii. Cranes
 - iv. Crystalline silica (stone, masonry, concrete, and brick dust)
 - v. Electrical
 - vi. Equipment operators
 - vii. Fall protection
 - viii. Hand and power tools
 - ix. Hearing conservation
 - x. Highway safety
 - xi. Lead health and safety plan
 - xii. Lock out/tag out
 - xiii. Materials handling, storage, use, and disposal
 - xiv. Areas of environmental concern
 - xv. Night work
 - xvi. Personal protective equipment
 - xvii. Project entry and exit
 - xviii. Respiratory protection

- xix. Sanitation
- xx. Signs, signals, and barricades
- xxi. Subcontractors
- xxii. Trenching

3. Appendix for Environmental Health and Safety Plan (HASP). If environmental hazards are identified in the Contract, an Environmental HASP shall be included in an appendix to the Plan, or in a separate document. References to any Environmental HASP shall be included within the Plan, where appropriate.

The Plan shall be kept on the site and shall apply and be available to all workers and all other authorized persons entering the work site. Copies of all updates to the Plan shall be promptly supplied to the Engineer.

If at any time during the Project the Engineer determines that the Contractor is not complying with the requirements of this provision or the updated Plan, the Contractor shall correct such deficiencies immediately. Failure to remediate such deficiencies may result in suspension of the Contractor's operations until the deficiencies have been corrected. Suspensions ordered due to safety deficiencies will not be considered compensable or excusable delays.

The Contractor is responsible for implementation of the Plan. Pursuant to Article 1.07.10, the Contractor shall indemnify, and save harmless the State from any and all liability related to the Plan in proportion to the extent that the Contractor is held liable for same by an arbiter of competent jurisdiction.

The Contractor shall allow onto the Project site any inspector of OSHA or other legally responsible agency involved in safety and health administration upon presentation of proper credentials, without delay and without the presentation of an inspection warrant.

SECTION 1.20-1.07 - LEGAL RELATIONS AND RESPONSIBILITIES

Article 1.20-1.07.10 - Contractor's Duty to Indemnify the State against Claims for Injury or Damage:

Add the following after the only paragraph:

“It is further understood and agreed by the parties hereto, that the Contractor shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the State and the Contractor, unless requested to do so by the State.”

SECTION 1.20-1.08 – PROSECUTION AND PROGRESS FOR FACILITIES CONSTRUCTION

Article 1.20-1.08.01 – Facilities Construction - Transfer of Work or Contract

Add the following after the last paragraph:

For any dispute regarding prompt payment, the alternate dispute resolution provisions of this article shall apply. The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements. Failure of the Contractor to comply with the provisions of this section may result in a finding that the Contractor is nonresponsible as a bidder for a Department contract.

The Contractor shall pay the subcontractor for work performed within thirty (30) days after the Contractor receives payment for the work performed by the subcontractor. Withholding retainage by the Contractor, subcontractor or lower tier subcontractors is not allowed.

For the purpose of this Item, satisfactory completion shall have been accomplished when:

- (1) The subcontractor has fulfilled the contract requirements of both the Department and the subcontract for the subcontracted work, including the completion of any specified material and equipment testing requirement or plant establishment period and the submission of all submittals (i.e.: certified payrolls, material samples and certifications, required state and federal submissions, etc.) required by the specifications and the Department, and
- (2) The work done by the subcontractor has been inspected and approved by the Department and the final quantities of the subcontractor's work have been determined and agreed upon.

If the Contractor determines that a subcontractor's work is not complete, the Contractor shall notify the subcontractor and the Engineer, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Engineer within twenty-one (21) days of the subcontractor's request for release of retainage.

The Engineer will institute administrative procedures to expedite the determination of final quantities for the subcontractor's satisfactorily completed work.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 1.20-1.07.12, "Facilities Construction - Contractor's Responsibility for Work."

The inspection and approval of the subcontractor's work does not release the subcontractor from its responsibility for maintenance and other periods of subcontractor responsibility specified for the subcontractor's items of work. Failure of a subcontractor to meet its maintenance, warranty and/or defective work responsibilities may result in a finding that the subcontractor is non-responsible on future subcontract assignments.

Payment for work that has been performed by a subcontractor does not eliminate the Contractor's responsibilities for all the work as defined in Article 1.20-1.07.12, "Facilities Construction - Contractor's Responsibility for Work."

Payment for work that has been performed by a subcontractor also does not release the subcontractor from its responsibility for maintenance and other periods of subcontractor. For any dispute regarding prompt payment, the alternate dispute resolution provisions of this article shall apply.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Contractor to comply with the provisions of this section may result in a finding that the Contractor is nonresponsible as a bidder for a Department contract.

1.20-1.08.03 – Facilities Construction – Prosecution of Work

Add the following:

The Contractor is advised that portions of the Contract work are dependent on the Contractor's work activities being completed to allow the follow-on work by MNR (Refer to "Notice To Contractor – Metro-North Railroad Force Account Work and Coordination"). Additionally, certain portions of the Contractor's work can not start until MNR completes its work."

The existing Rail Yard is protected by a perimeter security fence. The Contractor is advised that a secure Rail Yard perimeter must be maintained at all times. Any work activities that have the potential to compromise the secure perimeter or require modifications to or relocations of security fencing must be authorized in advance by the Engineer.

"The Project staging and sequence of construction is depicted in a series of plan drawings titled "Construction Staging". No change to the Project staging will be allowed without prior approval of the Engineer.

1.20-1.08.04 – Facilities Construction – Limitation of Operations

Add the following:

"Refer to "Notice To Contractor – Limitation of Contractor Operations" for additional limitations."

1.20-1.08.07 – Facilities Construction - Determination of Contract Time

Delete the second, third, and fourth paragraphs and replace with the following:

“When the Contract time is stated on a calendar-day basis, that time shall be the number of consecutive calendar days contained in the Contract period designated in the Contract, INCLUDING the time period from each December 1 through the following March 31. The Contract time will begin to run on the date designated in the Engineer's “Notice to Proceed” as the date for commencement of the Project, and the time will be computed as herein provided on a consecutive-day basis, including all Saturdays, Sundays, holidays, and non-work days.”

1.20-1.08.08 - Facilities Construction - Extension of Time

Delete the last paragraph (“If an approved extension . . . until the following April 1.”).

Delete the second paragraph (“The Contractor’s plea . . . of the additional time requested.”) and replace with the following:

“The Contractor's plea that insufficient Contract time was allowed under the Contract before commencement of the Project is not a valid reason for extending the Contract time. Requests for an extension of time, with adequate substantiation, and supported by the schedules submitted previously under the Project Coordinator Item (Level One or Two) as applicable, must be presented within 60 calendar days from the event that is the basis of the request or from the first effect of such an event on the Project. The Contractor will be responsible for providing all the documentation necessary to support the reasonableness of the additional time requested.”

1.20-1.08.09 - Facilities Construction - Failure to Complete Work on Time

Delete the second paragraph (“If the last day of the initial . . . the Project is completed”), and replace with the following:

“Liquidated damages as specified in the Contract shall be assessed against the Contractor per calendar day from that day until the date on which the Project is completed.”

**SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY
BUSINESS ENTERPRISES**

(SET-ASIDE)

March,
2001

NOTE: Certain of the requirements and procedures stated in this "Special Provision" are applicable prior to the execution of the Contract.

I. GENERAL

- A. The Contractor shall cooperate with the Connecticut Department of Transportation (CTDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprise" use on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes as revised. References, throughout this "Special Provision", to "Small Contractors" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions. The Contractor shall also cooperate with CTDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this "Special Provision", the "Small Contractor(s)" and "Minority Business Enterprise(s)" named to satisfy the set-aside requirement must be certified by the Department of Administrative Services, Business Connections/ Set-Aside Unit [(860) 713-5236 www.das.state.ct.us/busopp.htm] as a "Small Contractor" and "Minority Business Enterprises" as defined by Section 4a-60g Subsections (1) and (3) of the Connecticut General Statutes as revised and is subject to approval by CTDOT to do the work for which it is nominated pursuant to the criteria stipulated in Section IIC-3.
- C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CTDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.
- D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to

CTDOT's Manager of Construction Operations indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.
 3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
 4. Documents to support contacts made with CTDOT requesting assistance in satisfying the contract specified or adjusted "Small Contractor" dollar requirements.
 5. Document other special efforts undertaken by the Contractor to meet the defined goal.
- E. Failure of the Contractor to have at least the specified dollar amount of this contract performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in contract payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CTDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion of the contract and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity,

affirmative action, nondiscrimination and related subjects during the term of this Contract.

II. **SPECIFIC REQUIREMENTS**

In order to increase the participation of "Small Contractors", CTDOT requires the following:

- A. Not less than 5.0 (%) percent of the **final** value of this Contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".
- B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of Quotes, Scope of Work, and Delivery Schedules so as to facilitate the participation of each "Small Contractor".
- C. The Contractor shall provide to CTDOT's Manager of Contracts within Seven (7) days after the bid opening the following items:
 1. An affidavit (Exhibit I) completed by each named "Small Contractor" subcontractor listing a description of the work and indicating the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$10,000,000.00.
 2. A certification of work to be subcontracted (Exhibit II) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated "Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
 3. A certification of past experience (Exhibit III) indicating the scope of work the nominated "Small Contractor" has performed on all projects, public and private, for the past two (2) years.
 4. In instances where a change from the originally approved named "Small Contractor" (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1, 2 and 3 and Section E together with documentation to substantiate and justify the change, (i.e., documentation to provide a basis for the change) to CTDOT's Manager of Construction Operations for its review and approval prior to the implementation of the change. The Contractor must

demonstrate that the originally named "Small Contractor" is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another "Small Contractor" is not a valid basis for change. Documentation shall include a letter of release from the originally named "Small Contractor" indicating the reason(s) for the release.

- D. After the Contractor signs the Contract, the Contractor will be required to meet with CTDOT's Manager of Construction Operations or his/her designee to review the following:
1. What is expected with respect to the "Small Contractor" set aside requirements.
 2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
 3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CTDOT's Manager of Construction Operations indicating the work done by, and the dollars paid to each "Small Contractor" to date.
 4. What is required when a request to sublet to a "Small Contractor" is submitted.
- E. The Contractor shall submit to CTDOT's Manager of Construction Operations all requests for subcontractor approvals on standard forms provided by the Department.

If the request for approval is for a "Small Contractor" subcontractor for the purpose of meeting the contract required "Small Contractor" percentage stipulated in Section IIA, a copy of the legal contract between the Contractor and the "Small Contractor" subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the contract between the Contractor and the "Small Contractor" subcontractor must also be submitted to CTDOT's Manager of Construction Operations with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.

(2) A statement addressing any special arrangements for manpower.

(3) A statement addressing who will purchase material.

F. Contractors subcontracting with a "Small Contractor" to perform work or services as required by this "Special Provision" shall not terminate such firms without advising CTDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated "Small Contractor" firm has not started or completed the work or the services for which it has been contracted to perform.

G. Material Suppliers or Manufacturers

If the Contractor elects to utilize a "Small Contractor" supplier or manufacturer to satisfy a portion or all of the specified dollar requirements, the Contractor must provide the Department with:

1. An executed Affidavit Small Contractor (Set-Aside) Connecticut Department of Transportation Affidavit Supplier or Manufacturer (sample attached), and

2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

Brokers and packagers shall not be regarded as material Suppliers or manufacturer.

H. Non-Manufacturing or Non-Supplier "Small Contractor" Credit

Contractors may count towards its "Small Contractor" goals the following expenditures with "Small Contractor" firms that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, material or supplies necessary for the performance of the contract provided that the fee or commission is determined by the Department of Transportation to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Department of Transportation to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department of Transportation to be reasonable and not excessive as compared with fees customarily allowed for similar services.

III. **BROKERING**

For the purpose of this "Special Provision", a "Broker" is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a "Small Contractor" is not allowed and is a contract violation.

IV. **PRE-AWARD WAIVERS:**

If the Contractor's submission of the "Small Contractor" listing, as required by Section IIC indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the Contractor must submit a completed "Application for Waiver of Small Contractor Minority Business Enterprise Goals" to CTDOT's Manager of Contracts which must also contain the following documentation:

1. Information described in Section ID.
2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

Upon receipt of the submission requesting a waiver, the CTDOT's Manager of Contracts shall submit the documentation to the Director of the Office of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, she/he should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Director of Contract Compliance shall submit the written narrative to the Chairperson of the DBE Screening Committee at least five (5) working days before the scheduled meeting. The Contractor shall be invited to attend the meeting and present his/her position. The DBE Screening Committee shall render a decision on the waiver request within five (5) working days after the meeting. The DBE Screening Committee's decision shall be final. Waiver applications are available from the CTDOT Manager of Contracts.

SMALL CONTRACTOR/*MINORITY BUSINESS ENTERPRISE
(* Delete if not Applicable)
SET-ASIDE PROGRAM
(QUALIFICATION AFFIDAVIT)

PROJECT(s) _____
(INCLUDING TOWN & DESCRIPTION)

STATE OF _____ CONNECTICUT _____

COUNTY OF _____

I _____, ACTING IN BEHALF

OF _____, DO HEREBY CERTIFY

PERSON FIRM OR ORGANIZATION

AND AFFIRM THAT THE INFORMATION SET FORTH BELOW IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE. AS OF THIS DATE _____ THE LIST OF SMALL CONTRACTOR SET-ASIDE PROGRAM - CONTRACTS AND/OR SUBCONTRACTS AWARDED DURING THE CURRENT FISCAL YEAR (JULY 1 - JUNE 30) 20 _____ IS AS FOLLOWS:

Table with 5 columns: Col. 1 TOWN AND PROJECT NUMBER, Col. 2 STATE AGENCY WHICH AWARDED CONTRACT, Col. 3 CONTRACT AMOUNT AWARDED UNDER THIS PROGRAM, Col. 4 AMOUNT OF WORK SUBCONTRACTED FROM OTHER FIRMS UNDER THIS PROGRAM, Col. 5 TOTAL AMOUNT OF ALL WORK UNDER THIS PROGRAM Col. 3 Plus Col. 4. Includes a row for 'TOTALS' with dollar signs.

NAME OF PERSON, FIRM OR ORGANIZATION

(FIRM SEAL)

SIGNATURE & TITLE OF OFFICIAL

SWORN TO AND SUBSCRIBED BEFORE ME BY _____

WHO IS PERSONALLY KNOWN TO ME, THIS _____ DAY OF _____, 20 _____

(NOTARY PUBLIC)

MY COMMISSION EXPIRES _____ SEAL

PLEASE NOTE THAT ALL THE WORK AWARDED OR SUBCONTRACTED TO YOUR FIRM UNDER THE SET-ASIDE PROGRAM IN A FISCAL YEAR (JULY 1-JUNE 30) INCLUDING THIS PROJECT, CANNOT BE MORE THAN \$10,000,000.00

EXHIBIT III CERTIFICATION
PAST CONSTRUCTION EXPERIENCE

Mar. 01

SMALL CONTRACTOR / * MINORITY BUSINESS ENTERPRISES * Delete if not applicable

PLEASE LIST ALL CONSTRUCTION PROJECTS YOUR ORGANIZATION HAS WORKED ON IN THE PAST TWO FISCAL YEARS

PROJECT LOCATION NUMBER AND DESCRIPTION APPLICABLE	CONTRACT AMOUNT	IF WORK PERFORMED AS PRIME GIVE OWNERS NAME IF WORK PERFORMED AS SUBCONTRACTOR GIVE CONTRACTORS NAME	START DATE	ACTUAL OR ESTIMATED COMPLETION DATE	NAME AND PHONE OF OWNER OR PRIME CONTRACTOR AS

SIGNED BY: _____
 SMALL BUSINESS CONTRACTOR
 *MINORITY BUSINESS ENTERPRISES
 D.O.T. PROJECT NO. _____
 * Delete if not applicable

MARCH, 2001

**SMALL CONTRACTOR/SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISE
(MBE) (SET-ASIDE) CONNECTICUT DEPARTMENT OF TRANSPORTATION
AFFIDAVIT – SUPPLIER OR MANUFACTURER**

This affidavit must be completed by the State Contractor's designated Small Contractor/ Small Contractor Minority Business Enterprise (MBE), notarized and attached to the contractor's request to utilize a Small Contractor/Small Contractor Minority Business Enterprise (MBE) supplier or manufacturer as a credit towards its Small Contractor/Small Contractor Minority Business Enterprise (MBE) contract requirement; failure to do so will result in not receiving credit towards the contract Small Contractor/Small Contractor Minority Business Enterprise (MBE) requirement.

State Project No. _____
Federal Aid Project No. _____
Description of Project _____

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (Small Contractor/Small Contractor MBE contractor person,
_____ of which I am the _____ affirm that _____
firm, association or certify and corporation) (Title of Person) (Small
Contractor/Small Contractor MBE person, firm, association or corporation)
_____ is a certified Small Contractor/Small
Contractor Minority Business Enterprise, as defined by Section 4a-60g of the Connecticut General
Statutes, as revised.

I further certify and affirm that _____
(Small Contractor/Small Contractor MBE person, firm, association or corporation)
will assume the actual and contractual responsibility for the provision of the materials and/or supplies
sought by _____. If a manufacturer, I produce goods from raw
(State Contractor)
materials or substantially alter them before resale, or if a supplier, I perform a commercially useful
function in the supply process.

I understand that false statements made herein are punishable at Law (Sec. 53a-157, CGS, as revised).

(Name of Small Contractor/Small Contractor MBE person, firm, association or corporation)

(Signature and Title of Official making the Affidavit)

Subscribed and sworn to before me, the _____ day of _____ 200_____.

Notary Public (Commissioner of the Superior Court)

My Commission Expires _____

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____
(Official) of the Corporation named in the foregoing instrument; that I have been duly authorized to affix
the seal of the Corporation to such papers as require the seal; that _____, who
signed said instrument on behalf of the Corporation, was then _____ of
said corporation; that said instrument was duly signed for and in behalf of said Corporation by authority
of its governing body and is within the scope of its corporation powers.

(Signature of Person Certifying)

(Date)

(Corporate Seal)