

Municipality Manual

**Connecticut Department of Transportation
Bureau of Engineering and Highway Operations**

Office of Construction

~ 2007 ~

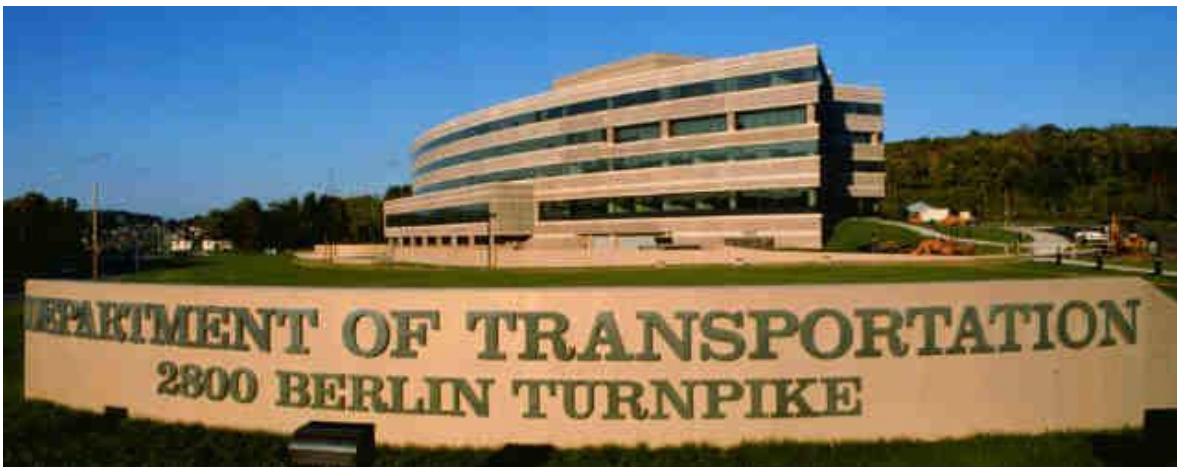


Table of Contents

Chapter 1 – Introduction

Rev.

1-1 Introduction.....1.1
 1-2 Wed Addresses.....1.2
 1-3 Municipality Requirements.....1.3

Chapter 2 – Preconstruction

2-1 General.....2.1
 2-2 Who to invite.....2.1
 2-3 Issues to be Discussed.....2.1
 2-4 Notice to Proceed.....2.4
 2-5 DBE - EEO Portion of the Preconstruction2.5

Chapter 3 – CON100M

3-1 General.....3.1

Chapter 4 – DBE

4-1 General.....4.1
 4-2 Preaward Documents4.1
 4-3 Monitoring of DBE items4.1
 4-4 New items for DBE contractors.....4.2
 4-5 Quarterly Contractor Reports.....4.3
 4-6 Final payment verifications.....4.3
 4-7 DBE fulfillment and Shortfall Procedures.....4.4

Chapter 5 – CLA12’s

5-1 CLA-12’s Subcontractor Agreements & Approvals.....5.1

Chapter 6 – Subcontract Information

6-1 General.....6.1
 6-2 Form 6C6.1

Chapter 7 – Funding

7-1 Project Funding.....7.1

Chapter 8 – Recordkeeping Procedures

8-1 General.....8.1
8-2 Record Keeping Format.....8.1
8-3 Records Retention.....8.2

Chapter 9 – Volume I Inspector’s Daily Work Reports

9-1 General.....9.1
9-2 From the ordered-to-start to the completion date
(inactivity on project).....9.1
9-3 From the ordered to start to the completion
date (project suspended)9.1
9-4 From the physical completion of the project
work to when the Final has been completed9.2
9-5 Inspector’s Daily Work Reports (CON-134).....9.2
9-6 Paving Reports (CON-136).....9.5

Chapter 10 – Volume II Contract Items

10-1 General.....10.1
10-2 Final Quantities & Degree of Accuracy
in Volume II.....10.4

Chapter 11 – Volume III Computations, Etc.

11-1 General.....11.1
11-2 Contract Items.....11.1

Chapter 12 – Volume IV Miscellaneous Contract Data

12-1 General.....12.1
12-2 Index of data in Volume IV12.1
12-3 Inspection of Field Records by Supervisory
Personnel.....12.2
12-4 Record of Equipment Used.....12.2
12-5 Record of Construction Orders12.3
12-6 Index of Construction Orders.....12.3
12-7 Work Performed by Others.....12.4
12-8 Record of Labor Wage Checks12.4
12-9 Record of Payrolls.....12.5
12-10 Record of Prime and Subcontractors12.6
12-11 Record of Insurance/Bonding12.6
12-12 Non-Compliance/Compliance Notices12.7
12-13 Anticipated Source of Material12.7
12-14 DBE Preaward Documents12.9
12-15 CLA12’s.....12.11
12-16 Site Record Review Documents12.11

Chapter 13 – Cost Plus

13-1	General.....	13.1
13-2	Issues.....	13.1
13-3	Documentation.....	13.1
13-4	Procedures.....	13.2
13-5	Labor Rates.....	13.4
13-6	Labor Markup for Insurance and Taxes.....	13.7
13-7	Material.....	13.9
13-8	Bonding Costs.....	13.10
13-9	Specialized Work.....	13.10
13-10	Rental Rate Blue Book.....	13.11
13-11	Idle Equipment.....	13.14
13-12	Rented Equipment.....	13.15
13-13	Administrative Expenses.....	13.15

Chapter 14 – Construction Orders

14-1	General.....	14.1
14-2	Need for Construction Orders.....	14.2
14-3	Preparation.....	14.2
14-4	Content.....	14.3
14-5	Standard Explanations – Classification of Item Changes.....	14.4
14-6	Documentation.....	14.5
14-7	Processing.....	14.5
14-8	Distribution.....	14.8
14-9	Final Construction Orders.....	14.9

Chapter 15 – New Contract Items and Time Extensions

15-1	General.....	15.1
15-2	Addition of New Items.....	15.1
15-3	Processing of New Items.....	15.2
15-4	Time Extensions.....	15.3
15-5	Time Extension Analysis.....	15.5
15-6	Processing of Time Extensions.....	15.8

Chapter 16 – Estimates

16-1	General.....	16.1
16-2	Retainage.....	16.1
16-3	Liquidated Damages & Sanctions.....	16.1
16-4	Deductions.....	16.1
16-5	Payment for Stored Materials.....	16.3
16-6	Payment to Subcontractors and Suppliers.....	16.3
16-7	Processing.....	16.4
16-8	Estimate Form.....	16.4

Chapter 17 – Lead Health Protection Program (LHPP)

17-1 General.....17.1

Chapter 18 – Testing

18-1 Testing Procedures.....18.1
18-2 MAT-10018.3
18-3 Test Results.....18.5
18-4 Samples Recommended for Rejection18.6
18-5 MAT-314 PC118.6
18-6 MAT-30818.7
18-7 MAT103.....18.8
18-8 Nuclear Density Testing18.9
18-9 Materials Testing Assurance Tests18.9
18-10 Apparent Final Quantities18.11
18-11 Hot Mix Coverage.....18.12

Chapter 19 – Bituminous Concrete

19-1 CON-136 Base Courses19.1
19-2 Pre Paving Meeting.....19.1
19-3 Cold Weather Paving19.2

Chapter 20 – Material Stored Documentation

20-1 Payments for Storage20.1
20-2 Material stored on site or off Site within State
(excluding raw material)20.3
20-3 Material stored out of State.....20.3
20-4 Raw or partially fabricated material stored.....20.4

Chapter 21 – CON-87 Pile Driving Reports

21-1 General.....21.1
21-2 Load Test21.1
21-3 Driving Plan21.2
21-4 Equipment21.2
21-5 Driving21.3
21-6 Tolerances21.4
21-7 Unacceptable piles21.4
21-8 Reporting.....21.5

Chapter 22 – Labor Wage Rate Checks

22-1 General.....22.1
 22-2 Frequency.....22.1
 22-3 CON-131.....22.2
 22-4 Discrepancies22.3

Chapter 23 – Site Record Review Meetings (EEO)

23-1 General.....23.1
 23-2 Who to invite.....23.3
 23-3 To Perform the Review.....23.3

Chapter 24 – Miscellaneous Documentation

24-1 General.....24.1
 24-2 Report of Major Road Closure/Project Incident24.1
 24-3 Contracting Agency Certification Form24.2
 24-4 Winter Work Approval Letter.....24.3
 24-5 Disposal of Materials24.4
 24-6 Apprentice Certification.....24.4
 24-7 Manuals & Paperwork to be handed out to Municipality24.6

Chapter 25 – CLA3 Submissions and Processing

25-1 General.....25.1
 25-2 Municipality Responsibility.....25.1
 25-3 Allowable Costs25.2
 25-4 Documents for submission.....25.3
 25-5 Processing25.10

Chapter 26 – Force Account

26-1 General.....26.1
 26-2 Equipment Rates26.1
 26-3 Testing.....26.1
 26-4 CLA3 Billings.....26.2

Chapter 27 – Non-Compliance Notices

27-1 General.....27.1

Chapter 28 – Design Services during Construction

28-1 General.....28.1

Chapter 29 – Project Data to be Submitted for Final Review

29-1 General.....29.1
29-2 List of documentation29.1

Chapter 30 – Project Close Out Processing

30-1 General.....30.1
30-2 Contractor’s Responsibilities30.1
30-3 Municipality Responsibilities30.2
30-4 State’s Responsibilities30.6

Chapter 31 – Semi Final and Final Inspections

31-1 General.....31.1
31-2 CON500M.....31.1
31-3 Relief of Responsibility Letter.....31.2

Chapter 32 – Acceptance of Project

32-1 General.....32.1
32-2 CON501M.....32.1
32-3 Audits.....32.2

List of Figures

Figure 2.1 Preconstruction Sign in Sheet.....2.2

Figure 2.2 Preconstruction Agenda.....2.3

Figure 2.3 Notice to Proceed Letter.....2.4

Figure 2.4 DBE Preconstruction Notes.....2.5

Figure 3.1 CON 100M.....3.1

Figure 4.1 DBE Monitoring.....4.2

Figure 4.2 Quarterly Report.....4.3

Figure 4.3 Payment Verification.....4.4

Figure 4.4 Form 88-1M.....4.5

Figure 5.1 CLA-12.....5.2

Figure 6.1 Form 6C.....6.2

Figure 9.1 CON-1349.3

Figure 9.2 CON-1369.7

Figure 10.1 Project Identification Sheet10.1

Figure 10.2 Index Sheet10.2

Figure 10.3 Test Index Sheet10.2

Figure 10.4 Contract Item Page10.3

Figure 10.5 Test Contract Page.....10.3

Figure 11.1 Volume III Index11.1

Figure 11.2 Master Drainage Summary.....11.2

Figure 11.3 List of Drainage Items for Single Line (Left side)11.2

Figure 11.4 List of Drainage Items for Single Line (Right side).....11.3

Figure 11.5 Volume III Summary Sheet.....11.4

Figure 11.6 Volume III Master Summary Sheet.....11.4

Figure 11.7 Trafficmen Summary.....11.5

Figure 11.8 Flasher Summary.....11.6

Figure 11.9 Traffic Drum Summary11.6

Figure 12.1 Volume IV Index.....12.1

Figure 12.2 Inspection of Field Records by Supervisory Personnel.....12.2

Figure 12.3 Record of Equipment Used12.2

Municipal Manual

Figure 12.4 Record of Construction Orders.....12.3
Figure 12.5 Index of Construction Orders12.3
Figure 12.6 Work Performed by Others12.4
Figure 12.7 Record of Labor Wage Checks.....12.4
Figure 12.8 Record of Payrolls12.5
Figure 12.9 Record of Prime and Subcontractors.....12.6
Figure 12.10 Record of Insurance/Bonding.....12.6
Figure 12.11 Record of Non-Compliance/Compliance Notices12.7
Figure 12.12 Anticipated Source of Materials CON-83 Sheet12.8
Figure 12.13 DBE Preaward Documents Sheet 1 & 2.....12.10
Figure 13.1 Cost-plus Sheet CON -913.3
Figure 13.2 Certified Payroll13.5
Figure 13.3 Certified Payroll State Statement of Compliance.....13.6
Figure 13.4 Certified Payroll Federal Statement of Compliance.....13.7
Figure 13.5 Insurance and Taxes13.8
Figure 13.6 Receipted Bill13.9
Figure 13.7 Affidavit Material from Stock13.10
Figure 13.8 Minimum Requirements for Requesting Rates13.12
Figure 13.9 Primedia Blue Book Rate13.13
Figure 14.1 Letter of Transmit CON-514.6
Figure 14.2 CON-514.7
Figure 14.3 Addendum14.8
Figure 14.4 Final Con -5.....14.9
Figure 15.1 New Item Request15.2
Figure 15.2 Time Extension Response Letter.....15.4
Figure 15.3 Time Extension Request from Municipality15.5
Figure 15.4 Time Extension Analysis.....15.6
Figure 16.1 Estimate16.5
Figure 18.1 MAT-100.....18.5
Figure 18.2 MAT 314 PC-118.6
Figure 18.3 MAT 30818.7

Figure 18.4 MAT 10318.8

Figure 18.5 Apparent Final Quantity Report18.12

Figure 19.1 Pre-paving Meeting Agenda.....19.2

Figure 19.2 Cold Weather Paving Approval Memo19.3

Figure 19.3 Cold Weather Paving Letter19.3

Figure 19.4 Cold Weather Paving Approval.....19.4

Figure 20.1 Certificate of Title20.1

Figure 21.1 Pile Driving Report.....21.5

Figure 22.1 Labor Wage Check CON-13122.2

Figure 23.1 Site Record Review23.1

Figure 23.2 Site Record Review Request Letter.....23.4

Figure 24.1 Report of Major Road Closure/Project Incident.....24.1

Figure 24.2 Contracting Agency Certification Form.....24.2

Figure 24.3 Winter Approval Letter24.3

Figure 24.4 Disposal of Materials.....24.4

Figure 24.5 Apprentice Certification Form24.5

Figure 25.1 Sample Submission Letter25.3

Figure 25.2 CLA-3 Invoice.....25.4

Figure 25.3 Invoice Summary Sheet.....25.5

Figure 25.4 Sample Letter for Proof of Payment.....25.5

Figure 25.5 Breakdown.....25.6

Figure 25.6 Time Sheet.....25.7

Figure 25.7 Direct Cost Summary25.8

Figure 25.8 Mileage Sheet Sample25.8

Figure 25.9 Consultant Payroll Summary.....25.9

Figure 26.1 Letter of Certification for Testing26.2

Figure 26.2 Material Monthly Billing Summary26.3

Figure 26.3 Daily Equipment Summary26.3

Figure 26.4 Monthly Equipment Summary26.4

Figure 27.1 Non-Compliance Notice.....27.3

Figure 27.2 Compliance Notice27.4

Municipal Manual

Figure 30.1 Construction Report.....30.3
Figure 30.2 Index of Construction Orders30.4
Figure 30.3 10% Cost Overrun30.4
Figure 31.1 CON-500M.....31.1
Figure 31.2 Relief of Responsibility Letter31.2
Figure 32.1 CON-501M.....32.1

Preface

This Manual, in conjunction with the Agreement between the State and the Municipality and the Construction Manual, outlines the organization, policies and procedures of the Department in administering construction contracts from their execution to completion, and serves to clarify and unify construction procedures and practices.

The scope of the Manual is primarily confined to construction practices and the proper handling of related contingencies that may arise. The material is arranged chronologically where possible, following the order in which work is normally developed, and is separated to reflect the following:

- Administration. The formulation and administration of policies and procedures to obtain uniformity throughout the State.
- Inspection. The inspection of all of the operations during construction of a project to assure the proper combination of materials and details of construction that meet all the requirements of the plans, specifications, and special provisions as set forth in the contract.

This manual was written as a guide to Municipal and Consultant staff in the performance of their duties associated in the administration and inspection of construction contracts. The Contract is the final control in the inspector-contractor relationship. The requirements of the Standard Specifications, special provisions, plans and subsequent policy and procedure memoranda take precedence if there are any conflicts with instructions in this manual.

Chapter 1 – Introduction

1-1 Introduction

This manual is designed to provide guidance and assistance to the Municipality in the performance of their responsibilities in administering construction projects with Connecticut Department of Transportation (Department) oversight.

The contents are intended for general information. Although every circumstance cannot be anticipated, every effort was made to cover the areas of concern in order to be an effective resource. If additional clarification is needed, contact the District's MSAT Team Leader.

Alternate methods of documentation recommended by the Municipalities may be allowed, if they conform to the requirements set forth in the manual. Such revisions to the standard methods of documentation will have to be approved by the State prior to implementation.

A Municipal Systems Action Team (MSAT) has been implemented in all four (4) DOT Districts. The fundamental basis for the implementation of these teams is to assist the municipalities in the administration of their construction projects. The primary functions of the teams are to oversee all Municipal administered projects from Design, Construction and Final Audit.

The following telephone numbers are provided for the MSAT teams in the four (4) Districts:

District 1	(860) 258-
District 2	(860) 823-3286
District 3	(203) 389-3145
District 4	(860) 585-2760

1-2 Web Addresses

The following Website Addresses are for additional references:

CT Department of Administrative Services (DAS) www.das.state.ct.us
CT Department of Labor (DOL) www.ctdol.state.ct.us
CT Department of Transportation (CDOT) <http://www.ct.gov/dot/>
U.S. Department of Transportation www.dot.gov
Federal Highway Administration www.fhwa.dot.gov
U.S. Department of Labor www.dol.gov
CT Department of Environmental Protection www.dep.state.ct.us
Capital Region Council of Governments (CROG) www.crog.org
Central Connecticut Regional Planning Agency www.ccrpa.org
Council of Governments of the Central Naugatuck Valley www.cogcnv.org
Greater Bridgeport Regional Planning Agency www.gbrpa.org
Housatonic Valley Council of Elected Officials www.hvceo.org
Midstate Regional Planning Agency www.users.rcn.com/mrpampo/home.htm
South Central Regional Council of Governments <http://www.sccog.org>
South Western Regional Planning Agency www.swrpa.org
Southeastern Connecticut Council of Governments <http://www.seccog.org>
Valley Regional Planning Agency <http://www.valleycog.org>
Connecticut River Estuary Regional Planning Agency www.oldsaybrook.com/crerpa
Litchfield Hills Council of Elected Officials email lhceo1@snet.net
Northeastern Connecticut Council of Governments email neccog@snet.net
Northwestern Connecticut Council of Governments email nwccog1@snet.net
Windham Region Council of Governments www.wincog.org

1-3 Municipality Requirements

Assign a Municipal employee to administer and be responsible and in charge of the project at all times. This individual must be thoroughly knowledgeable of the day-to-day operations of both the contractors and the inspection services. Although this person need not be assigned solely to that project, this public employee must:

- Be aware of the day-to-day operations of the project.
- Be aware of and involved in decisions relative to changed conditions, which require construction orders or supplemental agreements.
- Visit the project, as needed, commensurate with the magnitude and complexity of the project and project activity.
- At all stages of the project, is in responsible charge of the consultant/inspection staff.
- Attend all project meetings as warranted/requested.
- Review the Project Volumes for accuracy and Compliance with State and Federal requirements.
- Meet monthly with the MSAT Team Leader to review the project records and discuss any issues with regard to project status or construction that require attention.

Submit the names and qualifications of all administration/inspection personnel to be utilized on the project to the District's project engineer for approval (if approval not done during the design phase). Submit alternates if inspector is to be absent at any time during the duration of project.

- Projects under \$150,000 shall require inspection of only critical items to be determined prior to construction.
- Projects over \$150,000 shall require full-time inspection.

If consultant inspection is to be utilized on the project, prior approval of all consultant personnel who will be charging time to the project must be done by the municipality and State. Pay rates for all consultant personnel must also be approved **prior** to working on the project.

If not submitted prior to the award of the contract, provide the Department with five (5) copies of the contract/specification and plans at that time, to be distributed to

- The Office of Construction
- The Division of Materials Testing Rocky Hill Lab
- The District overseeing the project
- The Unit initiating the project
- The District's Testing Lab

Meet with the District's MSAT Team prior to the preconstruction meeting to go over a Department of Transportation checklist, consisting of the Municipalities responsibilities in

providing administrative and inspection services, the Department's recordkeeping requirements, subcontractor approvals, testing of materials procedures, the initiation and processing of the construction orders, CLA-3's, and their responsibilities in the closing out of the project.

Chapter 2 – Preconstruction Meeting

2-1 General

When notified by the Department, of the “authorization to award” the contract, the municipality is required to set up the preconstruction meeting. The preconstruction meeting is to introduce all parties and discuss the project. A portion of the preconstruction meeting will also review the EEO requirements for the project.

2-2 Who to Invite

The following individuals must be invited to the preconstruction meeting.

- Contractor
- Utilities
- Municipality Officials
- Consultant
- MSAT Team
- Department of Transportation Design Liaison
- Department of Transportation Division of Contract Compliance –
Phylisha Coles 860-594-3016
- Department of Transportation Division of Contract Compliance –
Irma Reyes 860-594-2168
- Department of Labor – Federal Contract Compliance –
Tracy Mills (860) 240-4277
- Department of Transportation District Testing Lab

2-3 Issues to be Discussed

Ensure a “sign in” sheet is done. See Figure 2.1 for an example of a “sign in sheet”. Do introductions prior to getting into the issues to be discussed. Major issues should be discussed. See Figure 2.2 for an agenda of issues to cover during preconstruction.

Emphasize that testing must be submitted or there will be no payment for those contract items installed without proper testing.

Figure 2.2 Preconstruction Agenda

Preconstruction Meeting Agenda	
Date:	
Project No.:	
FAP No.:	
Contractor:	
Town:	
Introductions:	
Award Date:	
Contract Value: \$	
Utility Problems:	
Call Before you Dig:	
Required Start Date is 45 days after award:	
When Contractor Would Like to Start:	
Notice to Proceed:	
Number of Calendar days in Contract:	
Liquidated Damages	
Winter shut down time counted:	
Office Location Submitted: Where:	
Notice to Install Field Office:	
Emergency phone numbers:	
Town:	
Contractor:	
DBE Percentage:	
Contractor's Insurance in Place:	
Press Release (if required):	
Environmental Problems:	
Addendums:	
Review Specifications:	
Any Speciality Items Discussed:	
Site Record Review to be done end of each calendar year and at end of project:	
Who to send Shop Drawings to:	
Subcontractor approvals shall be in place prior to their working on site (Town required to sign CLA12's):	
Estimates Town Pays Contractor, State Reimburses Town: Does town have deadline for payment:	
Any New Items must be approved by the State:	
All Quantity changes must be placed on a construction order and approved by the State prior to payment:	
No time extension shall be granted without State approval:	
Testing of material: town inspector gets samples from contractor and arranges to get to the State Lab:	

2-4 Notice to Proceed

The Municipality shall issue a Notice to Proceed to the contractor in accordance with section 1.03.08 of the Standard Specifications for Roads, Bridges, Form 816 or its amended version. This date is the ordered to start date, which is the date used to begin counting calander days on the project. See Figure 2.3 for Notice to Proceed letter.

Figure 2.3 Notice to Proceed Letter

_____ _____ _____ _____
Subject: Project No. _____ _____
_____ _____ _____
Notice to Proceed
In accordance with the Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction, Form 81____, you are ordered to start work on this contract on _____. In no case, however, shall you begin work prior to the date stipulated in this letter. The Municipality Office must be notified 48 hours previous to the starting of work on this project.
Since time is the essence of effective prosecution of this project, it is essential that you become familiar with Article 1.08.07, which explains the method for the determination of contract time; Article 1.08.08, which explains the method for the extension of time; Article 1.08.09, which deals with the failure to complete work on time; Article 1.08.10, which deals with the annulment of contract; Article 1.08.13, which deals with the completion of construction work and termination of the Contractor's responsibility; Article 1.08.14, which explains when the contract is accepted.
It is necessary that you note, particularly, all of the paragraphs in Articles 1.08.06 and 1.08.08, since these articles set forth the conditions under which temporary suspensions of work may be allowed; they define the justifiable causes for the extensions of time, and they describe the method by which the Contractor can appeal for an extension of contract time for acts or causes beyond his control. It is of the utmost importance for you to conform to the requirements of our Standard Specifications for Roads, Bridges, and Incidental Construction, Form 81_____.
Very truly yours,
Town Official
cc: <u>Insurance Company</u>
<u>Bonding Company</u>
MSAT Team Leader

2-5 EEO Portion of the Preconstruction

This portion of the meeting will cover the DBE and EEO goals for the project. DBE goal set forth in the Contract Documents will be reviewed. The contractor must be aware that the DBE preaward documents which were approved are the DBE subcontractor’s which will perform the work listed in the preaward. See DBE section for further clarification of DBE monitoring. See Figure 2.4 DBE Preconstruction notes.

Discuss that the a “Site Record Review” is to be conducted at the end of each construction season and at the end of the project. See Site Record Review section for form and further clarification. Contractor should be given copy of forms at the preconstruction.

Figure 2.4 DBE Preconstruction Notes

Preconstruction Date: _____ Location: _____

General Contract Information

I. Contract No.: _____ Federal No.: _____

II. Contractor: _____

III. Contract Value \$ _____

IV. Date of Award _____ Anticipated Start Date: _____

V. Calendar Days: _____

VI. Trainees: _____

VII. Inspection Consultant Firm: _____

VIII. Individual responsible for EEO on the Project Site:

a. Contractor _____

b. Town Administrator _____

c. Chief Inspector _____

d. State Project Engineer _____

IX. DBE Goal _____%

X. Labor Market Area: _____

XI. Affirmative Action Program Current? YES _____ No _____

XII. The following posters and directives must be posted on site, or located in an area that all employees are able to access; (to be given at meeting)

a. Directive on Posting Information

b. The Law (English)

c. The Law (Spanish)

d. Wage rate information Federal-Aid Highway Project (English)

e. Wage rate information Federal-Aid highway Project (Spanish)

f. NOTICE

g. Sexual harassment is illegal

h. Job Safety & Health Protection shall govern

i. Affirmative Action Policy (contractor to provide)

j. Prevailing Wage Rates

k. Copy of any job vacancies & openings

Figure 2.4 DBE Preconstruction Notes (Continued)

General Staffing Information

I. Is your Company affiliated with a Union (S)? Yes Or No

II. If Union affiliated, which unions do you have signed agreements with:

a. _____

b. _____

c. _____

III. How many Employees, from your company, will be needed to complete the project? _____

IV. What Job classifications will you be utilizing?

V. Do you currently have minority and female representation in your workforce? Yes or No

VI. Will the above noted minority and/or female employees be part of this project? Yes or No

VII. What would your company do if the Unions were unable to provide you with minorities or females to meet the goals?

VIII. What recruitment sources do yo intend to utilize in order to staff this project? i.e. use existing workforce, hire, advertise, walk-ins, etc.

IX. The contract has a _____% minority requirement because the project is located with the _____ Labor Market Area(s).

X. The contract has a 6.9% Women in construction provision, which encourages you to hire, train and utilize women in non-traditional crafts.

XI. You are aware of the A(76) Affirmative Action Provision which states in part that a “good faith effort” must be made when hiring in job classification that do not have minority or female participation in order to increase the overall participation? Yes or No

XII. You are aware of the Governor’s Executive Order #17 requiring you to list (register) all employment openings with the Office of the Connecticut State Employment Service in the area where the work is to be performed.(copy of this letter is required at time of preconstruction meeting) Yes or No

a. can register on line at DOL website “ www.ctdol.state.ct.us “

Figure 2.4 DBE Preconstruction Notes (Continued)

DBE/SBE Subcontractor Information

I. Name the firms that you have signed agreements/intend to use to meet the DBE contract goal of _____%: (This goal is based on the FINAL contract value)

a.	Subcontractor	D/SBE	Preaward	% of	Anticipated
				<u>Value</u>	<u>Contract Start Date</u>

II. With regard to the above named DBE subcontractors, do you agree with, have knowledge of and adhere to the following?

- The special requirements regarding the “requests to sublet” as they apply to the DBE firms? Yes or No
- That no payment can be made for any work performed by your DBE (or any subcontractor) prior to written approval from the Municipality? Yes or No
- Prior notification of the start dates of your subcontractors (ALL) must be given to the Chief inspector? Yes or No
- You must notify the Chief Inspector of any problems you may have with your DBE subcontractors immediately? Yes or No
- The DBE goal is based on the “final” contract value, not the “original” value? Yes or No
- Documentation is necessary when a DBE is unable or unwilling to perform or is terminated from the project for just cause? Yes or No
- “Good faith efforts” must be made to find other DBE firms to increase the DBE participation? Yes or No
- Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer? Yes or No
- Credit for DBE manufactures is 100% of the value of the manufactured product? Yes or No
- Connecticut Department of Transportation DBE Supplier/Manufacturer Affidavit is located in your contract and must be filled out in order to obtain credit towards the DBE goal for DBE supplier/Manufacturers? Yes or No
- A Quarterly report indicating work done and dollars paid to your DBE firms must be submitted in order to monitor the DBE goal? Yes or No

Figure 2.4 DBE Preconstruction Notes (Continued)

DBE/SBE Subcontractor Payrolls Requirements

- I. Your current payroll week begins on _____ and Ends on _____.
- II. Who is the person responsible for payrolls at your office?
 - a. _____ phone _____
- III. Do you agree with, have knowledge of and adhere to the following?
 - a. Are you aware that payrolls will be submitted to the Municipality within five days after the employees are paid? Yes or No
 - b. The payroll records shall contain the name, social security number (may be provided on a separate sheet of paper), and address of each employee, classification, hourly rates, fringe benefits or cash equivalent, daily and weekly number of hours worked, deductions made and actual wages paid? Yes or No
 - c. If you are using computer-generated payroll, or payroll service, the payrolls must meet the Departments payroll requirements?
 - d. Both a State and Federal compliance certification statement shall accompany each payroll submitted by the contractor/subcontractor.
 - e. The contract Prevailing Wage Rates and Benefits must be clearly stated on each payroll so the Municipality inspectors can complete their Labor Wage Checks.
 - f. Have you reviewed the Prevailing Wage Rates for each job classification that you intend to utilize on this project? Yes or No
 - g. Are you aware each July 1st prevailing wage rates change and must be adhered to? Yes or No
 - h. The Municipality must forward to the Department of Labor, a Contracting Agency Certification Form, indicating a contact person from your company that the DOL can contact if there is a problem with the certified payrolls.
 - i. To ensure that the prevailing wage rates and proper benefits are being paid, our Municipal inspectors will be periodically taking Labor Wage Checks on the contractor's employees and your subcontractors.
 - j. These checks will be compared with the payrolls to validate the pay rate.
 - k. You will be made aware of any discrepancies and given ample time to correct the situation. If the matter can not be resolved, we will forward the issue to the Department of Labor for their review.
 - l. In case of conflict between the minimum wage rates prescribed by the U.S. Department of Labor and those prescribed by the State of Connecticut Department of Labor, the higher of the two rates prevail.
 - m. Payrolls will no longer be accepted with just owner listed. The Owner must list his wage rate.

Do you have any comments or questions pertaining to these rates or the information presented above?

Chapter 3 – CON-100M

3-1 General

The CON100M form is utilized from the start of construction to the completion of the project. It is used to start suspend, resume and complete the contractor. This form must be completed and signed by the municipal official in charge of the work then submitted to the MSAT Team within 7 days of any of the above occurrences. See Figure 3.1 for CON 100M form.

Figure 3.1 CON 100M

CON-100M Rev. 02/07 [Replacing Con - 82 / 58] State of Connecticut Bureau of Engineering & Highway Operations Office of Construction	Contract No. _____ Project No(s). _____ Fed. Aid No(s). _____ Date CON-100M Prepared _____										
CONTRACT STATUS											
Town : _____											
Full Description including crossroads : _____											
Start _____ End _____											
Project Limits : (From) : _____ (To) : _____											
Contract Awarded on : _____ To : _____											
Ordered to Start on : _____											
Inspector : _____ Job Tel. : _____											
Final Maint. Responsibility : _____ Date closed to traffic : _____											
Date open to traffic : _____											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Status of Contract (Check One)</td> <td style="width: 15%;">Active <input type="checkbox"/></td> <td style="width: 15%;">Suspended <input type="checkbox"/></td> <td style="width: 15%;">Resumed <input type="checkbox"/></td> <td style="width: 15%;">Completed <input type="checkbox"/></td> </tr> <tr> <td>Date</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Status of Contract (Check One)	Active <input type="checkbox"/>	Suspended <input type="checkbox"/>	Resumed <input type="checkbox"/>	Completed <input type="checkbox"/>	Date				
Status of Contract (Check One)	Active <input type="checkbox"/>	Suspended <input type="checkbox"/>	Resumed <input type="checkbox"/>	Completed <input type="checkbox"/>							
Date											
_____ on _____											
Municipal Official											
cc: Construction Division Chief/Finals Section - Mark D. Rolfe (Original) Manager of Bridge Safety - Robert Zaffetti Manager of Inventory & Forecasting - Angelo M. Asaro Director of Research & Materials (Completion Only) - Keith R. Lane Office of Construction - Examiner's Supervisor - Sharon Ruzyccki District Finals Chief MSAT File Town of _____											

Chapter 4 – DBE

4-1 General

The Disadvantaged Business Enterprises (DBE) program is a Federal program and is found on FHWA participating projects. From the selection of the low bid through the acceptance of contract the DBE utilization **must** be monitored by the municipality for compliance.

All DBE's must be certified for the type of work they will perform. DBE subcontractors are certified by the CDOT, Office of Contract Compliance.

A list of contractors/subcontractors approved by the CDOT Office of Contract Compliance as a DBE, may be obtained by calling (860) 594-2171.

The prime contractor may utilize DBE firms as material suppliers or manufacturers to meet the goal. See contract special provisions for the applicable DBE credit toward goal.

4-2 Preaward Documents

The DBE preaward documents which are approved by the Department of Transportation Contract Compliance Division are to be maintained by the Municipality and placed in the Volume IV for reference. Once the CLA12's (sub-contractor approval form) are submitted for the DBE's previously approved in the preaward documents the municipality shall review and ensure that it matches the preaward documents.

Any perceived deviation from the preaward plan during construction will be brought to the attention of the municipality and MSAT Team, who will investigate and determine what action to take.

4-3 Monitoring of DBE Items

If the project has a DBE goal; then one (1) copy of the Legal Contract between the prime and the subcontractor must be submitted to the Municipality when the sub is a DBE (on a DBE goal project). The submitted copy is kept on file with the CLA-12 in the Volume IV.

The prime and/or non-minority subcontractors are **not** allowed to work on any items that were designated to be performed by the DBE subcontractors in the pre-award package, until approved by the Department. Any changes must be requested in writing by the prime contractor and approved by both the Municipal Administrator and the Department before the change is implemented.

DBE firms must perform their assigned work independently. If a DBE performs work on a project and uses another firm's labor, equipment or supervisory personnel without the approval of the Department, the municipality must notify the MSAT team immediately.

The municipality must take action to assure that this - questionable practice is stopped. The DBE specification indicates that the work performed by other than the designated DBE, without the concurrence of the State, will not be paid.

If the contractor wants to utilize an additional DBE for other work the municipality must ensure that the DBE is approved to do that type of work under the DBE program. They must contact Contract Compliance 860-594-2171 to verify that the proposed DBE firm is an approved DBE and the types of work they are approved for under the program.

The municipality must monitor to ensure that the contractor is going to meet their goal. If it appears that they may not meet their goal, the municipality is to ask the contract how they plan to make a good faith effort to meet their goal. See Figure 4.1 for DBE monitoring form.

Figure 4.1 DBE Monitoring

DBE Monitoring								
List DBE's from Preaward	Checked to verify Sub is a DBE	Checked items to ensure DBE authorized for type of work	Check CLA12M in Volume IV must match Preaward document	Original Contract In Volume IV	List of Actual Items Worked on	Monthly Check to ensure DBE doing assigned items	Payment Verifications	88-1M
List of DBE's Added after Preaward	Checked to verify Sub is a DBE	Checked items to ensure DBE authorized for type of work	CLA12M in Volume IV check to ensure correct items	Original Contract In Volume IV	List of Actual Items Worked on	Monthly Check to ensure DBE doing assigned items	Payment Verifications	88-1M

4-4 New item for DBE contractors

If additional items are to be subcontracted out to an approved DBE subcontractor, the contractor need only to submit a letter of request, additional forms are not required. However the municipality is to ensure that the DBE is approved to do that type of work under the DBE program. They will contact Contract Compliance 860-594-2171. If the work is not in their scope under the program they may do the work but it will not count towards their DBE goal. The letter is then attached to the original CLA-12 in Volume IV.

Figure 4.3 Payment Verification

	Date:
	Subject: Town:
	Project No.:
DBE Subcontractor:	
Address:	
City & State:	
Gentlemen:	
Please verify the payments made to your corporation for Project No. _____, by signing the bottom of this letter and return it to this office in the enclosed envelope.	
<u>Date</u>	<u>Check No.</u>
	<u>Amount</u>
Thank you for your cooperation.	
	Very Truly Yours,
	Prime Contractor
	Signature
	Name:
	Title:
I, _____,	did receive the sum of \$ _____ in payments as listed above for work stipulated in our signed Subcontract Agreement dated _____.
	Subcontractor Signature
	Title

4-7 DBE Fulfillment and Shortfall Procedures

The following procedure must be used to verify the contractor’s fulfillment of the contract’s DBE goal requirement as well as the method to follow if a shortfall occurs and handling Good Faith Effort documentation:

When the packet of DBE verification documents is received from the contractor, they are to be reviewed by the Municipality. They shall review and compare them to the preaward documents. The Municipality must check to ensure all subcontractors are indeed on the DBE certified list and have not been decertified during the course of the project.

If the payment verification documents equal or exceed the contract goal, the Municipality will complete the Form 88-1M.

- The original Form 88-1M and verification stay with the Municipality for their records.
- A copy of the form 88-1M along with copies of the payment verifications shall be submitted to the MSAT team for review.
- See figure 4.4 for Form 88-1M.

Figure 4.4 Form 88-1M

**FINAL DBE & SBE PARTICIPATING REPORT
(FORM 88-1M)**

CONTRACT NO.: F.A.P. NO.:

PRIME CONTRACTOR:

COMPLETION DATE DATE OF AWARD:

ORIGINAL CONTRACT VALUE

FINAL CONTRACT VALUE

SPECIFIED GOAL % Type DBE

LIST OF DBE OR SBE FIRMS APPROVED TO WORK ON CONTRACT

NAME OF FIRM	PREAWARD ASSIGNED VALUE OF WORK	VERIFIED VALUE OF WORK

TOTALS		
PERCENT OF CONTRACT VALUE		

Original: Municipality
CC: MSAT Team

If the review shows that there is a shortfall, the Municipality will send a letter to the contractor advising him of the shortfall with the dollar amount that may be withheld if he doesn't provide acceptable written justification of a Good Faith Effort with backup documentation.

Documentation is to include, but not be limited to the following:

- A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBE's in order to increase the likelihood of achieving the stated goal and the reasons why DBE subcontracting opportunities were not available
- A detailed statement, including documentation of the efforts made to contact and solicit bids with certified DBE's including the names, addresses, dates and telephone numbers of each DBE's contacted, and a description of the information provided to each DBE's regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
- Provide a detailed statement for each DBE's that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
- Provide documents to support contacts made with the Municipality, CDOT (for DBE program) requesting assistance in satisfying the Contract specified goal.
- .
- Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

When the Municipality receives the Contractor's Good Faith Effort, they will review the packet. Once it has been reviewed and all of the necessary documentation attached, the Municipality will prepare a memorandum to the District transmitting the Good Faith Effort packet, the Municipality's review comments, the completed Form 88-1M, and any other related correspondence. The Municipality's written review will include comments on each of the documents (both those included and requested), indicating whether they are confirming or disagreeing with the submitted information, and why, or note why a document does not apply and/or was not included. The Municipality SHOULD NOT make any recommendations.

The District will review the Municipality's submission for completeness. If complete, the District transmits the Municipality's submission with any additional comments that the District may have on the subject to the Manager of Construction Operations, with a

complete copy to the Director of Contract Compliance. The District SHOULD NOT make any recommendations. Once the Office of Construction and the Office of Contract Compliance have reviewed the information furnished, a determination will be made whether a Good Faith Effort was done by the Contractor and what, if any, sanctions will be assessed. The Office of Construction will notify the District by memorandum of the findings.

Note: The same procedure must be followed for consultant agreements with DBE goal requirements.

Chapter 5 – CLA 12's

5-1 General

All subcontractors, regardless of value, must have prior approval from the Municipality before starting any work on the project. Approval is granted by the use of a Municipal CLA-12 form completed by the contractor and subcontractor and signed by an authorized representative of the Municipality. See Figure 5.1 for Municipal CLA12 Form.

The Municipality in reviewing and approving the CLA-12 form must adhere to the following format:

- Two (2) original CLA-12 forms are required.
- All CLA-12's must be signed (original signatures), dated, and witnessed by the prime and subcontractor (2 witnesses for each firm).
- Names should be typed or printed under each signature.
- The front page must indicate item number, description of item, item number , quantity, unit price, and total value of subcontract agreement.
- Municipality should verify that the subcontractor is one of the DBE preaward subs, and that the CLA-12 is reflective of what was agreed to in the preaward documents.
 - Additional items may be added, however, if the additional work is not on the DBE List of approved work for the DBE then it will not be counted toward the DBE goal.
 - To check the DBE work list call contract compliance 1-860-594-2171.
 - If the work is **less** than in the preaward, the Municipality should not sign the CLA12 and should immediately question who is doing that work.
 - The municipality must ensure that no work, which was assigned in the DBE preaward, is authorized to a non DBE.

Distribution of the CLA-12 forms upon signing by the Municipality is as follows:

- First original is to be returned to prime contractor for their files.
- Second original is to be placed in the Volume IV.

Figure 5.1 CLA-12 Page 1

Municipal CLA-12 (Rev. 10/2005)

SUBCONTRACTOR APPROVAL

The Municipality, grants approval for a Subcontract between
Stephen Construction River Canal, Griswold, CT 06351
 (Name) (Address)
 as Contractor and Ed & Son Pratt Road, Griswold, CT 06351
 (Name) (Address)

FEIN No. of Subcontractor: _____
 as Subcontractor to the Contractor and _____
 (Name) (Address)

FEIN No. of Sub-Subcontractor: _____
 as Sub-Subcontractor to the Contractor on a certain contract described as follows:

Town of: Griswold **Municipal Project No.:** 200-200

This approval to sublet to the Subcontractor is for the following portions of the original contract, including Special Provisions, plans, specifications, addenda, and other documents made a part of said contract.

Anticipated start date for Subcontractor/Sub-Subcontractor April 15, 2001

Is the Subcontractor/Sub-Subcontractor a (if applicable, check only one):
SBE (State Funded Contracts Only) or **DBE** (Fed. Participating Contracts Only)
 If the request for approval is for a SBE or DBE subcontractor for the purpose of meeting the applicable Contract SBE Set-aside or DBE Goal, then a copy of the legal contract between the prime and the subcontractor must be submitted along with the request for subcontractor approval. The Contractor and Subcontractor are required to comply with the applicable SBE or DBE provisions.

NOTE: For Contracts awarded after May 2002, the Contractor is required to clearly breakout assignments of work to subcontractors (sub-subcontractors) by item for each project (subproject), including reference Project Number(s) and Line Item Number(s) as outlined in the "**Line Item Category Report**". The following table is to be completed by the Contractor. If additional space is required, attach additional pages as required. (Check if additional pages are attached:)

Project No.	Item Code	Line Item	Work Description	Code *	Pay Unit	Unit Price	Quantity	Subcontract Total Item Value	% of Orig. Bid Qty.
200-200	0909497A		Timber Guide Rail Transition System	S	L.F.	\$466.66	30	\$14,000.00	
200-200	0909498A		Timber Guide Rail End Anchorage	S	Each	\$2000.00	4	\$8,000.00	
200-200	0909500A		Timber Guide Rail	S	L.F.	\$363.64	55	\$20,000.00	
200-200	0912503		Remove Metal Beam Rail	S	L.F.	\$20.00	24	\$480.00	

(* Code: S – Subcontractor, T – Trucking, P – Supplier)

Total Subcontract Value \$4,2480.00

This approval is granted on condition that the Contractor and Subcontractor agree that the subcontract between them shall include the following provisions, which agreement is evidenced by their signatures subscribed hereto:
 The Subcontractor agrees to be bound to the Contractor by the terms of the herein before original contract, including special provisions, plans, specifications, addenda, and other documents made a part of said contract, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the Municipality, except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

Figure 5.1 CLA-12 Page 2

Municipal CLA-12 (Rev. 10/2005), Page 2

It is further distinctly agreed that the Contractor or Subcontractor shall not assign their Contract, or any part thereof, or any right to any of the moneys to be paid hereunder, or shall any part of the work to be done, or material furnished under their contract be sublet without the consent in writing of the Municipality;

It is further understood and agreed that on all subcontracts valued at \$10,000 or more on federally-assisted projects and \$5,000 or more on state funded projects (based on prime contract unit prices) the required Equal Employment Opportunity Provisions have been read and understood by the Subcontractor. The Subcontractor agrees to be guided by and to fully comply with these Provisions and it is also understood that these Provisions will be physically included in the Subcontract:

The Subcontractor agrees and warrants that in the performance of the Subcontract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Subcontractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut or the Municipality. If the contract is for a public works project, the Subcontractor agrees and warrants that it will make good faith efforts to employ Minority Business Enterprises as subcontractors and suppliers of materials on such project. The Subcontractor further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Subcontractor as related to the provisions of Section 4a-60 and Section 46a-56 of the Connecticut General Statutes as amended:

It is further understood and agreed that the contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to the contract. The parties to this document, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by the said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor and Subcontractor agree, as part consideration hereof, that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three and that they will not discriminate in their employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut, Municipality and the State Labor Commissioner;

It is further understood and agreed that copies of the Governor's Executive Order No. Three and the Guidelines implementing said Order are attached to and made part of the contract between the Prime Contractor and the Subcontractor;

It is further understood and agreed that it is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that for any dispute arising out of the agreement between the Contractor and a subcontractor, including claims of late or non-payment, which cannot be settled within 60 days of the subcontractor submitting a written claim to the Contractor, either party may bring the dispute before an alternative dispute resolution entity for resolution. If the parties do not agree upon a particular dispute resolution entity for that purpose, the dispute will be resolved under the auspices and construction arbitration rules of the American Arbitration Association. The Department may not be made a party to such dispute proceedings. These rights and restrictions shall not be waivable, and if these provisions are not included in the Contractor's subcontracts for the Project, these provisions shall none the less be read into them;

It is further understood and agreed that it is a condition of the contract, and shall be made a condition of each subcontract entered into pursuant to the contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in any performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulation, Part 1518 published in the Federal Register on April 17, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96);

Figure 5.1 CLA-12 Page 3

Municipal CLA-12 (Rev. 10/2005), Page 3

It is further understood and agreed that, on Federal-aid Contracts, the Required Contract Provisions have been read by the Subcontractor and fully understood. The Subcontractor agrees to be guided by and to fully comply with these Provisions, and it is also understood that these provisions will be physically included in the Subcontract;

It is further understood and agreed that this Document is executed subject to provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973 and, as such, the contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation or for noncompliance with Executive Order No. 17 and any orders, rules or regulations issued pursuant thereto;

It is further understood and agreed that copies of the Governor's Executive Order No. 17 and any Guidelines implementing said Order are attached to and made part of the Contract between the Prime Contractor and the Subcontractor;

It is further understood and agreed that the most recent Appendix DBE entitled "Policy Statement, Policy No. Admin.-19, Subject: Policy on DBEs" is hereby attached and made a part of this document;

The Subcontractor is hereby put on notice that Section 4a-60 of the Connecticut General Statutes entitled "Nondiscrimination Causes in State Contracts" has been expanded by Public Act 84-418 of the Connecticut General Assembly to include certain definitions, factors to be considered in determining good faith efforts, the need for documentation of such good faith efforts, and a mandate to the Commission on Human Rights and Opportunities to adopt regulations implementing state law;

And the Subcontract shall include a provision, in accordance with Section 49-41c of the General Statutes, requiring the subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

Signed, sealed and delivered in the presence of Witnesses:

Joseph F. Mith _____ Stephen Tyler _____ (L.S.)

Witness

Jay Thomas _____ 3-1-01 Stephen Tyler, Stephen Construction
Witness As to Contractor Date Contractor

Jon Watson _____ Ed Stephens _____ (L.S.)

Witness

Lamie Clarence _____ 3-1-01 Ed & Son
Witness As to Subcontractor Date Subcontractor

Witness _____ (L.S.)

Witness As to Sub-Subcontractor Date Sub-Subcontractor

Approved for the Municipality by Ed Madigan Town Selectman

Date: 3-1-01

Figure 5.1 CLA-12 Page 4

Municipal CLA-12 (Rev. 10/2005), Page 4

Project No.	Item Code	Line Item	Work Description	Code *	Pay Unit	Unit Price	Quantity	Subcontract Total Item Value	% of Orig. Bid Qty.

Chapter 6 – Subcontract Information

6-1 General

Unless specified otherwise in the Contract provisions, the Contractor must perform at least 51 percent of the work as defined by the original total Contract amount with their own workforce. The amount of work performed by subcontractors should be monitored by the municipalities when they are approving the CLA12's.

For all subcontracts with a value of \$5,000.00 or over on State-funded projects or \$10,000.00 or over on Federal-funded projects the subcontractor must have an Affirmative Action Plan (AAP) approved by the Division of Contract Compliance before they are authorized to perform work. Additional information on AAP or copies of required AAP paperwork may be received by contacting Division of Contract Compliance 860-594-2169.

The chief inspector will not to allow any subcontractor's to work on the project until approval is given. The subcontractor's will also be prohibited from working on items not included in their subcontract agreement.

6-2 Form 6C

AN Ethics Affirmation (form 6C), "Subcontractor and /or Consultant Affirmation of Receipt of Summary of State Ethics Laws" is required to be submitted with the CLA-12 for each and every subcontractor and lower tier subcontractor on projects that are valued at \$500,000.00 or more.

Figure 6.1 Form 6C

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency in a timely manner. **FAILURE TO SUBMIT SUCH AFFIRMATIONS IN A TIMELY MANNER SHALL BE CAUSE FOR TERMINATION OF THE LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT.**

SUBCONTRACTOR AND/OR CONSULTANT
AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS
LAWS

INSTRUCTION: Subcontractor(s) and/or consultant(s) must sign the affirmation below, and return this form to the Contractor. Contractor is obligated to submit such affirmation to the awarding State agency in a timely manner.

The undersigned duly authorized representative of the subcontractor or consultant affirms (1) receipt of the summary of State ethics laws available at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf, (2) that key employees of such subcontractor or consultant have read and understand the summary and (3) agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Subcontractor and/or Consultant Name

Street Address

City

State

Zip

Federal Employer Identification Number
(FEIN/SSN)

Figure 6.1 Form 6C (Con't)

This form is **MANDATORY** and must be completed, signed, and returned to the Contractor. Contractor shall be obligated to provide such affirmation to the awarding State agency pursuant to Section 37 of Public Act No. 05-287.

Chapter 7 - Funding

7-1 Funding

A Project funding breakdown is shown in the agreement between the Municipality and the Department. This funding is used by the Districts to determine what monies are available for payment purposes.

Some projects are capped and there is no additional funding for any extra work on the project.

The Department must approve all requests for extra work prior to any payment to the Municipality. All requests must be submitted through the District's MSAT Team for review and forwarding if required.

Projects, which are within 10% of the agreement value, must have a letter requesting approval by the Department to participate in the amount over the agreement value. The District will review the request and determine if it is participating.

Projects, which go over 10% of the original agreement value, must have a supplemental agreement in place (if funding is available) before any additional money may be paid. A breakdown of the approximate final contract value and consultant costs must be submitted by the Municipality to the District for review, prior to a supplemental agreement being requested by the District. Depending on the amount of the consultant agreement, a supplemental municipality/consultant agreement may be required. Payments to the Municipality may be delayed while the agreement is in processing, which may take several months.

The Municipalities must make no change in the character or scope of work, which will increase the cost of the project or alter the termini, or grant any time extension without prior authorization from the MSAT teams. Failure to follow the above procedure may result in some or all of the extra work being judged "non-participating", and thus not reimbursable. This non-participating work will also be reflected as a portion of the incidental reimbursement being labeled "non-participating."

Chapter 8 – Recordkeeping Procedures

8-1 General

This section deals with the Department’s system for recording and documenting construction work. These records are to be maintained and kept at the project field office during the construction phase. These documents are utilized to document the day to day operations of the construction.

Project records can be subject to review and audit by State or Federal personnel during construction or long after the completion of the project. They must also be available in the case of a court claim action.

8-2 Record Keeping Format

The following recordkeeping format has been created to establish uniformity in recordkeeping throughout the State and to facilitate the review and audit of project records.

The records should be as complete as possible; however, sufficiently simple and clear so that laypersons, auditors, etc. can easily understand the contents.

The Municipality may implement the use of their own recordkeeping procedures and/or introduce the utilization of their own forms, however, in each case; they must have prior approval from the Districts.

Format of Books: (each identified properly, showing contents of each, showing project number, dates, and DWR numbers)

- Volume I - Inspector’s Daily Work Reports (DWR)
- Volume II – Contract Items, Material Testing and Testing Summary
- Volume III – Computations, and Quantity Summaries
- Volume IV – Miscellaneous Contract Data

All field books shall be labeled and numbered accordingly.

If an error is noted at any time, the incorrect figure, item or statement is to be crossed out, initialed, and the corrections neatly written above it, or referenced to the correction. **No erasures or whiteout are allowed.**

All computations must show the date and name of the persons (signature and printed name) “computed by _____, checked by _____.”

All recorded sketches/measurements/etc. included in the project records should be noted “field measured by _____.”

8-3 Records Retention

The Federal Aid Highway Program Manual indicates the “Retention Schedule of Federal Aid Highway Records of State Highway Departments” as applied to this record keeping section: These records must be retained for seven (7) years after issuance of the project’s Certification of Acceptance (CDOT-form CON-501M) providing there is no pending litigation.

To clarify what records, documents, etc. must be retained by the Municipality after the projects are accepted; the following is a list if applicable:

- Contract
- Field Records/Books (all)
- Payment Estimates
- Construction Orders w/back-up
- Cost-plus records/sheets w/back-up
- All delivery tickets; bituminous concrete, processed Aggregate base, concrete, etc.
- Material certification, etc.-nuclear density tests and data sheets. (all Laboratory reports)
- Pile driving logs (CON-87)
- Environmental logs, etc.
- Utility forms and billings
- Contractor’s payrolls. (prime/subs)
- EEO/AA reports (site record review forms)
- Labor wage checks (CON-131)
- Shop drawings
- Hazardous waste manifests
- Purchase orders, requisitions, transfer vouchers
- Agreements
- Bonds and insurance certificates
- All correspondence
- All billings submitted to the state w/back-up
- Copy of As-built plans
- Any computer generated disks
- Any other related records – if required or requested

Chapter 9 – Volume I Inspector’s Daily Work Reports (DWR)

9-1 General

The Municipality/inspection forces have the option to utilize the State issued form (CON-134) or their own daily inspection form. If the Municipality elects to use their own form, it must have a similar format and contain the appropriate information as required. If alternate forms are used prior MSAT Team approval must be given for use of these forms.

A DWR shall be prepared daily by all field personnel engaged in inspection of a field operation, in their own handwriting and not be altered in any way by other personnel. The only exception is that personnel assisting in concrete and bituminous concrete placement operations may be carried on the paving report, (CON-136) showing their duties and hours of work.

For project staff not engaged in field activities (working in the project office on computations, etc.) they may be carried on the chief inspector’s DWR, showing their hours of work and a brief description of their activities.

In some cases DWR’s may be required prior to the ordered-to-start date (if utilities performing work on the project prior to the start). These DWR’s should be labeled P1, P2, etc. until the start date then DWR 1A starts.

It shall be the responsibility of the Municipality Administrator to review and sign five (5) DWR’s per month of construction activity.

9-2 From the Ordered-to-Start Date to the Completion Date (Inactivity on Project)

During Inactivity on a Project it will be acceptable for the Chief Inspector to make out a DWR monthly or daily (if warranted) showing activities for each day.

DWR numbering should reflect the actual calendar days, regardless of the frequency of the DWR’s.

9-3 From the Ordered-to-Start Date to the Completion Date (Project Suspended)

Follow this format when the project is under suspension. If personnel remain assigned to the project (in field or otherwise), a hard copy DWR (monthly, weekly or daily if warranted) shall be continually filled out.

If all project personnel are relieved of their duties (reassigned, etc.) it shall be the responsibility of the Municipal Administrator to have periodic checks made of the job site and continue with the DWR’s. These DWR’s shall contain all on-going information, discussions, meetings, etc. regarding the suspension period and job site changes.

When the project is under suspension, the field forces are required to periodically inventory materials stored on the site and all equipment left on the job site and to attach the list to the DWR.

9-4 From the Physical Completion Date to the Period when the Final has been completed:

Follow this format when the physical completion date is set by the CON-100M.

Once a completion date has been established, an “Inspector Daily Work Report” will be required daily/weekly/monthly by the field personnel when assigned to the project at the field office showing duties of each and any ongoing progress of activities.

Construction activities performed during this time period (corrective/extra work) warrant additional hard copy DWR’s, and noted as such.

9-5 Inspector’s Daily Work Reports (CON-134)

DWR’s (CON-134) are to be kept in a binder. See Figure 9.1 for DWR.

Inspection Daily Work Reports shall be made out in their entirety.

The Chief Inspector/Resident Engineer (person in charge of the inspection of the project) is required to prepare a DWR daily, including weekends, holidays, from the ordered to start date (DWR 1A) to the completion date of the project. It is important to remember that the DWR is the “Diary” of the CDOT record keeping system.

Saturday and Sunday may be included on one hard copy dwr with both dates noted if there is no activity.

If the Chief Inspector/Resident Engineer is on leave, it shall be the requirement of the assistant or person assigned in charge during their absence to assume the “A” DWR suffix. Their absence shall be so noted on the DWR. This is the only time an inspector will be allowed to change his/her suffix.

In addition, the following information should be noted on the DWR when applicable:

- Discussions with State representatives, town personnel, contractor, property owners, utilities, etc.
- Sketches, measurements, computations
- Work performed by others (utilities, municipalities, etc.)
- Reference to project meetings, etc.
- Official visitors (State, Town Officials, CDOT personnel, FHWA, Utility Officials, etc.)

Figure 9.1 CON-134 (Back Side)

PROJECT WORK FORCE AND EQUIPMENT ON SITE (EQ #, ACTIVE AND/OR IDLE)							
Prime Contractor					Sub.01-0020009	Sub	Sub./Utility
Labor	Equipment #	Equipment	A	I	Labor/Equip.	Labor/Equip.	Labor/Equip.
1 forman	45	1 backhoe		X	1 forman		
	11	1 dumptruck		X	3 laborers		
	10	1 pickup	X		1 operator		
					2 truck drivers		
					1 backhoe(#2)		
					2 Dumptruck (#4,5)		
					1 tamper (#15)		

Possible Extra Work/Cost Plus	
Description of Work/Reason:	
Time Work Performed:	Labor, Material, and Equipment Involved:

Problems / Delays / Accidents

Sketches / Computations
Checked by _____

9-6 Paving Reports (CON-136)

Paving Reports (CON-136) are to be kept in the Volume I folder. See Figure 9.2 for CON-136.

At least one paving inspector must be present at all times when a paving operation is underway. The contractor has the major responsibility for getting a satisfactory and uniform job. The inspector provides quality assurance.

The paving inspector is responsible for authorizing the placement of the material and collecting tickets or receipts. Control of the shipment of materials is the responsibility of the supplier. Close liaison between the plant and the paving inspector is essential. The paving inspector must advise the contractor immediately if bad weather or other unsatisfactory conditions at the job site require the suspension of paving operations. Delays in stopping the trucks may result in wasted material, or placing unacceptable material.

The paving inspector must keep accurate records of the stations worked, locations, areas covered in square meters/square yards, and tons used, and record all batches rejected or wasted with an explanation for the reason for rejection. This information will be included on the Base & Bituminous Concrete Inspection Report.

Items to be recorded on the CON-136 form include:

- The project number
- Weather and temperature readings
- The item number and class of paving
- The location of the paving and quantities placed
- Width and depth checks
- Loads rejected and the reasons for rejection
- Hours worked by the contractor
- The work force and equipment assigned by the contractor
- The inspection personnel assigned
- Theoretical yield computations should appear and any discrepancy explained (i.e., contractor paved too wide, etc.). Thickness checks and yield computations should appear on the CON-136 and any significant discrepancy should be explained (i.e., contractor paved too wide, etc.).
- Temperatures of the mix
- Information for depth checks shown on the IR includes:
 - The station and offset where the check was made and
 - The depth of each course at that location
 - Sample Recording:

Station	Offset	Course #1	Course #2	Total
32+000.00	7.88ft Rt.	1-5/8 in (41.3mm)	1-1/2 in (18.2mm)	3-1/8 in (79.4mm)

Weigh Tickets

- Paving inspectors are personally responsible for collecting the weigh tickets and signing each ticket as the load is dumped. Time and temperature is required to be recorded on the delivery ticket by the inspector.
- Weigh tickets should be checked for adequate information. The minimum information that should be shown on a weigh ticket includes:
 - Name of the producer
 - Identification of the plant
 - Date
 - Time out of plant
 - Type of material
 - Net weight of material
 - Project numbers
 - Name of the contractor
 - Truck identification
 - Time and results of temperature checks (air, base, and mix)
 - Weights should be in the appropriate designation either English or Metric (tons/Mtons)
 - In addition, any deficiencies or special conditions should be noted on the tickets
 - The inspector should make the following checks:
 - Where computerized weigh tickets are provided for the delivery of bituminous concrete, verify at least twice a day the accuracy of the individual batch weights that comprise the total. Add the weights of the aggregate and check the total weight on the ticket. Any discrepancies on individual tickets should be reported immediately to the Central Laboratory.
 - Truck weigh tickets should include gross, tare, and net weights. Mathematically check the net weight several times each day.
 - Note on the ticket when a mathematical check is made and the results of the check
 - If inconsistencies are found on any ticket, all tickets for the day must be mathematically checked.

Temperatures of the mix are to be recorded, with the time taken, on both the weigh tickets and CON-136's.

For partially used loads, document how the amount was determined (measurements), where the remainder went, and the use for the remainder. This information should appear on both the CON-136 and batch/weigh ticket.

If any class of material is used for an unusual purpose, document the purpose it was used for, reason for use and how the material was paid for. Again, information should appear on both the CON-136 and batch ticket.

Figure 9.2 CON-136 Front Page

Plant A.E.N. Silos Used: Y <input checked="" type="checkbox"/>		Location Franklin, CT.		CON-136 REV. 3/97 (302-06-0817) STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION			Project No. 200-200		
Paving Contractor Tyler Construction		BASE & BITUMINOUS CONCRETE INSPECTION REPORT			Weather Clear		Placing Temperatures (High/Low)		
					Air: 75		Surface: 72		
Item No.	Class	Lane	Location Sta to Sta	Length	Proposed Width	Area	Factor	Proposed Depth	theoretical t/tons
0406012	1	Ellmond Rd	19+085-19+365	280'	24'	746.67	0.0575	4"	171.72
0406017	2	Ellmond Rd	19+365-19+425	60'	24'	160.00	0.0575	2"	18.40
Width Measurements			Depth Measurements			Mix Temperatures			
Station	Plan Width	Field Width	Station	Plan Depth	Field Depth	Time	Ticket No.	Temperatures	
19+085-19+365	24'	24'	19+085-19+365	4"	4"	11:50 AM	159892 to 159901	285	
19+365-19+425	24'	24'	19+365-19+425	2"	2"	12:00 PM	159902	285	
Item No.	Item Description			Quantity	Sect.	Sub/Cont No.	t/Tons Received	t/Tons Used	Wasted/ Rejected*
0406012	Bituminous Class 1			172.25	01	01-0020009	172.25	172.25	0
0406017	Bituminous Class 2			20.25	01	01-0020009	20.25	20.25	0
Tickets for Bituminous Class 1 are in CL.1 Folder #1									
Tickets for Bituminous Class 2 are in CL.2 Folder #1									
Paving Work Force and Equipment				List of Inspection Personnel Assisting In Operation				No. of tickets by Class	
1 Foreman		BK PF200		Tyler Stephens				No.159892 to No. 159901	
4 laborers		IR CC-90/VIB						No.159902 to No. N/A	
3 Operators		Hyster 8 Ton						No. to No.	
								No. to No.	
<input checked="" type="checkbox"/> Information on Reverse <input type="checkbox"/> Additional Sheets Attached <input type="checkbox"/> Density Report Attached (CON-133) <input type="checkbox"/> IR Entered on CMR <input type="checkbox"/> IR Accepted				Inspector's Signature: <i>Tyler Madejek</i>					
				Reviewed by: <i>Stephen Madejek</i>					
				<input type="checkbox"/> Chief Inspector <input checked="" type="checkbox"/> Project Engineer					
Inspector's Hours of Work::				Lane Closures					
Start 08:00		End 21:00		Bridge Has been closed since beginning of project					
Contractor's hours of Work:				Day of Week		Date		I.R.#	
Start 08:00		End 21:00		Wednesday		May 1, 2002		396A	

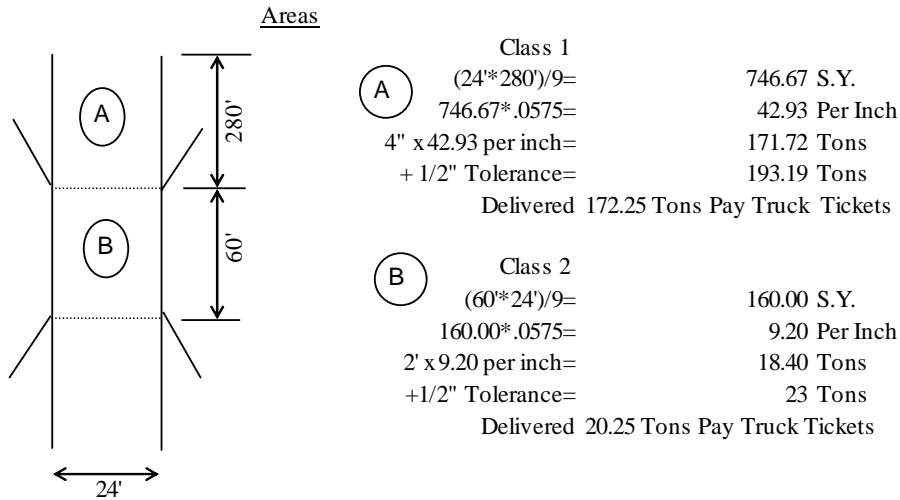
Figure 9.2 CON-136 Back Page

*t/Tons Rejected	Ticket No.	Class	Reason
N/A			

* Waste: Show computation if over 10 t (10 tons). If material is used elsewhere on project purpose, reason and item number material was paid under.

N/A

Sketch and Theoretical Computations:



All Areas are Within Specified Tolerance

Checked by: Tyler Madejek

Chapter 10 – Volume II Contract Items

10-1 General

Volume II is for the posting of daily contract item quantities, based upon daily DWR's, recording of payments made to the contractor, quantity changes by construction orders, and testing of materials.

The Volume II shall consist of the following pages of information:

- The Project Identification Sheet. This gives general information on the project. See Figure 10.1.

Figure 10.1 Project Identification Sheet

CONNECTICUT DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS	
PROJECT #:	200-200
F.A.P. #:	BRZ-6200
NAME OF TOWN:	GRISWOLD
ROAD:	ELLMOND ROAD
CONTRACTOR:	STEPHEN CONSTRUCTION
ORIGINAL CONTRACT VALUE:	\$1,505,742.67
FINAL CONTRACT VALUE:	\$1,937,989.48
FUNCTION:	730-210
UNIT:	701
CONTRACTOR ORDERED TO START:	APRIL 1, 2001
CONTRACTOR STARTED:	APRIL 1, 2001
CONTRACT COMPLETED:	JUNE 15, 2002
SPECIFICATIONS REFERENCE:	814A
INSPECTOR'S NAME:	TYLER STEPHENS

- The Index Sheet which lists all the contract items numbered consecutively including new items. See Figure 10.2 Index Sheet.

Figure 10.2 Index Sheet

Project No: 200-200		F.A.P. No: BRZ-6200		Volume 2	
Index			Index (Cont'd)		
Item No.	Item Description	Page No.	Item No.	Item Description	Page No.
0202002	Earth Excavation	1-1A	0707001A	Membrane Waterproofing (Woven Glass)	17-17A
0202102	Rock Excavation	2-2A	0708001	Dampproofing	18-18A
0202202	Channel Excavation-Earth	3-3A	0725002	Bagged Stone	19-19A
0202251	Channel Excavation-Rock	4-4A	0980001	Construction Staking	20-20A
0202529	Cut Bituminous Concrete Pavement	5-5A	1220011A	Construction Signs - Type III Reflective Sheeting	21-21A
0203002	Structure Excavation - Earth (Complete)	6-6A	06A0001	Archeological Find	22-22A
0203101	Structure Excavation - Rock (Complete)	7-7A	06A0002	Install Traffic Light	23-23A
0204151A	Handling Water	8-8A	06B0001	Install Park Benches	24-24A
0205001	Trench Excavation (0-4 ft Deep)	9-9A	06C0001	Redesign Footing	25-25A
0205002	Rock in Trench Excavation (0-4 ft Deep)	10-10A	06C0002	Install Stringer	26-26A
0205003	Trench Excavation (0-10 ft Deep)	11-11A			
0205004	Rock in Trench Excavation (0-10 ft Deep)	12-12A			
0209001	Formation of Subgrade	13-13A			
0210035A	Temporary Dewatering Basin	14-14A			
0210306	Turbidity Control Curtains	15-15A			
0210820A	Water Pollution Control (Estimated Cost)	16-16A			

- Request for Test Index Sheet is the listing of material test in numerical test order. See Figure 10.3 Test Index Sheet.

Figure 10.3 Test Index Sheet

PROJECT # : 200-200						
REQUEST FOR TEST INDEX						
REQUEST FOR CONTRACT ITEMS						
SAMPLE NUMBER	SAMPLE DATE	MATERIAL	REPORT DATE	APPROVED REJECTED	VOLUME 2 REFERENCE	
C-1	05/01/01	Signs (material Cert)	06/02/01	A	PAGE 65A	
C-2	05/02/01	Gravel (Source)	05/09/01	R	PAGE 17A	
C-2A	05/10/01	Gravel (Source)	05/20/01	A	PAGE 17A	
C-3	05/21/01	Gravel (Gradation)	05/29/01	A	PAGE 17A	
C-4	05/21/01	Gravel (Proctor)	05/29/01	I	PAGE 17A	
C-5	05/21/01	C. Barricade III (material cert)	06/07/01	A	PAGE 63A	
REQUEST FOR CP TESTING (ASSURANCE)						
SAMPLE NUMBER	SAMPLE DATE	MATERIAL	REPORT DATE	APPROVED REJECTED	VOLUME 2 REFERENCE	
CP-27	09/01/01	Gravel	10/01/01	A	PAGE 17A	
CP-6032	12/11/01	Class "F" Concrete	12/17/01	I	PAGE 32A	
REQUEST FOR TEST CYLINDER CARDS						
SAMPLE NUMBER	SAMPLE DATE	MATERIAL	REPORT DATE	APPROVED REJECTED	VOLUME 2 REFERENCE	
C6001	04/10/01	Class "A" Concrete	04/13/01	I	PAGE 28A	
C6001A	04/10/01	Class "A" Concrete	04/13/01	I	PAGE 28A	
REQUEST FOR TEST BITUMINOUS						
SAMPLE NUMBER	SAMPLE DATE	MATERIAL	REPORT DATE	APPROVED REJECTED	VOLUME 2 REFERENCE	
B1	08/25/01	Bituminous Concrete Class 4	09/07/01	A	PAGE 24A	
B2	08/25/01	Bituminous Concrete Class 1	09/07/01	A	PAGE 22A	
Notes:						
1) Rejected Material Must have a "Report of Rejected Material" Filled out and submitted to the District						
2) All items should be checked at the beginning of the project to determine what testing is required these should be recorded in the Volume 2. This information may be found in the "Special Provisions" and the Minimum testing requirements manual						

- Next starts the contract items in consecutive order.
- The Contract item will be entered on the left hand page. See Figure 10.4 for Contract item page.
- Opposite the contract item page is the page containing testing. See Figure 10.5 for the Testing contract item page.
- Continue this procedure for all contract items including new items.

Figure 10.4 Contract Item Page

PAGE 1		ITEM NO. 0202002 Earth Excavation		PROJECT NO.: 200-200	
ORIGINAL QUANTITY	1,115.00 c.y. @ \$12.00				
CONST. ORDER	O6A	O6C			
QUANTITY CHANGE	57.00	58.88			
REVISED QUANTITY	1,172.00	1,230.88			
FINAL QUANTITY					
DATE	LOCATION	QTY.	QTY. TO DATE	REFERENCE	
04/15/02	Ellmond Rd Station 19+085.591 to 19+285	235.57	235.57	I.R. 27A, Vol III Book 1 page 2	
04/16/02	Ellmond Rd Station 19+285 to 19+365.591	78.88	314.45	I.R. 28A, Vol III Book 1 page 2	
Estimate # 13 date 4-30-02 Pay 314 C.Y. Total Paid to Date 314 C.Y. (estimate to be written in red)					
05/01/02	Ellmond Rd Sta 19+425.591 to 19+525.591	159.67	474.12	I.R. 45A, Vol III Book 1 page 2	
05/03/02	Ellmond Rd Sta 19+525.591 to 19+725.591	287.85	761.97	I.R. 47A, Vol III Book 1 page 2	
05/04/02	Ellmond Rd Sta 19+725.591 to 19+785	57.98	819.95	I.R. 48A, Vol III Book 1 page 2	
05/18/02	Ellmond Rd Sta 19+785 to 19+875	121.15	941.10	I.R. 55A, Vol III Book 1 page 2	
05/21/02	Ellmond Rd Sta 19+875 to 19+995	186.24	1,127.34	I.R. 58A, Vol III Book 1 page 2	
Estimate #14 date 5-31-02 Pay 813.34 C.Y. Total Paid to Date 1127.34 C.Y.					
06/01/02	Ellmond Rd Sta 19+995 to 20+085.591	103.54	1,230.88	I.R. 65A, Vol III Book 1 page 2	
Estimate #15 date 6-30-02 Pay 103.54 C.Y. Total paid to Date 1230.88 C.Y.					
COMPUTED BY: PRINTED NAME: Tyler Stephens SIGNATURE: <i>Tyler Stephens</i> DATE: 5/11/2002			CHECKED BY: PRINTED NAME: Stephen Stephens SIGNATURE: <i>Stephen Stephens</i> DATE: 5/12/2002		

Figure 10.5 Test Contract Page

PROJECT NO. 200-200		TEST REQUIREMENTS		PAGE NO. 27A	
ITEM PAGE		CONTROL		PROGRESS	
MATERIAL TESTS					
TEST NO.	LAB NO.	QUAN.	TO DATE	RESULT	
Minimum Requirements	C-90	678279 TOP/FRAME/GRATE	5 EACH	5 EACH	A
	C-92	678277 SUMP	5 EACH	5 EACH	A
Slab (Precast) Each	C-118	567623 SAND	10 C.Y.	10 C.Y.	R
Sand (Masonry) Grade A C.Y.	C-117	187390 BLOCKS	125 EACH	125 EACH	A
Sand (Masonry) Grade B C.Y.	C-118A	568331 SAND	10 C.Y.	10 C.Y.	A
Cement - Portland Type I/II (Bags)	C-139	685827 CEMENT	5 BAGS	5 BAGS	A
Catch Basin - Top, Frame & Grate	C-140	686621 RISER	10 EACH	10 EACH	A
Catch Basin - Sump (Precast)	C-212	691245 TOP/FRAME/GRATE	4 EACH	9 EACH	A
Catch Basin - Blocks (Concrete)	C-213	691249 SUMP	5 EACH	9 EACH	A
Brick (Concrete)	C-214	213456 SAND	10 C.Y.	20 C.Y.	A
Water	C-215	196785 BLOCKS	100 EACH	225 EACH	A
Catch Basin - Riser (Precast)	C-216	692451 CEMENT	4 BAGS	9 BAGS	A
	C-217	692452 RISER	8 EACH	18 EACH	A
	C-218	693547 WATER	15 GALS	15 GALS	A

All entries recorded in the Volume II shall be referenced to a DWR and to the source of the documentation.

All monthly estimate payments should be recorded in red.

All new items introduced on Construction Orders must be included in this volume after the original items.

The tracking of the regular contract item increases and decreases are recorded with the contract item in the Volume II at the top of the left hand page.

If an error is noted at any time, the incorrect figure, item or statement is to be crossed out, initialed, and the corrections neatly written above it, or referenced to the correction. **No erasures or whiteout are allowed.**

10-2 Final Quantities and Degree of Accuracy of Measurements and Computations in Volume II

By final quantities, it is meant the final measured or computed amount actually used and which will be paid on the Final Estimate. Computations of Volumes, Areas, etc. will be based on final measurements made with the degree of accuracy consistent with the unit value of the item and consistent with the practical precision of measurement.

The following is a guide as to the degree of accuracy consistent with the unit value of the item:

- Bid Price - \$0.01 to \$10.00 Quantities to nearest unit
- Bid Price - \$10.01 to \$25.00 Quantities to nearest ½ unit
- Bid Price - \$25.01 to \$50.00 Quantities to nearest 1/10 unit
- Bid Price - \$50.01 and above Quantities to nearest 1/100 unit

This guide will apply only to the final estimate; on monthly progress estimates, items will normally be carried to the nearest whole unit.

Every contract item sheet throughout the Volume II must show the date and name of the persons (signature and printed name) “computed by _____, checked by _____.”

Chapter 11 – Volume III Computations, Etc.

11-1 General

This volume should be used for items involving computations and/or measurements.

All Volume III books will have their own number (Volume III Book 1, 2, 3, etc.)

If an error is noted at any time, the incorrect figure, item or statement is to be crossed out, initialed, and the corrections neatly written above it, or referenced to the correction. **No erasures or whiteout are allowed.**

Every sheet throughout the Volume III's must show the date and name of the persons (signature and printed name) "computed by _____, checked by _____."

11-2 Contract Items

Every Volume III must have an Index page. Volume III Index Sheet shall contain a listing of all contract items in the Volume III, consecutively, including new items. See Figure 11.1 Volume III index.

Figure 11.1 Volume III Index

Project No: 200-200			F.A.P. No: BRZ-6200			Volume 3		
Index			Index (Cont'd)					
Item No.	Item Description	Page No.	Item No.	Item Description	Page No.	Item No.	Item Description	Page No.
0202002	Earth Excavation	1	0707001A	Membrane Waterproofing (Woven Glass)]	23			
0202102	Rock Excavation	2	0708001	Dampproofing	24			
0202202	Channel Excavation-Earth	2	0725002	Bagged Stone	25			
0202251	Channel Excavation-Rock	4	0811004	Concrete Transition Curbing	26			
0202529	Cut Bituminous Concrete Pavement	5	0822001A	Temporary Precast Concrete Barrier Curb	27			
0203002	Structure Excavation - Earth (Complete)	6	0909497A	Timber Guide Rail Transition System	28			
0203101	Structure Excavation - Rock (Complete)	7	0909498A	Timber Guide Rail End Anchorage	29			
0204151A	Handling Water	8	0909500A	Timber Guide Rail	30			
0210035A	Temporary Dewatering Basin	9	0969002A	Construction Field Office (Type B)	31			
0210306	Turbidity Control Curtains	10	0971001A	Maintenance and Protection of Traffic	32			
0210820A	Water Pollution Control (Estimated Cost)	11	0974001A	Removal of Existing Masonry	33			
0212002	Subbase	12	0975002	Mobilization	34			
0213011	Granular Fill	13	0976002	Barricade Warning Lights - High Intensity	35			
0214020	Compacted Granular Fill	14	0978002	Traffic Drum	36			
0216002	Pervious Structure BackFill	15	0979003A	Construction Barricade type III	37			
0219001	Sedimentation Control System	16	0980001	Construction Staking	38			
0406012	Bituminous Concrete Class 1	17	1220011A	Construction Signs - Type III Reflective Sheeting	39			
0406017	Bituminous Concrete Class 2	18	06A0001	Archeological Find	40			
0406030	Bituminous Concrete Class 4	19	06A0002	Install Traffic Light	41			
0406236	Material for Tack Coat	20	06B0001	Install Park Benches	42			
0507001	Type "C" Catch Basin	21	06C0001	Redesign Footing	43			
0507201	Type "C-L" Catch Basin	22						

Drainage items are to be maintained in the Volume III. The following is the format for setting up drainage systems in the Volume III books:

A Master Drainage Summary is required for project with more than 1 drainage run . See Figure 11.2 for Master Drainage Summary.

Figure 11.2 Master Drainage Summary

DRAINAGE MASTER SUMMARY LOG								Project No. 200-200
								Page No. 9
VOLUME 3 PAGE NUMBER	STATION FROM TO	0205001 TRENCH 0-4	0205003 TRENCH 0-10	0205004 ROCK 0-10	0507201 TYPE "C-L" CB	0651001 BEDDING MAT	0651011 12" RCP	
9A	19+465.591 TO 19+565.591	32.19	28.35	0.75	2.00	5.74		
9C	19+565.591LT TO 19+565.591RT	7.16				1.40		
9E	19+575 TO 19+625	18.05	28.60	4.50	1.00	2.84	48.66	
9G	19+625 TO 19+775	52.15	14.18		1.00	8.80	148.00	
9I	19+775 TO 19+855	28.53	14.18		1.00		79.00	
9K	19+855 TO 19+935	28.47	14.18		1.00		79.00	
9M	19+935 TO 20+010	28.56	14.18		1.00		74.00	
9O	20+010 TO 20+085	23.41	28.35		1.00	4.10	69.66	
9Q	20+085LT TO 20+085RT	7.16			1.00	1.40	24.00	
TOTALS		225.68	142.02	5.25	9.00	24.28	522.32	
Comp by: Printed Name: Tyler Madejek		Signature: <i>Tyler Madejek</i>			Date: 5/9/2002		Chkd By: Printed Name: Stephen Madejek	
							Signature: <i>Stephen Madejek</i>	
							Date: 5/11/2002	

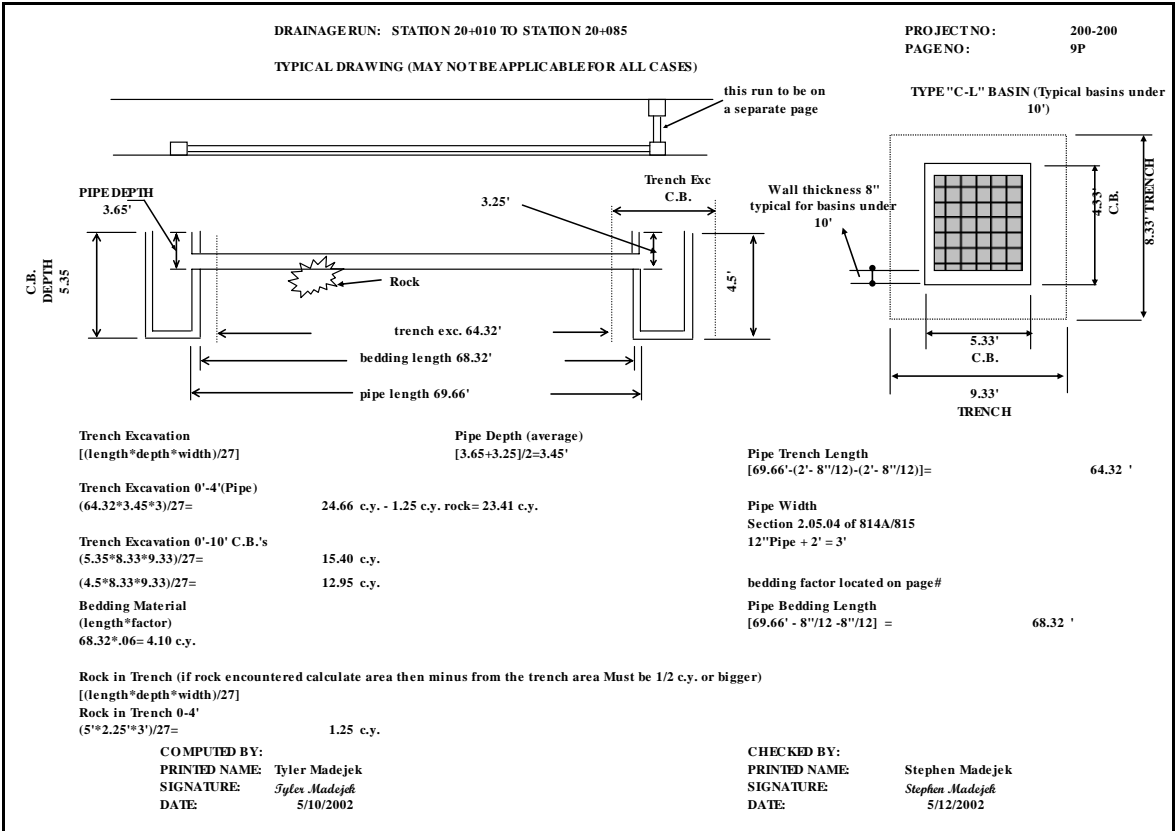
For a specific drainage runs the left hand page shall list the items and quantities pertinent to the system shown on the right hand sheet. Quantity entries shall be listed below as the system is completed. A total shall be shown for each item at the conclusion of the project. See figure 11.3 for left hand drainage page.

Figure 11.3 List of Drainage items for Single line (Left Side)

STATION 20+010 TO 20+085								Project No. 200-200
								Page No. 90
LR.#	DATE	0205001 TRENCH 0-4'	0205002 ROCK 0-4'	0205003 TRENCH 0-10'	0507201 TYPE "C-L" CB	0651001 BEDDING MAT	0651011 12" RCP	
405A	5/10/2002	23.41	1.25	28.35	2	4.10	69.66	
TOTALS		23.41	1.25	28.35	2	4.10	69.66	
Comp by: Printed Name: Tyler Madejek		Signature: <i>Tyler Madejek</i>			Date: 5/10/2002		Chkd By: Printed Name: Stephen Madejek	
							Signature: <i>Stephen Madejek</i>	
							Date: 5/12/2002	

The right hand page of a drainage line shall show the plan view of the sketch and the profile view of the sketch and the computations for that system. See Figure 11.4 for right hand drainage page.

Figure 11.4 List of Drainage items for Single line (Right side)



Any factor sheets used in calculations need to be referenced and included in the Volume III.

The following are a listing of items and/or documentation which should be incorporated in the Volume III if applicable.

Any item contained on more than one page must have a Volume III summary sheet. See Figure 11.5 for Summary page.

Figure 11.5 Volume III Summary Sheet

ITEM : 0601003 CLASS "A" CONCRETE		PROJECT NO : 200-200
Volume III Summary		PAGENO : 23
Location	Quantity	Source Documentation
Abutment No 1	405.89	Volume III Page#23A
Abutment No 2	379.28	Volume III Page#23B
Wingwall 1A & 1B	18.67	Volume III Page#23C
Wingwall 2A & 2B	18.67	Volume III Page#23D
TOTAL CLASS "A" CONCRETE		822.51
COMPUTED BY:		CHECKED BY:
PRINTED NAME: Tyler Madejek		PRINTED NAME: Stephen Madejek
SIGNATURE: <i>Tyler Madejek</i>		SIGNATURE: <i>Stephen Madejek</i>
DATE: 12/10/2001		DATE: 12/11/2001

Any items contained in more than one Volume III book or on DWR's are required to be entered in a Master Summary. The Master Summary shows the totals of each Volume III summary sheet and DWR entries and the final quantity paid. See Figure 11.6 for Volume III Master Summary.

Figure 11.6 Volume III Master Summary Sheet

ITEM : 0202002 Earth Excavation Master Summary Final Breakdown		PROJECT NO : 200-200
Volume III		PAGENO : 1
Location	Quantity	Source Documentation
Elmond Road Station 19+085.591 to 19+285	267.54	Volume III Book 1 Page 1A
Elmond Road Station 19+285 to 19+365.591	87.88	LR. 12A
Elmond Road Station 19+425.591 to 19+525.591	159.67	Volume III Book 1 Page 1C
Elmond Road Station 19+525.591 to 19+725.591	187.85	Volume III Book 1 Page 1D
Elmond Road Station 19+725.91 to 19+785	57.98	LR. 54A
Elmond Road Station 19+785 to 19+875	121.15	Volume III Book 1 Page 1F
Elmond Road Station 19+875 to 19+995	186.24	Volume III Book 1 Page 1G
Elmond Road Station 19+995 to 20+085.591	103.54	Volume III Book 1 Page 1H
TOTAL FINAL EARTH EXCAVATION		1,171.85
COMPUTED BY:		CHECKED BY:
PRINTED NAME: Tyler Stephens		PRINTED NAME: Stephen Madejek
SIGNATURE: <i>Tyler Stephens</i>		SIGNATURE: <i>Stephen Madejek</i>
DATE: 12/10/2001		DATE: 12/11/2001

Trafficmen summary is used to keep track of the Town Police or State police utilized on the project. Refer to contract specification for proper payment of police. See Figure 11.7 for Trafficmen summary.

Figure 11.7 Trafficmen Summary for Volume III

TRAFFICMEN REPORT						PROJ NO:200-200	
ITEM NO. 0970001						PAGE NO: 72	
OFFICER'S NAME	BADGE NO.	DATE WORKED	TIME STARTED	TIME COMPLETED	LUNCH Y/N	HOURS COMPLETED	I.R. #
Officer Edwards	05246	07/02/01	0700	1600	N	9.00	93A
Officer Stevens	05444	07/02/01	0700	1600	Y	8.50	93A
Officer Harrison	06128	07/02/01	0800	1500	Y	6.50	93A
Officer Edwards	05246	07/03/01	0700	1500	N	8.00	94A
Officer Stevens	05444	07/03/01	0700	1500	N	8.00	94A
Officer Harrison	06128	07/03/01	0700	1500	Y	7.50	94A
Officer Mara	04444	07/04/01	0700	1600	N	9.00	95A
Officer Morey	075489	07/05/01	0800	1600	Y	7.50	96A
Officer Stevens	05444	07/06/01	0700	1600	Y	8.50	97A
Officer Edwards	05246	07/23/01	0800	1600	N	8.00	114A
Officer Stevens	05444	07/23/01	0700	1600	N	9.00	114A
Officer Edwards	05246	07/24/01	0700	1600	N	9.00	115A
						98.50	
COMPUTED BY: PRINTED NAME: Tyler Madejek				TOTAL THIS PAGE: 98.50			
SIGNATURE: <i>Tyler Madejek</i>				PREVIOUS TOTAL: 157.50			
DATE: 8-1-01				TOTAL TO DATE: 256.00			
CHECKED BY: PRINTED NAME: Stephen Madejek							
SIGNATURE: <i>Stephen Madejek</i>							
DATE: 8-3-01							

Flasher summary is used to keep track of the working flashers utilized on the project. See Figure 11.8 for Flasher summary.

Figure 11.8 Flasher Summary

ITEM # 0976002		FLASHERS MONTH OF May-01		PROJECT NO. 200-200 PAGE NO. 53B																												
LOCATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTALS
Sta 19+085	A	A	A	A	A	D	D	A	A	A	A	A	A	A	A	A	A	A	A	A	A	B	B	B	A	A	A	A	A	A	A	26
Sta 19+085	A	A	A	A	A	A	A	B	B	B	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	28
Sta 19+085	A	A	A	A	A	A	A	B	B	B	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	28
Sta20+090	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	B	B	A	A	A	A	A	A	A	A	A	A	A	A	A	29
Sta20+090	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	31
Sta20+090	A	A	A	C	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	30
Flashers (All Types) are to be listed initially with locations on an inspector's field report, then noted on an LR report only when a change in the count occurs. This form to be used to maintain daily totals. Summarize monthly on item entry sheet																																
TOTALS 6 6 6 5 6 5 5 4 4 4 6 6 6 6 6 6 5 5 6 6 6 5 5 5 6 6 6 6 6 6 6 6 172																																
A Working																TOTAL THIS MONTH																172
B inoperative																PREVIOUS TOTAL																100
C Missing																TOTAL TO DATE																272
D Sign missing																																
Comp By:	Printed Name:	Tyler Madejek														Checked By:	Printed Name:	Stephen Madejek														
	Signature:	<i>Tyler Madejek</i>															Signature:	<i>Stephen Madejek</i>														
	Date:	6/1/01															Date:	6/1/01														

Traffic Drums summary is used to keep track of the drums utilized on the project. See Figure 11.9 for Traffic Drums summary.

Figure 11.9 Traffic Drums Summary

ITEMNO.		TRAFFIC DRUMS MONTH OF May-01		PROJECT NO. 200-200 PAGE NO.																												
LOCATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTALS
STA 19+085	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	31
STA 19+085	A	A	A	A	A	A	A	A	A	A	A	A	C	C	C	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	28
STA 19+085	C	C	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	29
STA 19+085	B	C	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	29
STA 19+085	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	31
STA 20+090	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	31
STA 20+090	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	31
STA 20+090	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	31
STA 20+090	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	31
STA 20+090	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	31
Traffic Drums are to be listed initially with locations on an inspector's field report, then noted on an LR report only when a change in the count occurs. This form to be used to maintain daily totals. Summarize monthly on an item entry sheet																																
TOTALS 8 8 10 10 10 10 10 10 10 10 10 10 9 9 9 10 10 10 10 10 10 10 10 10 10 10 10 10 10 10 10 10 303																																
A Working																TOTAL THIS MONTH																303
B Non-Conforming																PREVIOUS TOTAL																300
C Missing																TOTAL TO DATE																603
Comp By:	Printed Name:	Tyler Madejek														Checked By:	Printed Name:	Stephen Madejek														
	Signature:	<i>Tyler Madejek</i>															Signature:	<i>Stephen Madejek</i>														
	Date:	6/1/01															Date:	6/3/01														

Chapter 12 – Volume IV Miscellaneous Contract Data

12-1 General

This Volume is set up to contain all the miscellaneous construction data pertaining to the project.

The information on the sheets must be complete and kept up to date throughout the project.

Enter a note, on any sheet that is not pertinent to a project, of “Not Required” or N/A”. The sheets may either be hand written or computer generated reports. If the spreadsheet is maintained on the computer, printouts should be done regularly and maintained in the Volume IV for audit purposes.

12-2 Index of Data in Volume IV

A Volume IV index is required listing all of the sheets in the Volume IV. All of the sheets listed must be kept in the Volume IV. See Figure 12.1 for Volume IV Index.

Figure 12.1 Volume IV Index

PROJECT NO: 200-200 FAP NO: BRZ-6200		
VOLUME IV - MISCELLANEOUS CONTRACT DATA		
<p>This Volume is set up to contain all the miscellaneous construction data pertaining to the project. The index may be added to. If the data is not required on a particular project, record "not required" in the remarks column.</p>		
Index of Data	Page	Remarks
Inspection of Field Records	1	
Record of Equipment Used	2	
Record Of Construction Orders	3	
Index of Construction Orders	4	
Work Performed by Others	5	
Record of Labor Wage Checks (CON-131)	6	
Record of payrolls	7-7M	
Record of Prime/subcontractors	8	
Record of Insurance/Bonding	9	
Record of Non-Compliance/Compliance Notices	10	
Material Source (CON-83)	11-11A	
CLA-12's	12-12E	
DBE Preaward Documents	13	
Site Record Reviews	14-14G	

12-3 Inspection of Field Records by Supervisory Personnel

This sheet is shown in Figure 12.2. All personnel other than the project forces who review or examine the project records are required to sign this sheet. These people include record examiners, State auditors, FHWA representatives, and the person who performed the District Level Final Review. The Municipality Project Administrator are required to review records monthly and sign the sheet.

Figure 12.2 Inspection of Field Records by Supervisory Personnel

INSPECTION OF FIELD RECORDS BY SUPERVISORY PERSONNEL INCLUDING RECORDS EXAMINERS, STATE AUDITORS & FHWA			
			PROJECT NO: 200-200
			PAGE NO: 1
DATE	SIGNATURE	PRINTED NAME	AREAS EXAMINED/COMMENTS
2/5/2006	<i>Barbara J. Madejek</i>	Barbara J. Madejek	Review IR's 1A, 15A, 30A, 20A, Items 0202001,0506001,0406231

12-4 Record of Equipment Used

This sheet is shown in Figure 12.3. This sheet is used to list all equipment used on the project by the prime and subcontractors. Printouts containing the pertinent information, submitted by contractors, are acceptable if verified as correct and signed by the Inspector.

Figure 12.3 Record of Equipment Used

RECORD OF EQUIPMENT USED								
						Project No: 200-200 Page No: 2		
TYPE OF EQUIPMENT	MAKE/MODE EQUIP. NO.	CONTRACTOR'S NAME OR NO.	SIZE OR CAPACITY	DATE OF MFG.	CONDITION	OWNED	RENTED	REMARKS
Driller tracks	Davy	Stephens Construction		1987	good	X		
Back hoe/loader	Komatsu	Stephens Construction	310	1999	good		X	
Backhoe/rubber tire	Komatsu	Stephens Construction	210	1989	good	X		
dumptruck	deere	Stephens Construction	8 ton	2001	good	X		
backhoe	komatsu	tyler construction	310	1997	good	X		
racktruck	ford C42	nakita construction	6 wheel	1986	good	X		
rack truck	ISUZU	ED & Son	6 wheel	1999	Good	X		
Compressor	sullair	ED & Son	185 CFM	1992	Good	X		

12-5 Record of Construction Orders

This sheet is shown in Figure 12.4. This is a listing of each construction order, showing the amount participating and nonparticipating, the total amount, the revised estimate and the free balance. The modification monies can be obtained from the MSAT Team.

Figure 12.4 Record of Construction Orders

RECORD OF CONSTRUCTION ORDERS							PROJECT NO: 200-200		
							PAGE NO: 3		
ACTIVITY OF MODIFICATION VALUE:		\$1,650,255.00		+ \$288,000.00		\$1,938,255.00			
LESS ORIGINAL CONTRACT VALUE:		\$1,505,742.67							
FREE BALANCE:		\$144,512.33							
DATE	CONST. ORDER	PARTICIPATING INCREASE	PARTICIPATING DECREASE	NON-PARTICIPATING INCREASE	NON-PARTICIPATING DECREASE	TOTAL +	TOTAL -	REVISED ESTIMATE	FREE BALANCE
5/30/2001	O6A	\$37,315.14	(\$3,500.00)			\$37,315.14	(\$3,500.00)	\$1,539,557.81	\$398,697.19
7/31/2001	O6B	\$154,019.84		\$5,230.00		\$154,019.84	\$5,230.00	\$1,698,807.65	\$239,447.35
12/31/2001	O6C	\$250,125.00	(\$10,943.17)			\$250,125.00	(\$10,943.17)	\$1,937,989.48	\$265.52
7/30/2002	O6D	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,937,989.48	\$265.52

12-6 Index of Construction Orders

This sheet is shown in Figure 12.5. List each construction order, paragraph by paragraph, with a brief description of each.

Figure 12.5 Index of Construction Orders

INDEX OF CONSTRUCTION ORDERS		PROJECT NO: 200-200	
		PAGE NO: 4	
C.O. O6A			
Paragraph 01	Eliminate Field Office from contract Items Incorporate two (2) new items into the contract		
C.O. O6B			
Paragraph 01	Incorporate 15 Day time extension into contract		
Paragraph 02	Normal increases and/or decreases to regular contract items		
Paragraph 03	Normal increases and/or decreases to environmental items		
Paragraph 04	Incorporate one new item into the contract non-participating		
C.O. O6C			
Paragraph 01	Normal increases and/or decreases to regular contract items Incorporate two (2) new items into the contract		
C.O. O6D	Final Construction Order		

12-9 Record of Payrolls

This Payroll Log sheet is shown in Figure 12.8. This is a log of all payrolls submitted by the prime contractor and all subcontractors. A copy of each weekly payroll shall be on file at the construction site field office. NOTE: for periods of no work performed by the prime or subcontractors submission of payrolls are not required (but must be logged as such in the Volume IV).

Figure 12.8 Record of Payrolls

YEAR : 2001			PROJECT NO.: 200-200		
			PAGENO.: 7		
PRIME CONTRACTOR : STEPHEN CONSTRUCTION					
PAY ROLL LOG FOR					
SUBCONTRACTOR :					
DATE STARTED: 04-01-01			DATE COMPLETED: 06-15-02		
Week of	Date Payroll Received	Wage Check Taken	Week of	Date Payroll Received	Wage Check Taken
JANUARY			JULY		
		YES / NO	7-1-01 TO 7-7-01	07/28/01	YES / NO
		YES / NO	7-8-01 TO 7-14-01	07/28/01	YES NO
		YES / NO	7-15-01 TO 7-21-01	08/11/01	YES / NO
		YES / NO	7-22-01 TO 7-28-01	08/11/01	YES / NO
		YES / NO			YES / NO
FEBRUARY			AUGUST		
		YES / NO	7-29-01 TO 8-4-01	08/25/01	YES / NO
		YES / NO	8-5-01 TO 8-11-01	08/25/01	YES / NO
		YES / NO	8-12-01 TO 8-18-01	09/01/01	YES / NO
		YES / NO	8-19-01 TO 8-25-01	09/29/01	YES NO
		YES / NO			YES / NO
MARCH			SEPTEMBER		
		YES / NO	8-26-01 TO 9-1-01	09/29/01	YES / NO
		YES / NO	9-2-01 TO 9-8-01	No Work	YES / NO
		YES / NO	9-9-01 TO 9-15-01	09/29/01	YES / NO
		YES / NO	9-16-01 TO 9-22-01	10/19/01	YES (No)
		YES / NO	9-23-01 TO 9-29-01	10/19/01	YES / NO
APRIL			OCTOBER		
4-1-01 TO 4-7-01	04/16/01	YES / NO	9-30-01 TO 10-5-01	10/19/01	YES / NO
4-8-01 TO 4-14-01	04/28/01	YES NO	10-6-01 TO 10-12-01	11/09/01	YES / NO
4-15-01 TO 4-21-01	05/01/01	YES / NO	10-13-01 TO 10-19-01	11/09/01	YES / NO
4-22-01 TO 4-28-01	05/19/01	YES / NO	10-20-01 TO 10-26-01	11/09/01	YES (No)
		YES / NO			YES / NO
MAY			NOVEMBER		
4-29-01 TO 5-5-01	05/26/01	YES / NO	10-27-01 TO 11-2-01	11/23/01	YES / NO
5-6-01 TO 5-12-01	05/26/01	YES / NO	11-3-01 TO 11-9-01	11/23/01	YES / NO
5-13-01 TO 5-19-01	06/02/01	YES / NO	11-10-01 TO 11-16-01	12/07/01	YES / NO
5-20-01 TO 5-26-01	06/02/01	YES NO	11-17-01 TO 11-23-01	12/07/01	YES / NO
		YES / NO	11-24-01 TO 11-30-01	12/14/01	YES (No)
JUNE			DECEMBER		
5-27-01 TO 6-2-01	06/30/01	YES / NO	12-01-01 TO 12-07-01	12/28/01	YES / NO
6-3-01 TO 6-9-01	06/30/01	YES / NO	12-08-01 TO 12-14-01	12/28/01	YES / NO
6-10-01 TO 6-16-01	06/30/01	YES / NO	12-15-01 TO 12-21-01	01/16/02	YES / NO
6-17-01 TO 6-23-01	07/07/01	YES NO	12-22-01 TO 12-28-01	01/16/02	YES (No)
6-24-01 TO 6-30-01	07/07/01	YES / NO			YES / NO

12-10 Record of Prime and Subcontractors

This Record of Prime and Subcontractors is shown in Figure 12.9. List all contractors who perform work on the project. Remarks column shall be utilized to record what work they performed.

Figure 12.9 Record of Prime and Subcontractors

RECORD OF PRIME AND SUBCONTRACTORS							PROJECT NO: 200-200 PAGE NO: 8
NAME AND ADDRESS	D/SBE	DATE APPROVED	DATE STARTED	DATE SUSPENDED	DATE RESUMED	DATE COMPLETED	REMARKS
Stephen Construction River Canal Griswold, CT. 06351			April 1, 2001			June 15, 2002	Prime Contractor
Tyler Construction 152 State Street Griswold Ct. 06351	DBE	March 15, 2001	April 21, 2001			June 10, 2002	SubContractor for Drainage and Paving
Nakita Construction Hilldale Avenue Jewett City, Ct. 06351	DBE	June 1, 2001	July 1, 2002			April 10, 2002	SubContractor for Concrete
Amber Manufacturing Highland Street Concord, NH	DBE	March 15, 2001	April 1, 2001			March 12, 2002	SubContractor for Deck Units
Ed & Son Pratt Road Griswold, Ct. 06351		March 21, 2002	June 11, 2002			June 15, 2002	SubContractor for Guiderail
Midnight Construction Clover Street Griswold, CT. 06351	DBE	March 15, 2001	April 1, 2001			June 15, 2002	SubContractor for Warning Lights
Valerie Inc. Clarmont Avenue Griswold, Ct. 06351	DBE	March 15, 2001	April 15, 2001			May 15, 2002	SubContractor for Trucking

12-11 Record of Insurance/Bonding

This Record of Insurance/Bonding is shown in Figure 12.10. Show the name and address of each company and a representative to contact.

Figure 12.10 Record of Insurance/Bonding

Record of Insurance and Bonding Companies		Project No: 200-200 Page No. 9
Name and Address of Company	Name and Address of Representative	
Willis Corroon Corp of Mass 3 Copley Place Suite 300 Boston, Mass 02116-6501	Jeffrey Dee 8 Copley Place Suite 300 Boston, Mass 02116-6501	
000-000-0000	000-000-0000	

Figure 12.12 Anticipated Source of Material CON-83 Sheet 1

ANTICIPATED SOURCE OF MATERIAL CON-83		STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION
MATERIALS	SOURCE OF SUPPLY AND MAILING ADDRESS	PG 1 of 2
AGGREGATES:		
Coarse	Tilcon of Connecticut Inc., P.O. Box 1357, New Britain, CT. 06050	
Fine		
Bituminous Concrete		
Bitumen:		
Asphalt Cement	Tilcon of Connecticut Inc., P.O. Box 1357, New Britain, CT. 06050	
Asphalt Cutbacks		
Emulsion		
Tar		
Brick (Cement)	Jolley Concrete & Block, Inc. 42 Junior Ave. Danielson, Ct. 06239	
Cement-Portland:	Jolley Concrete & Block, Inc. 42 Junior Ave. Danielson, Ct. 06239	
Type I		
Type II		
Type IA		
Type IIA		
Type of Delivery:		
Truck		
R.R. Car	Pick Up by Stephen Construction	
Concrete Blocks		
Concrete, Protland Cement	Jolley Concrete & Block, Inc. 42 Junior Ave. Danielson, Ct. 06239	
Curing Material:		
Mats		
Paper		
Compound		
Other		
Dampproofing and/or WaterProofing:		
Primer		
Seal		
Fabric		
Fence:		
Property or Wire		
Posts: Steel		
Wood		
Chain Link		
Fittings for Chain Link		
Gravel		
Guide Rail		
Wire Rope		
Fittings for Chain Link		
Posts:		
Metal		
Wood		
Joint Filler		
Joint Sealer		
Load Transfer Unit		
Metal Flashing		

Figure 12.12 Anticipated Source of Material CON-83 Sheet 2

MATERIALS	SOURCE OF SUPPLY AND MAILING ADDRESS	PG 2 of 2
Metal Beam Type Rail (Bridge)	Atlas Fence, Inc. 30 N.E. Industrial Road, Branford, Ct. 06405	
Metal Beam Type Rail	Atlas Fence, Inc. 30 N.E. Industrial Road, Branford, Ct. 06405	
Metal Bridge Rail		
OverHead Sign Supports		
Paint:		
2nd Prime Coat (Field)		
1st Field Coat		
Piling:		
Sheets		
Bearing		
Pipe		
Wood (Pressure Treated)		
Precast, Prestressed		
Pipe:		
C.C.M.		
Cast Iron		
Reinf. Concrete	Jolley Concrete & Block, Inc. 42 Junior Ave. Danielson, Ct. 06239	
Vitrified Clay		
Precast, Prestressed Units	Concrete Systems, 14 Park Avenue, Hudson, New Hampshire 03051	
Steel:		
Bar Mat Fabric and/or Wire Mesh		
Metal Cribbing		
Reinforcement		
Scuppers		
Shear Connectors:		
Spiral		
Welded		
Structural (Bridges)		
Structural (Side Mounted Sign Supp)		

Contractor	<u>Stephens Construction</u>
Signed By	<u><i>Tyler Madejek</i></u>
Date	<u>March 21, 2001</u>

NOTE: Items not listed above shall be listed below

12-14 DBE Preward Document

This DBE Preward Document is shown in Figure 12.13 Sheet 1 and 2. These are firms which are approved by the Department prior to the award of the contract for the prime’s DBE goal. All documents in the preaward must be kept in the Volume IV.

Figure 12.13 DBE Preaward Documents Sheet 1

STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION		subject: Federal Local Bridge Program Project No. 200-200 Town of Griswold Ellmond Road Bridge over Quanic River
m e m o r a n d u m		date: March 1, 2001
to: Mr. Thomas A. DiCioccio Director, Contract Compliance Office of Contract Compliance Bureau of Finance and Administration	from:	William R. Stark Transportation Principal Engineer Bureau of Engineering and Highway Operations
<p>The Department's DBE Screening Committee has determined that 12% of the construction contract value will be assigned to Disadvantaged Business Enterprises for the subject project which has been advertised and will be administered by the Municipality. Attached are DBE Participation Approval Request Forms identifying the DBE Contractors to be utilized. The bid proposal estimate is \$1,505,742.67 and these firms have a total subcontract value of \$211,470.00 which represents approximately 14.05% of the contract value.</p> <p>Please verify that these contractors are State certified DBE firms and that they have approved affirmative action plans on file with the Department. Please indicate your concurrence by signing below and returning the attached copy of this memorandum to this office.</p> <p>If you have any questions concerning this matter, please contact Mr. Joseph C. Cancelliere, Program Administrator, at extension 3208.</p> <p>Concur: _____ Thomas A. DiCioccio Office of Contract Compliance</p> <p>_____ Date</p> <p>Must be a signed copy attachements</p>		

Figure 12.13 DBE Preaward Documents Sheet 2

DBE PARTICIPATION APPROVAL REQUEST					
TO BE SUBMITTED WITHIN THE TIME FRAME INDICATED BY THE BID DOCUMENTS.					
Submit this form with ORIGINAL SIGNATURES for approval to:					
		Submitted by: <u>Stephen Construction</u>			
		Prime Contractor			
for Project No.:		<u>200-200</u>	Town of: <u>Griswold</u>		
Proposed DBE subcontractor:		<u>Tyler Construction</u>			
		Full Company Name			
Date of Bid Opening:		<u>152 State Street Griswold, CT. 06351 860-376-0000</u>			
Date of Submittal:		Full Company Address		Phone Number	
		Original contract amount		Proposed total amount to be subcontracted to this firm:	
		<u>\$1,505,742.67</u>		<u>\$142,870.00</u>	
				Proposed percent of contract to be subcontracted: %	
				<u>9%</u>	
Only Firms currently certified as DBE firms by ConnDOT may be submitted					
Status of firms may be verified by calling ConnDOT's Contract Compliance office at 594-2163					
Item Number & Description	Quantity for Item Subcontracted	Are any Items Partial	Item Amount Bid by Prime (\$)	Dollar Amount to be Subcontracted (\$)	Subcontractor Classified as MBE or WBE?
0205001 Trench Excavation (0-4 ft Deep)	198		\$0,692.00	\$8,910.00	
0205002 Rock in trench Excavation (0-4 ft Deep)	0		\$2,800.00	\$1800.00	MBE
0205003 Trench Excavation (0-10 ft Deep)	122		\$6,588.00	\$5,490.00	WBE
0205004 Rock in trench Excavation (0-10 ft Deep)	20		\$5,000.00	\$3,000.00	DBE X
0406012 Bituminous Concrete Class 1	330		\$5,280.00	\$3,300.00	
0406017 Bituminous Concrete Class 2	4		\$480.00	\$540.00	
0406030 Bituminous Concrete Class 4	475		\$29,450.00	\$19,950.00	
0406236 Material for Tack Coat	680		\$1,360.00	\$680.00	
0507001 Type "C" Catch Basin	1		\$3,100.00	\$2,200.00	
0507201 Type "C-L" Catch Basin	2		\$5,100.00	\$4,000.00	
065001 Bedding Material	10		\$1,000.00	\$500.00	
0651011 12" R.C. Pipe	500		\$162,500.00	\$75,500.00	
0651013 15" R.C. Pipe	110		\$22,000.00	\$15,500.00	
0652011 15" R.C. Culvert End	1		\$1,800.00	\$1,500.00	
Note: If yes, please explain subcontractor's involvement.					
Approval is requested for the above firm to perform as		Subcontractor <input checked="" type="checkbox"/> Manufacturer <input type="checkbox"/> Supplier <input type="checkbox"/>			
Signed by: <u>Tyler Stephen</u>		Signed by: <u>Stephen Tyler</u>			
for Prime Contractor, title		for Subcontractor, title			

12-15 CLA12's

The CLA12 forms are located in Chapter 5. The CLA12's are the agreements between the prime contractor and subcontractors. Also attached with these should be the actual contract between the prime contractor and subcontractors.

12-16 Site Record Review Documents

See Chapter 22 for Site Record Review documents and further explanation of review. These original completed reviews are to be kept in the Volume IV.

Chapter 13 – Cost Plus

13-1 General

When the extent of extra work cannot be predetermined or an agreed price cannot be reached with a contractor, an order to do the extra work on a cost-plus basis maybe pursued.

The cost plus sheets CON-9's and all applicable attachments must be kept in the Volume III. If the item is excessive then it may be kept in its own Volume III.

If an error is noted at any time, the incorrect figure, item or statement is to be crossed out, initialed, and the corrections neatly written above it, or referenced to the correction. **No erasures or whiteout are allowed.**

13-2 Issues

Before the cost-plus work begins the Chief Inspector should discuss with the Contractor the labor, material and equipment to be used. Knowing the resources ahead of time can avoid misunderstanding and inefficiencies. The chief inspector must keep the Municipality and State well informed on discussions with the contractor.

The municipality must ensure they have contacted the State about participation in the new item. See chapter 15 for explanation of procedures for incorporation of new items.

The Municipality must pay the Contractor labor, material and equipment costs used to perform cost-plus work. The Standard Specifications form 816 Articles 1.04.02, 1.04.03 and 1.04.04_ are very explicit about the method of payment, and the inspector must become familiar with this section before engaging in cost-plus work.

13-3 Documentation

Cost-plus documentation includes the following;

- A letter from the State to the Municipality directing or confirming the work is being done on a cost plus basis.
- A letter from the Municipality to the Contractor directing or confirming the work is being done on a cost plus basis.
- A completed Daily Report of Cost plus, Form CON-9, signed by the contractor and the inspector for each day work is performed

- Certified payrolls that document labor rates reported on the CON-9 for the time period covered.
- Contractor's costs for insurance, taxes and bonding
- Quotes for specialized work (if quotes were requested)
- Copies of paid (receipted) bills for all materials and rented equipment used.
- Affidavit for material taken out of the Contractor's stock, certifying material quantities claimed and prices claimed.
- Quotes for rental equipment (if quotes were requested)
- Worksheets documenting the allowable equipment rates determined from the Rental Rate Blue Book published by Primedia Business Magazines & Media. This must be requested through the MSAT teams.

13-4 Procedures

When it is determined that cost-plus work is required, the Chief Inspector will immediately process a construction order to establish an item and an estimated cost-plus account for that item. For construction order procedure refer to Chapter 14.

Cost plus operations must have full time inspection. The inspector will complete a CON-9 for each day cost-plus work is performed and have it signed by the contractor at the end of each work day. The report must accurately document the labor, equipment and material used for the cost-plus work for that day. If the contractor refuses to sign the report note this on the CON-9 and the DWR.

Cost-plus payment are processed on a payment estimate within thirty calendar days after the work is performed regardless if the contractor has furnished supporting documents or not.

When supporting documentations are missing the inspector will determine an estimated payment by using available information such as daily work reports, previously submitted certified payrolls, prevailing wage scales, previous insurance and tax premiums, subcontracts, invoices, area prices for materials, etc,

Estimated payments for cost-plus work are to be calculated by completing the CON-9 and attaching it to the DWR or for a cost-plus operation with limited labor, equipment and materials by making the calculation directly on the DWR. When a CON-9 is used for progress payment, the "Progress Payment" check box must be selected and the form must indicate the period covered. For payment purposes, progress payments will only be for 90% of the total estimated value for labor, material and equipment: 10% will be withheld

13-5 Labor Rates

The contractor is to ensure appropriate wage rates are paid to all employees based on the type of work performed. When preparing the CON-9, record the actual rate shown on the certified payroll for employees working on cost-plus work. Verify the employees' classifications are appropriate for the work performed and the rates of pay are at least equal to applicable prevailing wage rates. Do not correct the wage rates the contractor has submitted. Any concerns about the rates shown on the certified payroll are to be resolved with the contractor and the contractor will make corrections if necessary.

When cash benefits are paid, they are reported in the upper labor section, Item 1 of the CON-9. This information is obtained from the certified payrolls. Use a separate line to record this information for each employee that receives cash benefits. When overtime is authorized and used for cost-plus work, make sure time and half is only applied to the hourly wage rate and not the cash benefits unless the certified payrolls reflect otherwise.

When plan fringe benefits are provided, these costs are reported in the Health, Welfare and Pension section, Item 2 of the CON-9. The plan benefit costs must be obtained from the certified payrolls. See Figure 13.2 for Certified Payroll.

Contract provisions require the submission of certified copies of payrolls showing the names of all employees working on the project (Article 1.05.12 of the Standard Specification). This provision also applies to subcontractors. In addition, State and Federal regulations require the submission of statement of compliance when prevailing wage rates apply. See figure 13.3 for State Statement of Compliance and 13.4 for Federal Statement of Compliance.

No one above the grade of foreman is to be included in the labor section of a CON-9 except when the following three conditions are met: (1) the contractor is entirely occupied with cost-plus work, and (2) the municipality has authorized a superintendent and (3) the allowable pay rate for the supervisor has been agreed upon with the contractor. Before authorizing a superintendent and negotiating an allowable pay rate, the Municipality must discuss the need for a superintendent with the MSAT Team.

Figure 13.3 Certified Payroll State Statement of Compliance

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

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

Please specify the type of benefits provided:

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

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____

I, _____ of _____, (hereafter known as Employer)
in my capacity as _____ (title) do hereby certify and State:

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

A) The records submitted are true and accurate;

B) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53(d), and said wages and benefits are not less than those which may also be required by contract;

C) The Employer has complied with all of the provisions in Connecticut general Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

D) Each such employee of the Employer is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

E) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contract or in connection with a subcontractor relating to a prime contract; and

F) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both

Submitted on _____ (Date)

(Signature)

(Title)

Figure 13.4 Certified Payroll Federal Statement of Compliance

<p>Date _____</p> <p>I, _____, _____ (Name of Signatory Party) (Title)</p> <p>do hereby state:</p> <p>(1) That I pay or Supervise the payment of the persons employed by _____ _____ on the _____ (Contractor or Subcontractor) (Building or Work)</p> <p>_____ that during the payroll period commencing on the _____ day of _____, 200____, and ending the 10 day of _____, 200____.</p> <p>all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ _____ from the full (Contractor or Subcontractor)</p> <p>weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:</p> <p>_____</p> <p>_____</p> <p>(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.</p> <p>(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.</p> <p>(4) That:</p>	<p>(b) WHERE FRINGE BENEFITS ARE PAID IN CASH</p> <p>Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4 (c) below.</p> <p>(c) EXCEPTIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">EXCEPTION (CRAFT)</th> <th style="width: 50%;">EXPLANATION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> <p>REMARKS:</p> <p>_____</p> <p>_____</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">NAME AND TITLE</th> <th style="width: 50%;">SIGNATURE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table> <p><small>The willful falsification of any of the above statements may subject the contractor or subcontractor to Civil or Criminal Prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.</small></p>	EXCEPTION (CRAFT)	EXPLANATION																	NAME AND TITLE	SIGNATURE		
EXCEPTION (CRAFT)	EXPLANATION																						
NAME AND TITLE	SIGNATURE																						

13-6 Labor Markup for Insurance and Taxes

For worker’s compensation, public liability and property damage insurance premiums, unemployment insurance contributions, social security taxes, and bonding costs for cost-plus work the contractor must furnish satisfactory evidence of the cost paid for such insurance’s and taxes.

The Municipality should request that the contractor’s submittal be addressed in a letter signed by an officer of the company, addressed to the municipality which identifies a breakdown of labor additives in writing. The letter must include the following:

- Worker’s compensation rate
- General liability and property damage insurance rate
- Social Security (FICA) rate
- State unemployment insurance rate
- Federal unemployment insurance rate
- A copy of the “Declaration Sheet” from their insurance company

Copies of these submittals are to be maintained in the Volume III with the cost-plus sheets. Reimbursement for insurance-and-taxes (the total of the above items) should not exceed 60 percent for general construction work. For steel erection and bridge painting work, the maximum additive should not exceed 80 percent. If the additive exceeds the above rates, the Municipality should require the Contractor to submit a justification for the higher rates to the Municipality for submission to the District for review and approval. If a contractor's rate changes by 5 percent or more at any time, this change must be brought to the MSAT team's attention.

Figure 13.5 Insurance and taxes

STEPHEN CONSTRUCTION
12 RIVER CANAL
GRISWOLD, CT. 06351

To Whom It May Concern:

The following verifies that the current employer tax rates for Stephen Construction of Griswold, CT, as shown below:

FICA	7.65
WORKMENS COMPENSATION	25.25
GENERAL LIABILITY/PROP DAMAGE	10.50
SUTA	4.00
FUTA	0.80
TOTAL	48.20

Please refer to the attached Payroll Summary Statement for Verification

If you have any questions or require additional information, please contact the undersigned at (860) 000-0000

Very Truly Yours
Stephen Tyler
Stephen Tyler
President

13-7 Material

Any material utilized during a cost plus operation must provide the following information:

Copies of paid (receipted) bills for all materials and rented equipment used. See Figure 13.6 for receipted bill.

- Acceptable documentation for receipted bills are:
- A. Copies of the cancelled checks for invoiced material/rented equipment.
 - B. Invoices signed, "Paid in Full" by the Vendor
 - C. Invoices stamped "Paid" and the contractor's check number noted and a copy of a bank statement showing the check was paid

Figure 13.6 Receipted Bill

Douglas Lumber		invoice number		22234	
Route 7		invoice date		7/4/2001	
Smithfield, RI 02917					
SOLD TO Stephen Construction		SHIP TO: Stephen Construction			
River Canal		River Canal			
Griswold CT. 06351		Griswold, CT. 06351			

ACCOUNT #	CUSTOMER P.O. #	TERMS	ORDER #	ORDER DATE	SLSMN	INVOICE #	INVOICE DATE
M5987		NET 10	90933	06/24/01	720	22234	7/4/2001
ORDERED	BACK ORDERED	SHIPPED	U/M	DESCRIPTION	PRICE	AMOUNT	
1	0	1	EACH	8X12X12 #2 SYP RGH N/S	\$121.00	\$121.00	
7	0	1	EACH	8X12X16 #2 SYP RGH N/S	\$162.00	\$1,134.00	
1,000	0	1,000	EACH	6" DECK SCREW GALVANIZED	\$0.109	\$109.00	
PAID CHECK NO 10234						NET INVOICE:	\$1,364.00
*** COPY OF CANCELLED CHECK SHALL BE ATTACHED FOR PROOF OF PAYMENT OR BANK STATEMENT SHOWING PROOF OF PAYMENT						OTHER:	\$0.00
						FREIGHT:	\$0.00
						SALES TAX:	\$0.00
						INVOICE TOTAL:	\$1,364.00

Affidavit for material taken out of the Contractor's stock, certifying material quantities claimed and prices claimed. The affidavit must include language that attests to the price claimed for materials and verifying that it represents the current fair market value. See Figure 13.7 for affidavit.

Figure 13.7 Affidavit Material from Stock

MATERIAL CERTIFICATION FOR MATERIAL TAKEN FROM STOCK

Stephen Construction
River Canal
Griswold, Ct. 06351

RE: MATERIAL CERTIFICATION
Ellmond Road Bridge Reconstruction

Stephen Construction has prepared this letter to certify that the following material:

4x6x16 ACQ Preserved #2 lumber
4 @ \$30.97 each

was taken from our inventory and used for the installation of a boardwalk section for the Ellmond Road Bridge

We trust that this letter satisfies the project requirements at this time. Please do not hesitate to contact me if you should have any questions or require any additional information.

Very Truly Yours
Stephen Construction
Stephen Tyler
Signature
Stephen Tyler
President

13-8 Bonding Costs

Increased bonding costs associated with cost-plus work will be typically reimbursed in a single lump sum payment near the completion of the project after the contractor has furnished documentation that substantiates the increased costs. Documents supporting increased bonding costs are to be maintained in the Volume III. The bonding cost should be between 0% to 2% of the total cost of the cost-plus work. If the bonding cost is greater than 2%, check with the MSAT team to see if the percentage rate is acceptable. If the original Contract value is not increased then no additional bonding payment is required.

13-9 Specialized work

On rare occasion the contractor may be directed to perform specialized work requiring skills, tools and equipment substantially different than those ordinarily used by the contractor and their subcontractors. Items of work that are covered by the Standard Specifications or by the original contract documents are not specialized work unless specifically designated as such in the original contract documents. Before classifying work as specialized the municipality must check with the MSAT Team for clarification. Specialized subcontractors need to be approved to work on the project and are required to furnish certified payrolls. For specialized work, the contractor will be reimbursed their actual cost plus administrative expense per the specification. An example of specialized work would be the removal of asbestos that was not originally anticipated.

13-10 Rental Rate Blue Book

Contractor owned equipment including equipment owned by a subsidiary, affiliate, or parent company of the contractor that has been authorized for cost-plus work is reimbursed the applicable rental rate determined from the Rental Rate Blue Book published by Primedia Business Magazines & Media Inc.

The maximum rate used in paying for contractor-owned equipment is the applicable monthly rate in the blue book divided by 176 (176 working hours per month).

The blue book rates reflect an amount an equipment owner should charge during a contractual period to recover equipment related costs based on single shift 8 hour/day, 40 hour/week, 176 hour/month basis. These rates take into consideration normal owner and operating costs for contractor-owned equipment including major overhaul costs; however, the estimated operating cost/hour may not include extraordinary operation expendables. The excluded operation expendables will be noted on the worksheet. To obtain payment for operating expendables the contractor must provide satisfactory documentation of their actual cost.

When equipment is exclusively assigned to cost-plus work and is consistently working in severe conditions, the contractor may be entitled to additional payment for maintenance costs.


When requesting a blue book rate, make sure to provide sufficient information to obtain the correct rate. The information provided should include year, make, model, H.P., diesel or gas, wheel or track, rollover protection, transmission type, attachments, bucket sizes, lifting capacity, etc. staff need to exercise caution as the wrong rate may be inadvertently provided if insufficient information is provided. See Figure 13.8 for minimum information needed to request rates. See Figure 13.9 for Primedia Blue Book Rate.

Figure 13.8 Minimum requirements for requesting rates

EQUIPMENT MINIMUM INFORMATION NEEDED FOR DISTRICT TO PROVIDE RATES TO PROJECT
Requests for Blue book equipment rates must have the following minimum information provided to Districts in order for proper rates to be supplied to be used on cost plus sheets
Jackhammers (Pavement Breaker) - Standard or silenced, lbs., year
Hydraulic Impact Breakers - year, make model, foot lbs., BPM
Compressor - year, CFM rating, No. of wheels, H.P., gas or diesel, make, model
Roller - year, make, model, tons, H.P., No. of wheels, gas or diesel, static or vibratory
Grader - year, make, model, type of transm., H.P., type of blade, gas or diesel, articulated
Loader - year, wheel or crawler, gas or diesel, make, model, cap. (C.Y.), H.P., type of transmission, with or without backhoe attachment, bucket capacity, 2WD or 4WD, articulated
Backhoe - year, make, model, gas or diesel, self propelled, crawler, tire mounted, capacity, buck capacity, H.P., axle config
Gradall - year, make, model, H.P.
Shovel - year, make, model, bucket capacity, H.P.
Clamshell - year, need bucket type (round or square nose), general purpose or heavy duty, concrete bucket (size C.Y.), vibratory (air) diameter, H.P.
Clamshell Buckets - year, capacity, type, duty (standard, heavy, lightweight)
Generator - year, make, model, kilowatts, H.P., gas or diesel
Crane - year, make model, hydraulic or mechanical, self propelled or truck mounted, gas or diesel, boom range, capacity (tons), lift capacity, H.P., axle config., track or wheels
Bulldozer - year, make, model, H.P., blade (angled or straight), Hyd. Control units, Hyd. Tilt attachment, track or wheels, gas or diesel
Pump - year, centrifugal, diaphragm, trash/sewage, air or water colled, C.P.B. rating pump size, portable or tire mounted, gas or diesel, gals/hr., H.P., hand or electric, pump capacity
Hoses - year, diameter, length, suction or discharge
Trailers - year, front/rear loading - flush deck, rear loading - drop dec., rear load - flush deck, tandem or triple axle, tons, folding or fixed gooseneck, on/off highway, tilt decks, capacity, axle configuration, payload, deck length
Prime Mover - year, make, model, H.P. (all diesel)
Trucks - Dump - year, on/off highway, GVW, gas or diesel, body capacity, H.P., axle configuration
Trucks - On/Off Highway - year, make, model, gas or diesel, capacity (tons), capacity (C.Y.), H.P., GVW
Trucks - Pickup - year, model (4x2 or 4x4), tons, gas or diesel, cab type, H.P.
Trucks - Flatbed - year, gas or diesel, axle config., GVW, H.P.
Electric Drills - year, size, G.P., reversible, heavy duty, extra heavy duty, RPM's, chuck size, amps, hammer
Air Drills - year, make, model, max hole size, drill type
Power Saws - Chain- year, bar length, bar type, handle size
Power Saws - Cut Off - year, engine size (Cu. Inc.), blade diameter
Power Saws - Circular - year, blade size, depth cut, amps, Direct or worm gear drive
Power Saws - Reciprocating - year, strokes per min., type
Compactors - Plate Type - year, hand held, gas or diesel, size of plate, H.P.
Compactors - Static/Vibratory - year, make, model, towed or self propelled, number of drums, drum size, number of wheels, weight, gas or diesel, H.P.
Heaters - year, space, type, BTU, propane or kerosene

Figure 13.9 Primedia Blue Book Rate

Rental Rate Blue Book
Page 1 of 1



www.equipmentwatch.com

Rental Rate Blue Book

New Holland LS180 (discontinued 2004)
Skid Steer Loaders

Equipment Notes: Includes bucket and ROPS, unless otherwise noted.

Configuration for LS180

Power Mode : **Diesel** Operating Capacity : **2,555 lbs**
 HP : **60.0**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate **
	Monthly	Weekly	Daily	Hourly		
Published Rates	\$2,150.00	\$600.00	\$150.00	\$23.00	Hourly \$12.20	Hourly \$24.42
Adjustments						
Region (Connecticut: 103.7%)	+\$79.55	+\$22.20	+\$5.55	+\$0.85		
Model Year (100%)	-	-	-	-		
Ownership (100%)	-	-	-	-		
Operating (100%)					-	
Total:	\$2,229.55	\$622.20	\$155.55	\$23.85	\$12.20	\$24.87

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	26%	\$559.00
Overhaul (ownership)	59%	\$1,268.50
CFC (ownership)	8%	\$172.00
Indirect (ownership)	7%	\$150.50
Fuel (operating) @ \$2.49 / gal	45%	\$5.53 / hr
Revised Date: 2nd Half 2006		

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https://www.equipmentwatch.com/Tools/RRBB/RRBB_PrintDetails.jsp?isAdjusted=Yes
2/6/2007

If there is no rental rate readily available from the blue book for a piece of equipment, the publisher should be contracted to determine if they can provide one. If they can not, a rate can be established by using rates listed by other publishers, organizations or rental companies or any other method approve by the MSAT Team.

13-11 Idle Equipment

For any piece of contractor-owned equipment assigned exclusively for cost-plus work the contractor is guaranteed reimbursement for a minimum of 8 hours of use time, idle time, or combination thereof, excluding weekends, legal holidays which the contractor does no work and other days he is ordered not to do contract work. Idle time is only reimbursed at 50% of the applicable rental rate, **excluding** operating cost.

If the contractor is actively working on cost-plus work, payment for contractor owned equipment that is idle or partially idle as follows:

- For equipment that is also being used for non-cost-plus work no idle time is paid for the day.
- If a piece of equipment remains idle during any day or portion of a day, excluding Saturday, Sunday or a holiday which the contractor does no work, or any other day the contractor is ordered to do no work, payment is made at 50% of the applicable rental rate, excluding operating costs up to a maximum of 8 hours. When a contractor works a nonstandard 40 hour workweek, i.e. four – ten hour days and a piece of equipment remains idle for a portion of the day the contractor is reimbursed for the equipment idle time for the workday, up to a maximum of 8 hours. For instance, a contractor uses a piece of equipment for only one hour during a 10 hour work day; the contractor would be reimbursed for 1 hour at the active and 7 hours at the idle rate for the piece of equipment.
- If a piece of equipment is idle for the entire workday that is on Saturday, Sunday or a holiday which the contractor does no work, or for any other day the contractor is ordered to do no work no payment is made for the piece of equipment.
- If the equipment is used for part of the work day that is on Saturday, Sunday or a holiday, payment is made for the actual number of hour's active and idle time, if any up to a total of 8 hours for the day.

13-12 Rented Equipment

The Municipality may direct the contractor to rent equipment when it is determined the equipment is needed to perform cost-plus work. Before directing the rental of equipment, discuss with the contractor the equipment they have available and the equipment needed to perform the work and how long they think the equipment will be needed. If after discussion, it is determined that a certain piece of equipment is needed that the contractor does not have, ask the contractor to furnish published rates from the rental company they plan to use.

The rates furnished should include the following:

- A daily rate per hour for equipment used for 7 consecutive days and less
- A weekly rate per hour for equipment used from 8 to 21 consecutive days
- A monthly rate per hour for equipment used more than 21 consecutive days

If the rates appear high ask for additional quotes. You can also check the rates with those listed in the Rental Rate Blue Book. The contractor will be reimbursed the actual rental rate paid based on original receipted bills for the rental expenses incurred unless otherwise specified in the specifications.

Note: Rented Equipment that comes with an operator is not exempt from prevailing wage requirements. The operator must be reported on a certified payroll.

13-13 Administrative Expenses

When extra work on a cost-plus basis is performed by an authorized subcontractor, the Municipality will pay the prime contractor an administrative expense for that work based on the table in the Form 816 section 1.09.04(e) unless otherwise specified in the contract.

Chapter 14 – Construction Orders

14-1 General

Construction Orders (CON-5) are issued to authorize changes to the contract. The Municipality shall not make any changes or increase contract time without Department of Transportation approval. Construction orders may make increases and decreases in original quantities of contract items, add extra work, add or modify contract plan sheets, or alter the sequence or character of the work. They will also be utilized to incorporate new items and time extensions into the contract. See Chapter 15 for procedure of incorporation of new contract items and time extensions into contract.

Construction Orders on each project shall be lettered in alphabetical order. When the Department's project number is 200-200, the first construction order issued on a project would be 200-200-O6A, second issued 200-200-O6B, etc.

The terms of an executed construction order are enforced as though they were part of the original contract. It is essential that construction orders explicitly describe the change proposed, including:

- The character and scope of the change
- Where and within which limits the change applies
- The method of compensation
- Any changes in the allowed contract time

The construction order needs to explain why it has been prepared. It should be short and concise yet detailed enough to provide persons with no knowledge of the project with an understanding of why the change is made.

When a construction order is done properly it will identify:

- What is the change
- Who initiated the change
- Where is the specific location of the change
- Why was the change needed
- When the change is initiated

All Construction Orders must be presented in an acceptable format with the appropriate back-up acceptable to the MSAT Team.

14-2 Need for Construction Orders

Construction orders are required for design-initiated changes in the plans or typical sections, when any changes result in monetary increases or decreases, and/or when an adjustment in contract time is required. The changes can be made part of the contract only through construction orders. Design changes and cost-plus work should be submitted promptly with estimated quantities rather than waiting until accurate quantities are available.

Changes and extra work should be held to the minimum and limited almost exclusively to revisions and additions necessitated by conditions that could not reasonably be anticipated before the project was advertised for bid. The Municipality must carefully review changes that involve a substitute material or a change in the method of construction.

Review of a proposed change will involve the following considerations:

- Is the change in the public interest?
- Does it provide an equal or better material or product than originally planned?
- Does it provide a better method of construction than originally planned?
- Does the contractor benefit from the change, and if so, is there a corresponding benefit to the project?

Design changes, substitution of materials, revised methods of construction, and specification modifications must satisfy the above criteria in order to provide adequate justification for consideration and approval.

Additional contract time is to be processed on intermediate construction orders whenever a contractor's request for an extension of contract time is approved. A full explanation justifying the additional time must be attached to the construction order.

14-3 Preparation

The process to initiate a Construction Order should be started as soon as the potential need for a change is identified. Revised quantity determinations are to be made as the work progresses, and final-quantity revisions are to be included on intermediate construction orders as items are completed. Updating quantities on intermediate construction orders reduces the time required to prepare the final construction, enables one to keep better track of the project cost.

The chief inspector is the primary person responsible for the preparation and content of the construction order. The Municipality Town Administrator is responsible for ensuring that the construction orders are being done and submitted to the MSAT Team for review.

Construction orders that involve price adjustments, differing site conditions, or claim settlements cannot be initiated until the Municipality has asked the MSAT Team to obtain the required approvals.

No new items or time extensions shall be placed on a construction order without prior approval of items or time. See Chapter 15 for new contract items and time extension processing.

14-4 Content

In preparing construction order explanations, remember that the auditor or reviewer of a construction order usually is unfamiliar with the project. The explanations provided must clearly explain the need and authority for the change and provide an analysis that people unfamiliar with the project can understand. Use the following guidelines.

- Dimensional changes or a change in the plans or typical section (with the exception of minor revisions in the location of culvert, manholes and catch basins): Incorporate revised plan sheets when available. When the change is being made to benefit the contractor make sure to indicate as such and also identify the corresponding benefit to the Municipality and Department if one exists.
- Overruns/Underruns (no design change): Provide a detailed change order explanation whenever both of the following conditions are met:
 - The cumulative quantity change of an item varies by 10 percent or more from the original estimate.
 - The value of the quantity change is more than \$5,000.
 - If the item was increased or decreased on more than one construction order, an item summary must be provided. The reason why the quantity differs from the design estimate should be explained in detail whenever possible. Avoid simply stating that design overestimated or underestimated the item. If the designer provided insufficient detail to determine why there is an overrun or underrun, indicate so. Note: do not include quantity changes caused by design revisions when determining overrun/underrun percentages.
- When items are determined to be non-participating work ensure to place in non-participating on the construction order.
- If cost-plus work is being added on the construction order prior authorization of incorporation of a new item must be obtained. Attach an estimated cost breakdown if estimated cost-plus being added until final amount is known. Once the final amount is known show in the back up the final cost-plus amount and the estimated amounts to date, and the remainder for that construction order.

- Documentation used to support the construction order must be referenced and identified in the construction order addendum, i.e. memorandum requesting design revision, price approval letter establishing price for new items, etc.

14-5 Standard Explanations – Classification of Item Changes

Use the following classifications to identify the appropriate standard explanation to apply to specific items (line items) to classify the changes:

PC-S Change in Scope – Includes changes in character of work (i.e., deck repair to deck replacement, etc.), extension of projects limits (i.e., additional signalized intersection, limits more than 100' beyond original, etc.), *elimination of contract work*, and work not normally associated with the type of work originally bid. *This classification also includes Major items that increase in excess of 125% or decreased below 75% of the original quantity as described in Article 1.04.03 (4a) & (4b) of the Standard Specifications.*

PC-U Unforeseen Condition – *Includes additional work necessitated by encountering reasonably unforeseeable conditions which differ materially from those indicated in the contract or unusual conditions differing from those normally encountered. Items applying to this classification are defined by Article 1.04.04-Differing Site Conditions of the Standard Specifications.* Examples: underground storage tank, contaminated materials, concealed decay, unanticipated rock or groundwater.

PC-C Contract Revision – *Includes changes in the original design initiated by design or construction which does not alter the basic character of the project, revised specifications, and pay items inadvertently omitted from the contract.* Examples: revisions to pavement markings, *revisions to unsuitable excavation limits, revisions to base materials, revisions to stage construction,* revisions to signalized intersection, and missing payment items in the contract (i.e. no rock in trench item where rock outcrops are plainly visible, etc.)

PC-Q Quantity Adjustments – *Includes increases or decreases in original quantities not attributable to any of the above classifications and miscalculations on original computations.*

PC-O Other Adjustments – Includes sanctions and / or credits.

PC-T Time Extension

14-6 Documentation

Generally, the documentation should include the following:

- The Municipalities letter to the Contractor advising of additional work and requesting a price submittal for the new-contract items.
- The Contractor's letter outlining requested prices, with breakdowns showing the methods of computation.
- The Municipalities letter to the MSAT Team requesting participation in the new items.
- The District's letter to the Municipality approving prices or, if the prices cannot be substantiated, notifying the Municipality to direct contractor work will be done on a cost-plus basis.
- The District's letter determining that the work will be federally non-participating.

14-7 Processing

Construction Orders are processed according to the following guidelines:

- The Town Administrator and Chief Inspector must make regular checks of the project records to identify any need for a construction order
- Funding for the construction order work must be checked out as soon as possible, to determine if additional funding or agreements are needed.
- Municipality Chief Inspector prepares the draft construction order and submits it to the MSAT Team for review.
- MSAT Team will review the draft construction order for participation, funding, and format.
- MSAT Team returns the draft construction order with comments to the Municipality for corrections.
- Municipality makes corrections and creates two originals.
- Municipality inspector signs both originals.
- Municipality mails both originals to the contractor for signature. The contractor is given two weeks for signing. See figure 14.1 for sample letter.

Figure 14.1 Letter transmit CON-5

January 3, 2001

Stephens Construction
River Canal
Griswold, Connecticut 06351

Gentlemen:

Subject: Project No. 200-200
FAP No. BRZ-6200
Replacement of Ellmond Road Bridge
Griswold

Transmitted, for your signature of acceptance, are two copies of Construction Order No. O6B Dated January 2, 2001, on the above captioned project.

Please sign and return all copies within two weeks to the Town. The original copy will be returned to you when it has been approved by the proper authority.

If, for any reason, you do not wish to sign this Construction Order, please return it to this office with a letter of explanation. If the Construction Order is not returned **within two weeks**, we will reprocess this order and forward it, unsigned, for processing.

Sincerely,

Edward Madejek
Town Official

Cc: MSAT Team

- Any construction order not returned or returned unsigned by the contractor must be noted as such and processed unsigned.
- Contractor objections for not signing a construction order will be investigated and the contractor will be advised in writing of the action the Municipality has taken. This letter must be included with the fully executed construction order.
- If the contractor returns the construction order signed, then the Municipality has its official sign both originals.
- Construction Orders CON-5 see figure 14.2 for CON-5 and figure 14.3 for addendum.

Figure 14.2 CON-5

NAME OF TOWN AND ROAD Griswold Elliott Road Bridge		CON. 5 REV 2/93 DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & HIGHWAY OPERATIONS STATE OF CONNECTICUT CONSTRUCTION ORDER				KIND OF WORK EXTRA <u> X </u> ADDITIONAL <u> X </u> COST PLUS <u> </u>		ORDER NO. 200-200-O6B DATE July 31, 2001																																																																																																																												
FED. AID PROJ. # BRZ-6200		CONTRACTOR Stephen Construction River Canal Griswold, CT. 06351		FUNCTION 573-278	UNIT 701	TOWN 200	PROJECT 200	ACTIVITY 06	ESTIMATED COST \$14,642.00																																																																																																																											
<p>PLEASE EXECUTE THE FOLLOWING WORK ON THE ABOVE CONTRACT, BASED ON THE UNIT PRICE. ON ITEMS NOT LISTED IN THE CONTRACT, THE DEPARTMENT OF TRANSPORTATION WILL PAY AND THE CONTRACTOR WILL ACCEPT THE UNIT PRICES AS LISTED BELOW. ACCEPTANCE OF THIS CONSTRUCTION ORDER BY THE CONTRACTOR MAKES THIS ORDER A PART OF THE ORIGINAL CONTRACT AND THE CONTRACTOR AGREES TO PERFORM THE WORK DESCRIBED AT THE PRICES STATED HERIN.</p> <p>COST PLUS WORK AS NOTED.</p> <p>Authority: Standard Specifications, Form 814A and supplemental specifications dated January 2001</p> <p>Paragraph 01 Participating Paragraph Classification "X" Location: Project Limits Description: Incorporate 15 Day Time Extension into the contract</p> <p>Paragraph 02 Participating Paragraph Classification "I" Location: Project Limits Description: Normal Increases and/or decreases to original contract items</p> <table border="1"> <thead> <tr> <th>Item No</th> <th>Description</th> <th>QTY</th> <th>UNIT</th> <th>PRICE</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0406031</td> <td>Bituminous Concrete Class 4</td> <td>200.00</td> <td>TON</td> <td>\$52.00</td> <td>\$10,400.00</td> <td></td> </tr> <tr> <td>0601091A</td> <td>Simulated Stone Masonry</td> <td>-17.35</td> <td>S.Y.</td> <td>\$80.00</td> <td></td> <td>-\$1,388.00</td> </tr> <tr> <td colspan="5" style="text-align: right;">TOTALS</td> <td>\$10,400.00</td> <td>-\$1,388.00</td> </tr> <tr> <td colspan="5" style="text-align: right;">PARA 02 NET INCREASE</td> <td>\$9,012.00</td> <td></td> </tr> </tbody> </table> <p>Paragraph 03 Participating Paragraph Classification "E" Location: Project Limits Description: Increase one contract item</p> <table border="1"> <thead> <tr> <th>Item No</th> <th>Description</th> <th>QTY</th> <th>UNIT</th> <th>PRICE</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>0219001</td> <td>Sedimentation Control Systems</td> <td>50.00</td> <td>L.F.</td> <td>\$8.00</td> <td>\$400.00</td> <td></td> </tr> <tr> <td colspan="5" style="text-align: right;">TOTALS</td> <td>400.00</td> <td></td> </tr> <tr> <td colspan="5" style="text-align: right;">PARA 03 NET INCREASE</td> <td>\$400.00</td> <td></td> </tr> </tbody> </table> <p>Paragraph 04 Non-Participating Paragraph Classification "I" Location: Project Limits Description: Incorporate one (1) new item into the Contract</p> <table border="1"> <thead> <tr> <th>Item No</th> <th>Description</th> <th>QTY</th> <th>UNIT</th> <th>PRICE</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>O6B0001</td> <td>Install Park Benches</td> <td>4.00</td> <td>EACH</td> <td>\$1,307.50</td> <td>\$5,230.00</td> <td></td> </tr> <tr> <td colspan="5" style="text-align: right;">TOTALS</td> <td>\$5,230.00</td> <td></td> </tr> <tr> <td colspan="5" style="text-align: right;">PARA 04 NET INCREASE</td> <td>\$5,230.00</td> <td></td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Paragraph Summary</th> <th>Totals</th> </tr> </thead> <tbody> <tr> <td>Paragraph 01</td> <td>\$0.00</td> </tr> <tr> <td>Paragraph 02</td> <td>\$9,012.00</td> </tr> <tr> <td>Paragraph 03</td> <td>\$400.00</td> </tr> <tr> <td>Paragraph 04</td> <td>\$5,230.00</td> </tr> <tr> <td>TOTAL O6B</td> <td>\$14,642.00</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>PROJECT NO.</th> <th>PARTICIPATING</th> <th>NON-PART</th> <th>TOTALS</th> </tr> </thead> <tbody> <tr> <td>ORIGINAL ESTIMATE</td> <td>\$1,505,742.67</td> <td></td> <td>\$1,505,742.67</td> </tr> <tr> <td>PREVIOUS C.O.'S</td> <td>-\$3,500.00</td> <td></td> <td>-\$3,500.00</td> </tr> <tr> <td>CO O6B</td> <td>\$9,012.00</td> <td>\$5,230.00</td> <td>\$14,242.00</td> </tr> <tr> <td>REVISED ESTIMATE</td> <td>\$1,511,254.67</td> <td>\$5,230.00</td> <td>\$1,516,484.67</td> </tr> </tbody> </table>										Item No	Description	QTY	UNIT	PRICE			0406031	Bituminous Concrete Class 4	200.00	TON	\$52.00	\$10,400.00		0601091A	Simulated Stone Masonry	-17.35	S.Y.	\$80.00		-\$1,388.00	TOTALS					\$10,400.00	-\$1,388.00	PARA 02 NET INCREASE					\$9,012.00		Item No	Description	QTY	UNIT	PRICE			0219001	Sedimentation Control Systems	50.00	L.F.	\$8.00	\$400.00		TOTALS					400.00		PARA 03 NET INCREASE					\$400.00		Item No	Description	QTY	UNIT	PRICE			O6B0001	Install Park Benches	4.00	EACH	\$1,307.50	\$5,230.00		TOTALS					\$5,230.00		PARA 04 NET INCREASE					\$5,230.00		Paragraph Summary	Totals	Paragraph 01	\$0.00	Paragraph 02	\$9,012.00	Paragraph 03	\$400.00	Paragraph 04	\$5,230.00	TOTAL O6B	\$14,642.00	PROJECT NO.	PARTICIPATING	NON-PART	TOTALS	ORIGINAL ESTIMATE	\$1,505,742.67		\$1,505,742.67	PREVIOUS C.O.'S	-\$3,500.00		-\$3,500.00	CO O6B	\$9,012.00	\$5,230.00	\$14,242.00	REVISED ESTIMATE	\$1,511,254.67	\$5,230.00	\$1,516,484.67
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Figure 14.3 Addendum

		Project No. 200-200 Addendum to Construction Order O6B Page 1 of 1
Paragraph 01	Participating	
Incorporate a 15 Day Time Extension into the contract.		
Correspondence:	1A) Letter Dated May 27, 2001 from JoAnn Devine to Edward Madejek Authorizing Time Extension (Example No 42B) 1B) Letter Dated May 20, 2001 from Edward Madejek to Carl Nelson to review time extension. (Example No 42C) 1C) Time Extension Backup (Example No. 42D - 42I)	
Paragraph 02	Participating	
<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>
0406031	Bituminous Concrete Class 4	+200.00 TONS
Reason: Item is being increased due to original computations accomadated a width of 10' as to an actual 24' width.		
The remaining item is a minor increase.		
Paragraph 03	Participating	
<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>
0219001	Sedimentation Control Systems	+50 L.F.
Reason: Item is being increased to actual field measurements.		
Paragraph 04	Participating	
<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>
O6B0001	Install Park Benches	+4 EACH
Reason: Municipality wanted to have 4 park benches installed on each embankment of bridge area for fisherman. This item is non-participating by the Department.		
Correspondence: 2A) Letter Dated May 1, 2002 from Barbara Madejek to Stephen Tyler Stating That the Item will be Non-Participating (Example No. 41) 2B) Letter Dated April 20, 2002 from Stephen Tyler To Assistant District Engineer requesting participation (Example No. 40)		

14-8 Distribution

- The Municipality returns one signed original to the contractor for his file.
- The Municipality sends the other signed original to the MSAT Team for Departmental oversight stamp and reviewed by signatures.
- After signature by the District, this original is returned to the Municipality for their files.

14-9 Final Construction Orders

The final construction order will not be initiated until such time as all required paperwork from the prime contractor has been submitted. The final construction order will be processed in the same manor as intermediate change orders.

Minor adjustments to quantities, due to actual field measurements, computation corrections, etc., can be made on final construction orders; however, no new or cost-plus items can be initiated. New items must be introduced on intermediate construction orders.

If the final construction order has been accepted and quantity changes are required for any reason, a supplemental final may be initiated. The construction order is designated “Supplemental Final Construction Order” on the front sheet. See figure 14.5 for Final Construction Order.

Figure 14.5 Final CON-5

NAME OF TOWN AND ROAD Griswold Elmond Road Bridge		CON. 5 REV 2/93 DEPARTMENT OF TRANSPORTATION BUREAU OF ENGINEERING & HIGHWAY OPERATIONS STATE OF CONNECTICUT CONSTRUCTION ORDER				KIND OF WORK EXTRA ____ ADDITIONAL ____ COST PLUS ____		ORDER NO. 200-200-06D DATE July 31, 2002																					
FED. AID PROJ. # BRZ-6200		TO CONTRACTOR Stephen Construction River Canal Griswold, CT. 06351		ACCOUNTS CHARGEABLE FUNCTION UNIT TOWN PROJECT ACTIVITY 573-278 701 200 200 06				ESTIMATED COST 0.00																					
<p>PLEASE EXECUTE THE FOLLOWING WORK ON THE ABOVE CONTRACT, BASED ON THE UNIT PRICE. ON ITEMS NOT LISTED IN THE CONTRACT, THE DEPARTMENT OF TRANSPORTATION WILL PAY AND THE CONTRACTOR WILL ACCEPT THE UNIT PRICES AS LISTED BELOW. ACCEPTANCE OF THIS CONSTRUCTION ORDER BY THE CONTRACTOR MAKES THIS ORDER A PART OF THE ORIGINAL CONTRACT AND THE CONTRACTOR AGREES TO PERFORM THE WORK DESCRIBED AT THE PRICES STATED HEREIN.</p> <p>COST PLUS WORK AS NOTED.</p> <p>Authority: FINAL CONSTRUCTION ORDER</p> <p>ORIGINAL CALENDAR DAYS: 305 TIME EXTENSION GRANTED: 15 TOTAL CONTRACT TIME: 320</p> <table border="1"> <thead> <tr> <th>SUMMARY:</th> <th>PARTICIPATING</th> <th>NON-PART</th> <th>TOTALS</th> </tr> </thead> <tbody> <tr> <td>ORIGINAL ESTIMATE:</td> <td>1,505,742.67</td> <td>0.00</td> <td>1,505,742.67</td> </tr> <tr> <td>PREVIOUS C.O.'S</td> <td>427,016.81</td> <td>5,230.00</td> <td>432,246.81</td> </tr> <tr> <td>CO 06D</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>REVISED EST.</td> <td>1,932,759.48</td> <td>5,230.00</td> <td>1,937,989.48</td> </tr> </tbody> </table>										SUMMARY:	PARTICIPATING	NON-PART	TOTALS	ORIGINAL ESTIMATE:	1,505,742.67	0.00	1,505,742.67	PREVIOUS C.O.'S	427,016.81	5,230.00	432,246.81	CO 06D	0.00	0.00	0.00	REVISED EST.	1,932,759.48	5,230.00	1,937,989.48
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Chapter 15 – Incorporation of New Contract Items and Time Extensions

15-1 General

Per the State/Municipality agreements once the project is awarded, the Municipality shall make no change which increase the cost of the project or alter the termini, character or scope of work without prior State approval. In addition, the Municipality shall not grant any contract time extensions without advance State approval.

Any extra items or change in the scope of the work must have prior approval by the State to warrant participation, or the items may be deemed non-participating.

Items which are not imperative or necessary for the completion of the project may be deemed non-participating. Items which are for aesthetics will be deemed non-participating. Items which are determined to be omissions or errors of the design may be determined to be non-participating.

15-2 Addition of New Items

Whenever a new item is encountered the Municipality does the research to ensure that it is not included under another item. The Municipality shall notify the MSAT team immediately of the possibility of a new item.

If a new item is required the Municipality must request in writing to the Contractor for a price. Once the Contractor has submitted a price the Municipality must review to determine if the price is reasonable and there is sufficient backup for a review of the item.

The Municipality will submit in writing to the MSAT Team what the change is, what items will be affected, and what the cost is. This submission shall include the contractor's breakdown of the item costs and a cost justification. See Figure 15.1 for sample letter of submission.

Figure 15.1 New Item Request

Ms. JoAnn Devine
 Assistant District Engineer
 171 Salem Turnpike
 P.O. Box 1007
 Norwich, Connecticut 06360-1007

Dear MS. Devine:

Subject: Project No. 200-200
 Rehabilitation of Ellmond Road Bridge
 Addition of four Park Benches

Griswold Public Utilities has directed that a design change be implemented for the relocation of the water main that needs to take place in conjunction with the rehabilitation of the bridge. The contractor has submitted a detailed quote of \$42,106.64 Lump Sum for the redesigned work. See attached letter from contractor with analysis.

This revision is necessary to for the completion of the project.

A construction order will be required to incorporate this revision.

The following items will be affected:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Quantity</u> <u>Increase</u>	<u>Decrease</u>
1300005A	Relocation of Water Mains	L.S.		\$25,000.00
O6G0001	Revised Relocation of Water Mains	L.S.	\$42,106.64	

The estimated cost of this construction order will be \$17,106.64. Please indicate if this item will be participating.

Very truly yours,
Stephen Tyler
 Stephen Tyler
 Town Manager

15-3 Processing of New Items

The MSAT Team will review the submission from the Municipality and determine if the items are participating or non-participating.

If additional information is needed the Municipality will be notified as to what is needed by the MSAT Team.

Upon approval, the Municipality shall be notified and the changes will need to be incorporated on a Construction Order (CON-5). See chapter 14 for construction order processing.

No new items will be paid by the Department until such time as they are approved, placed on a construction order, and submitted to the MSAT Team.

15-4 Time Extensions

The Standard Specifications allows the Contractor to present in writing a request for an extension of Contract time if the time needed to complete the work increased as a result of added or extra work, or due to causes beyond the contractor's control. Any delay that the inspector is aware of should be well documented in the daily work reports. The information on the daily work reports will be essential for evaluating the time extension request in a fair and equitable manner.

Information that should be reported in the Daily Work Reports includes:

- Date the delay first arose
- Date the delay ceased to exist
- The cause for and description of the delay
- Effect of delay on entire project
- Operations in progress during the delay
- List labor and equipment, in detail, that was idled each day of delay. Photographic documentation should also be made.
- Orders to work in other areas.

The authority for granting time extension is found in Article 1.08.08 of the Standard Specifications. The article covers acceptable reasons for a time extension.

Time extensions must be requested by the Contractor in a timely manner. The Contractor is responsible for providing the necessary documentation to support the reasonableness of the additional time requested. This will include the number of days requested (including dates) and providing documentation.

The Municipality will provide written acknowledgement of each contractor's time extension request. If the information is determined to be incomplete, or fails to meet the requirements of the contract, the Municipality will reject the time extension request. See Figure 15.2 for Time Extension Response Letter

Figure 15.2 Time Extension Response Letter

Contractor name/address
Town, State, Zip Code

Dear Sir or Madam:

Subject: Project No.
(Project Description)
Town
Time Extension Request

On (date), you submitted a request for an extension of contract time for project no._____.

(This request has been received and is presently under review. Upon completion of the Municipalities review, you will be notified of the Municipalities finding.)
or
(The information you submitted is incomplete and is being returned. Upon receipt of complete information, we will continue to review your request.)
Or
(Your request fails to meet the requirement of the Contract for consideration for the following reasons:)(State Reasons)

Very truly yours,
Town Official
cc: MSAT Team

15-5 Time Extension Analysis

The Municipality's inspector should prepare its own written analysis of each time extension request including:

- A description of the request
- An evaluation of the request based on the field records. Each specific delay needs to be identified and explained in detail including the periods of the delay on the critical path of the project as well as explaining any time determined to be concurrent with another delay on the project.
- A conclusion
- A recommendation
- A time chart comparing the Contractor's anticipated and actual schedules and the effect of each cause of delay, including the contractor's original time charts.

When preparing an analysis you will need to consider the following:

- Did the condition causing the delay exist at the time bids were received?
- Do you believe the contractor might have reasonable expected to have full knowledge of the conditions causing the delay?
- Could the delay be attributed to the contractor's method of operation?
- Did the contractor have other areas in which to operate?
- Did the delay affect the entire project?
- Was the delay beyond the contractor's control?
- Was the contractor responsible for any portion of the delay which could have been concurrent with the requested delay period?

The analysis with recommendation shall be submitted to the MSAT Team for review and determination of participation. See figure 15.3 for Time Extension Request from Municipality to State letter. See figure 15.4, 15.4.1, 15.4.2 & 15.4.3 for time extension analysis.

Figure 15.3 Time Extension Request from Municipality

Mr. Carl E. Nelson
 District Engineer
 171 Salem Turnpike
 Norwich, Connecticut 06360

Dear Nelson:

Subject: Project No. 200-200
 FAP No. BRZ-6200
 Replacement of Ellmond Road Bridge
 Griswold
 Time Extension Request

Enclosed for your review and approval is the justification for a time extension for the above noted project. We have reviewed this analysis and feel that the time shown is warranted.

Upon your approval, we will process the time extension. If you have any questions please contact Mr. Tyler Stephens, at telephone number 1-860-000-0000.

Very truly yours,

Edward Madejek
 First Selectman

Figure 15.4 Time Extension Analysis

Attached for your review and approval, is a copy of the justification for a 15 day time extension and analysis for the completion of work on the Ellmond Road Bridge project.

Project Summary

Project No.: 200-200
 FAP No.: BRZ-6200
 Standard Specification: 814A
 Original Contract Value: \$1,505,742.67
 To Date Contract Value: \$1,937,989.48
 Award Date: March 1, 2001
 Ordered to Start Date: April 1, 2001
 Actual Start Date: April 1, 2001
 Original Calendar Days: 305
 Original Completion Date: May 31, 2002
 Actual Completion Date: June 15, 2002
 Calendar Days Used: 320
 Calendar Days Allowed: 320
 Previous Time Extension Granted: 0
 Winter Days: 121
 Contract Suspension Time: 0
 Apparent Time Overrun: 15
 Time Extension Recommended: 15
 Liquidated Damages Recommended: 0
 Revised Completion Date : June 15, 2002

Please indicate your approval by your signature in the appropriate space.

Approved: *Edward Madejek*
 Edward Madejek
 First Selectman

Figure 15.4 .1 Time Extension Analysis

The Contractor, Stephen Construction, in a letter dated May 15, 2001, copy attached, has requested an extension of contract time of 15 days on the above noted project due to a utility delay.

Project documentation between the periods of April 1, 2001 through April 15, 2001, confirm that the utility(s) delayed the contractor from performing contract work.

As completion date is slated for May 31, 2002, an extension of 15 days to the contract would extend the completion contract date to June 15, 2002.

Recommendation:
 There is justification for granting a 15day extension of contract time due to the utility company delay beyond the control of the contractor. It is my opinion that the time overrun and delay in the overall completion of the project resulted from causes beyond the Contractor's control. It is recommended that a 15 day extension of contract time be granted resulting in a completion date of June 15, 2002.

Recommended by: Tyler Stephens

TIME EXTENSION BACKUP SUMMARY

<u>DATE</u>	<u>DESCRIPTION OR EVENT</u>
03/01/01	Award Date
04/01/01	Notice to proceed
04/01/01	Start of Work
04/15/01	Letter From Stephen Construction requesting a time extension

15-6 Processing of Time Extensions

The MSAT Team will review the time extension to ensure that the analysis by the Municipality is complete and, that the Contractor has provided the required documentation and that said documentation adequately supports the recommendation. If it is determined that the Municipality may proceed with processing the time extension, the District will notify the Municipality..

Once the Municipality receives the District's letter the time extension must be add by a construction order to be incorporated into the project.

If it is determined that a time extension is not warranted then the liquidated damages stated in the contract shall be applied.

Chapter 16 – Estimates

16-1 General

Progress payments shall be made monthly by the Municipality to the Contractor. Include all contract work that is completed satisfactorily and in accordance with the contract..

The chief inspector is responsible for the preparation of the estimate. The Volume II should be utilized for determining the payment for each month's estimate. After going over the estimate with the contractor the estimate should be forwarded to the Municipality for processing.

When 75% of the funds have been expended the Municipality should review the remaining work to determine if additional funding is required and notify the MSAT Team.

16-2 Retainage

Retainage is held in accordance with the terms of the contract. Retainage will not be authorized for release until such time as all outstanding documents are submitted by the contractor. Retainage **shall not** be released until authorized by the MSAT Team.

16-3 Liquidated Damages & Sanctions

Liquidated damages for contract time must be deducted when the allowable contract time or completion date has been exceeded and no time extension has been granted unless directed otherwise by the MSAT Team.

Sanctions will be deducted when the MSAT Team directs the municipality to do so. Typically sanctions are imposed when the contractor fails to pay the prevailing wage or comply with the respective DBE provisions.

16-4 Deductions

Deductions are those amounts held back for specific purposes i.e. overweight vehicles, deficient material testing, warranty period has not completed, final finishing has not been completed. These deductions may be either temporary or permanent. The Municipal Administrator in junction with the Chief Inspector must identify, initiate and control all deductions.

Quantity deductions will be made when there are no construction orders to cover quantity overruns or extra work until such time as a draft Construction Order is submitted to the MSAT Team. If the municipality pays for these items the MSAT Team will deduct these amounts from the CLA3 billings.

Quantity deductions will also be made when testing has not been submitted. Do not pay for material placed or installed for which the required evidence of acceptability (Certified Test Reports, Material Certificates or acceptance tests) has not been obtained. The MSAT Team will deduct any amount not tested or that has rejected tested which the municipality has paid for.

Chief inspectors must keep source documents and summary sheets in the appropriate contract records to cover all deductions.

For items bid on a unit basis, include in progress estimates work that is substantially complete; however, withhold a sufficient number of units to cover the value of the incomplete incidental work. In each case, a source document must be on file showing the details of the quantity's determination. Base withheld amount on a cost plus analysis of the remaining incidental work or other method approved by the Municipality. The following examples are listed to illustrate the procedure:

1. Road way Excavation

In normal situations material is excavated, hauled, placed in final position in embankment and compacted, but slope finishing is not done. This is considered incidental work and a quantity may be withheld to cover the value of the work remaining.

2. Aggregate for Subbase and Base

Material may be produced, hauled, placed, and compacted, but final trimming to tolerance has not been performed. This is incidental work and a quantity may be withheld to cover value.

3. Fence

Posts and wire or mesh must be in place and securely fastened but bracing wires not completed. Withhold units to cover this incidental work.

4. Structure Concrete

When structure concrete has been placed but items such as removing forms and falsework, curing, finishing, and other similar items have not been completed, withhold a number of units sufficient to cover the cost of this work.

5. Structural Steel

When steel placed is paid by unit price, withhold units to cover incidental work such as additional bolting and welding.

6. Trees, Vines or Shrubs

When trees, vines or shrubs have been installed withhold units to cover anticipated plant loss during the establishment period.

16-5 Payment for Stored Materials

Article 1.09.06-B of the Standard Specifications provides for payment of materials, stored either on or off the project. See Chapter 20- material Stored Documents for what is required to make these payments. All criteria in chapter 20 must be met prior to any payment for stored material.

The maximum payment for stored materials should not exceed 80% of the total bid price of the contract item the material is being secured for. Estimated costs for delivery and installation of the materials are always to be withheld until the installation is complete.

Excess stored materials should be returned to the contractor and appropriate adjustments made.

16-6 Payment to Subcontractors and Suppliers

State statues and Federal regulations require the prompt payment to subcontractors for amounts due for labor performed or materials furnished when charges for such labor or materials have been included in a progress estimate paid by the Municipality including the release of retainage. Upon payment of a progress estimate that includes labor or materials provided by a subcontractor or the release of retainage for work satisfactory performed by a subcontractor, the contractor must pay such subcontractor within 30 days of receipt of payment from the Municipality, unless the contractor believes they have a valid reason to withhold payment from such subcontractor. In which case, the contractor must notify the subcontractor and the Municipality of the reasons for the withholding of payment.

Federal regulation requires the Municipality to release retainage to the prime contractor for subcontract work that has been satisfactory completed. Upon request of a subcontractor and satisfactory completion of their work, the contractor must be reimbursed the retainage for that portion of the work completed. A subcontractors work will be considered satisfactory complete when:

- The subcontractor has fulfilled the contract requirements of the Department, Municipality and the Contractor for subcontract 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 certification, required state and federal submissions, etc.) required by the Specifications.

- The work done by the subcontractor has been inspected and approved by the Department and Municipality and the final quantities of the subcontractor's work have been determined and agreed upon.

16-7 Processing

This is a reimbursable program the Municipality is to make payments to the contractor first and then request reimbursement from the Department. See Chapter 25 on CLA-3 billings.

The Municipality is responsible for ensuring there is adequate funding, material testing and construction orders in place for each estimate. Adjustments should be made for deficiencies. See figure 16.1 for sample of Contractors Estimate.

16-8 Estimate Form

Estimate forms should be agreed upon prior to the first submission. And acceptable format must be submitted to the MSAT Team for billing purposes. See figure 16.1 for estimate form.

Estimates should include the following information:

- Each contract item in order
- Any increases by construction orders
- Prior payments
- Work this period
- Total to date

Figure 16.1 Estimate

TOWN OF GRISWOLD													
PROJECT NO 200-200													
ITEM NUMBER	QUANTITY	UNIT	UNIT PRICE	AMOUNT	APPROVED C.O. QUANTITIES	REVISED CONTRACT AMT	ITEM DESCRIPTION	PREVIOUS WORK		WORK THIS PERIOD		WORK TO DATE	
								QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
0202002	1,020.00	C.Y.	\$40.00	\$40,800.00	1.25	\$40,850.00	Earth Excavation	1,000.00	\$40,000.00	21.25	\$850.00	1,021.25	\$40,850.00
0202102	240.00	C.Y.	\$150.00	\$36,000.00	7.75	\$37,162.50	Rock Excavation	245.00	\$36,750.00	2.75	\$412.50	247.75	\$37,162.50
0202202	260.00	C.Y.	\$115.00	\$29,900.00	(17.35)	\$27,904.75	Channel Excavation - Earth	235.00	\$27,025.00	7.65	\$879.75	242.65	\$27,904.75
0202251	20.00	C.Y.	\$300.00	\$6,000.00	1.35	\$6,405.00	Channel Excavation - Rock	20.00	\$6,000.00	1.35	\$405.00	21.35	\$6,405.00
0202529	30.00	L.F.	\$20.00	\$600.00	17.00	\$940.00	Cur Bituminous Concrete Pavement	42.00	\$840.00	5.00	\$100.00	47.00	\$940.00
0203002	190.00	C.Y.	\$140.00	\$26,600.00	61.25	\$35,175.00	Structure Excavation - Earth (Complete)	251.25	\$35,175.00	0.00	\$0.00	251.25	\$35,175.00
0203101	50.00	C.Y.	\$440.00	\$22,000.00	28.35	\$34,474.00	Structure Excavation - Rock (Complete)	78.35	\$34,474.00	0.00	\$0.00	78.35	\$34,474.00
0204151A	24,000.00	L.S.	\$1.00	\$24,000.00	0.00	\$24,000.00	Handling Water	24,000.00	\$24,000.00	0.00	\$0.00	24,000.00	\$24,000.00
0205001	198.00	C.Y.	\$54.00	\$10,692.00	27.68	\$12,186.72	Trench Excavation (0-4 FT Deep)	225.68	\$12,186.72	0.00	\$0.00	225.68	\$12,186.72
0205002	10.00	C.Y.	\$280.00	\$2,800.00	(1.06)	\$2,503.20	Rock in Trench Excavation (0-4 FT Deep)	8.94	\$2,503.20	0.00	\$0.00	8.94	\$2,503.20
0205003	122.00	C.Y.	\$54.00	\$6,588.00	20.02	\$7,669.08	Trench Excavation (0-10 FT Deep)	142.02	\$7,669.08	0.00	\$0.00	142.02	\$7,669.08
0205004	20.00	C.Y.	\$250.00	\$5,000.00	(14.75)	\$1,312.50	Rock in Trench Excavation (0-10 FT Deep)	5.25	\$1,312.50	0.00	\$0.00	5.25	\$1,312.50
0209001	1,625.00	S.Y.	\$3.00	\$4,875.00	23.63	\$4,945.95	Formation of Subgrade	1,665.00	\$4,995.00	(16.35)	(\$49.05)	1,648.65	\$4,945.95
0210035A	2.00	EACH	\$1,450.00	\$2,900.00	0.00	\$2,900.00	Temporary Deswatering Basin	2.00	\$2,900.00	0.00	\$0.00	2.00	\$2,900.00
0210306A	70.00	L.F.	\$60.00	\$4,200.00	5.75	\$4,545.00	Turbidity Control Curtains	75.78	\$4,546.80	(0.03)	(\$1.80)	75.75	\$4,545.00
0210820A	1,000.00	EST	\$1.00	\$1,000.00	(1,000.00)	\$0.00	Water Pollution Control (Estimated Cost)	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
0212002	525.00	C.Y.	\$34.00	\$17,850.00	73.45	\$20,347.30	Subbase	595.00	\$20,230.00	3.45	\$117.30	598.45	\$20,347.30
0213011	45.00	C.Y.	\$35.00	\$1,575.00	3.95	\$1,713.25	Granular Fill	48.95	\$1,713.25	0.00	\$0.00	48.95	\$1,713.25
0214020	3.00	C.Y.	\$35.00	\$105.00	(0.25)	\$96.25	Compacted Granular Fill	2.75	\$96.25	0.00	\$0.00	2.75	\$96.25
0216002	400.00	C.Y.	\$80.00	\$32,000.00	25.50	\$34,040.00	Previous Structure Backfill	425.50	\$34,040.00	0.00	\$0.00	425.50	\$34,040.00
0219001	250.00	L.F.	\$36.00	\$9,000.00	500.00	\$27,000.00	Sedimentation Control System	750.00	\$27,000.00	0.00	\$0.00	750.00	\$27,000.00
0406012	330.00	TON	\$16.00	\$5,280.00	25.00	\$5,680.00	Bituminous Concrete Class 1	150.00	\$2,400.00	205.00	\$3,280.00	355.00	\$5,680.00
0406017	4.00	TON	\$120.00	\$480.00	0.50	\$540.00	Bituminous Concrete Class 2	4.50	\$540.00	0.00	\$0.00	4.50	\$540.00
0507201	2.00	EACH	\$2,550.00	\$5,100.00	7.00	\$22,950.00	Type "C-L" Catch Basin	9.00	\$22,950.00	0.00	\$0.00	9.00	\$22,950.00
0601003A	240.00	C.Y.	\$425.00	\$102,000.00	582.51	\$349,566.75	Class "A" Concrete	822.51	\$349,566.75	0.00	\$0.00	822.51	\$349,566.75
0601011	500.00	L.F.	\$325.00	\$162,500.00	22.32	\$169,754.00	12" R.C. Pipe	522.32	\$169,754.00	0.00	\$0.00	522.32	\$169,754.00
06051013	110.00	L.F.	\$200.00	\$22,000.00	11.00	\$24,200.00	15" R.C. Pipe	121.00	\$24,200.00	0.00	\$0.00	121.00	\$24,200.00
06052011	1.00	EACH	\$1,100.00	\$1,100.00	0.00	\$1,100.00	15" R.C. Culvert End	1.00	\$1,100.00	0.00	\$0.00	1.00	\$1,100.00
0703011	95.00	C.Y.	\$104.00	\$9,880.00	1.65	\$10,051.60	Intermediate Riprap	97.00	\$10,088.00	(0.35)	(\$36.40)	96.65	\$10,051.60
0703012	3.00	C.Y.	\$150.00	\$450.00	0.15	\$472.50	Modified Riprap	4.00	\$600.00	(0.85)	(\$127.50)	3.15	\$472.50
0707001A	53.00	S.Y.	\$40.00	\$2,120.00	1.00	\$2,160.00	Membrane Waterproofing (Woven Glass)	54.00	\$2,160.00	0.00	\$0.00	54.00	\$2,160.00
0909498A	4.00	EACH	\$2,300.00	\$9,200.00	0.00	\$9,200.00	Timber Guide Rail End Anchorage	0.00	\$0.00	4.00	\$9,200.00	4.00	\$9,200.00
0909500A	60.00	L.F.	\$384.00	\$23,040.00	(5.00)	\$21,120.00	Timber Guide Rail	0.00	\$0.00	55.00	\$21,120.00	55.00	\$21,120.00
0912503	24.00	L.F.	\$20.00	\$480.00	0.00	\$480.00	Remove Metal Beam Rail	24.00	\$480.00	0.00	\$0.00	24.00	\$480.00
0912506	4.00	EACH	\$20.00	\$80.00	0.00	\$80.00	Remove Single Post	4.00	\$80.00	0.00	\$0.00	4.00	\$80.00
0922501	20.00	S.Y.	\$35.00	\$700.00	(10.00)	\$350.00	Bituminous Concrete Driveway	0.00	\$0.00	10.00	\$350.00	10.00	\$350.00
0939001	20.00	HOURL	\$50.00	\$1,000.00	(20.00)	\$0.00	Sweeping for Dust Control	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
0976002	1,000.00	DAY	\$1.50	\$1,500.00	(280.00)	\$1,080.00	Barricade - Warning Light High Intensity	650.00	\$975.00	70.00	\$105.00	720.00	\$1,080.00
0978002	30.00	EACH	\$75.00	\$2,250.00	0.00	\$2,250.00	Traffic Drum	30.00	\$2,250.00	0.00	\$0.00	30.00	\$2,250.00
0979003A	4.00	EACH	\$250.00	\$1,000.00	0.00	\$1,000.00	Construction Barricade Type III	4.00	\$1,000.00	0.00	\$0.00	4.00	\$1,000.00
0980001	5,200.00	L.S.	\$1.00	\$5,200.00	0.00	\$5,200.00	Construction Staking	5,200.00	\$5,200.00	0.00	\$0.00	5,200.00	\$5,200.00
1220011A	24.00	S.Y.	\$200.00	\$4,800.00	0.00	\$4,800.00	Construction Signs - Type III Reflec	24.00	\$4,800.00	0.00	\$0.00	24.00	\$4,800.00
06A0001	L.S.	\$1.00	\$0.00	\$0.00	10,176.50	\$10,176.50	Archeological Find	10,176.50	\$10,176.50	0.00	\$0.00	10,176.50	\$10,176.50
06A0002	L.S.	\$1.00	\$0.00	\$0.00	27,138.64	\$27,138.64	Install Traffic Light	27,138.64	\$27,138.64	0.00	\$0.00	27,138.64	\$27,138.64
06B0001	EACH	\$1,307.50	\$0.00	\$0.00	4.00	\$5,230.00	Install Park Benches	2.00	\$2,615.00	2.00	\$2,615.00	4.00	\$5,230.00
06C0001	L.S.	\$1.00	\$0.00	\$0.00	32,125.35	\$32,125.35	Install Park Benches	32,125.35	\$32,125.35	0.00	\$0.00	32,125.35	\$32,125.35
			\$0.00	\$0.00	0.00	\$0.00			\$0.00		\$0.00		\$0.00
				\$1,505,742.67		\$1,937,989.48	GROSS \$1,528,054.31		GROSS \$409,935.17		GROSS \$1,937,989.48		
							RET @5% (\$76,402.72)		RET @5% \$76,402.72		RET @5% \$0.00		
							NET \$1,451,651.59		NET \$486,337.89		NET \$1,937,989.48		

Chapter 17 -Lead Health Protection Program (LHPP)

17-1 General

Any projects containing the item LHPP must follow the specifications of the contract.

The contractor is fully responsible for the protection of his employees, Municipality employees and their representatives, and CDOT personnel from exposure to lead in accordance with OSHA regulations and the contract specification. At least 20 working days (or otherwise specified in the special provisions) prior to performing any work on the structure, the Contractor shall submit to the Engineer and to the Connecticut Lead Intervention Network in Construction (CLINIC) a written site specific Lead Health Protection Program (LHPP) prepared by a Certified Industrial Hygienist (CIH) which covers all workers on the project (contractor, subcontractor, Municipality, and CDOT representatives). The CIH shall be listed by the American Board of Industrial Hygiene. The LHPP shall include procedures for medical surveillance of the contractors and other project related personnel, hazard communication procedures, employee training, protective equipment, and all other procedures that may be necessary to comply with 29 CFR Part 1926.62 pertaining to lead exposure in construction.

Within 20 calendar (or otherwise specified in the special provisions) days of the award of the contract, the contractor shall submit to the Engineer written quotes from a minimum of three (3) Industrial Hygiene Firms (IH Firm) for the performance of work under this item. The quotes shall be furnished on the proposal form in the contract.

No removal of lead structures shall commence without written authorization from the IH Firm. Documentation must be supplied from the IH Firm of the action for removal of the structure.

If the IH Firm's representative does not find lead on the structure they must provide proper documentation to the Municipality for their records of their findings. It is the responsibility of the contractor to obtain this documentation.

Under no circumstances shall the item be eliminated from the Contract without documentation from the IH Firm that no lead is present on the structure.

Chapter 18 – Testing

18-1 Testing Procedures

The Municipality shall ensure that all testing requirements of the Form 816, and the special provisions are adhered to in their entirety.

The Municipality through the State of Connecticut Division of Materials Testing (DMT) shall test all materials being incorporated in the work. The following is a listing of the four (4) Districts and Central Lab Phone Numbers.

District 1	(860) 258-0335
Central Lab	(860) 258-0372/(860) 258-0323
District 2	(860) 892-6067
District 3	(203) 389-3128
District 4	(860) 585-2780

Minimum Testing Requirements, Assurance test Requirements and Qualified Products List can be located at the following web address:

- Located on the Internet at the following location
- www.ct.gov/dot
- Click on “Doing Business with CONNDOT”
- Scroll down to Publications
- Click on “2004 Materials Testing Manual”

The Municipality shall ensure the following is done:

- The Municipality shall furnish the DMT, copies of test reports for certain materials tested by the Municipality, including
 - In-place nuclear density tests for all materials, such as bituminous concrete, structural backfill, embankment and base materials, and
 - Air content, temperature, and slump tests for Portland Cement Concrete.
- The Municipality will ensure that projects have qualified personnel to perform projects inspection, sampling and testing.

- Special mixes are submitted and revised for content according to the Special Provisions.
- Notifies the DMT, of the final disposition of all materials recommended for rejection by the DMT.
- Ascertains that samples for all materials incorporated permanently or temporarily into a project are representative of the material used and that they meet the contract specifications.
- Submits acceptance and assurance samples in accordance with the Schedule of Minimum Requirements for sampling materials for test.

The primary responsibility for adequate and sufficient testing rests with the Chief Inspector. The Chief Inspector must comply in all regards to the requirements stipulated in the “Schedule of Minimum Requirements for Sampling Materials for Test,” or as directed. The Municipality Administrator is responsible for providing adequate supervision and instructions to the inspector to ensure adherence to material testing requirements. The Municipality Administrator should review the project records monthly to ensure testing is being completed.

The inspector is responsible for taking samples, so that the DMT will be able to complete the tests and forward the results to the District Representative before the Contractor actually uses the material. It is the Contractor’s responsibility to have materials on the project in sufficient quantities early enough to allow for testing.

No testing, insufficient testing or rejected testing may jeopardize the Federal participation of the project for those items. The MSAT Team will **not** pay for items which are not tested or have rejected testing.

The Municipality must arrange for the delivery of samples of all materials to be used on the job, except those to be tested at the source of supply or by the Municipality personnel, to the DMR. Material submitted for testing can only be sampled or witnessed by State forces or other designated representatives employed by the State.

A Certified Test Report is a document containing a list of the dimensional, chemical, metallurgical, electrical, and physical results of actual tests of the materials involved. Refer to Section 1.06.07 of the Standard Specifications for the requirements

If the consignee listed on the Certified Test Report is not the prime contractor, a Materials Certificate is required to identify the shipment. A Materials Certificate is a document that certifies that the materials, components and equipment furnished conform to all requirements of the plans and specifications. Refer to Section 1.06.07 of the Standard Specifications for the requirements

18-2 MAT-100

A standard form Request for Test, Form MAT-100, must accompany any acceptance or assurance sample, Certified Test Reports, and Materials Certificates, and Approved Product List items submitted to the DMT. Sampling, labeling and shipping must be in accordance with the instruction contained in the “Schedule of Minimum Requirements for Sampling Materials for Test.” See Figure 18.1 for MAT-100.

The inspector should use the following guidelines for completing the MAT-100.

- Contract Number
- Sample Number; Enter the number assigned to the sample. The sample number will be reported back exactly as submitted.
- Kind of Material; Enter the complete name of the material represented by the request for test form. Only one material can be entered on each form. The following are the only exception to the one material per form rule:
 - Deformed steel bars, where different sizes are allowed on the same form
 - Hardware and accessories for fencing and guide rail
 - ACCMP and collars
- Source of Supply; enter the full name of the manufacturer, source of production, or natural deposit of the material.
- Location; enter the town or city and state where the source of supply is located. If the source is at a foreign location, enter the city, province (if applicable) and country.
- Sample taken from; identify the type of conveyor or lot from which the sample was taken, stockpile, project, end of chute, end of pump, etc.
- Location of; enter the location where the sample was actually taken. For example, the sample may be taken from a stockpile, at the plant, or on the job. List the specific station and distance from centerline for samples taken at the job site.
- MAT-100 completed by; enter the names of the individuals who perform the actual sampling. If DMT personnel or others observe or sample, their names

should also appear in this space. Witnesses for assurance samples should be shown in parentheses.

- District; enter the District requesting the test.
- Purpose; indicate the purpose for which the material will be used.
- Item number; specify the contract item number for the material represented by the test. If the item is a special provision item place an “A” following the item number.
- Item quantity represented; enter the quantity of material that is represented by that test sample. Specify the proper quantity for each item number by the pay unit.
- Material quantity represented; enter the quantity of material that is represented by the test sample.
- Unit of material; some materials have quantities and units of measure different from that for the basis of payment. For example, the item quantity unit of measure for concrete sidewalk is square meters, but the material quantity unit of measure is cubic meters.
- Date sampled; enter the date sample taken
- Where material will be used; enter the name of the town

Figure 18.1MAT-100

Process Id: MAT100		Print Date: 04/06/2006	
State of Connecticut Department of Transportation Material Test Report			
Municipality Systems Request For Test			
		Note: Double click required cells to change it's value.	
*SAMPLE ID	T0133-0092C0001	REMARKS	
*Material Code	03100		
Material Description	Deformed Steel, Reinforcing		
*Sample Date	05/11/2005		
*Sample By	John Adams		
*Source of Supply	Barker Steel		
Producer/Supplier Code			
*Material Rep Qty	500.00		
*Unit Type	English		
*Sample Unit	EA		
Sample Test Type			
Acceptance Method Type			
Batch Number			
Sample Taken From			
*Purpose/Intended Use	reinforcing abutment #1		
Location of Sample			
Plant ID / Type			
Plant Name			
*Contract Number	0133-0092		
*District Number	2		
*Federal Aid Number	BRZ-5555		
*Field Office Phone Number	860-822-6242		
Sample Status	Pending		
Date of Assigned Status			
*Creator User Name	John Adams		
Project Number	Item No.	Item Description	Material Rep Qty
133-092	60204	Deformed Steel Bars	500.00
Total Material Represented Quantity:			500.00
*MSAT Required Fields			

18-3 Test Results

Materials cannot be used until a favorable report of the test is received from the DMT, except in special cases as provided in the Specifications. When a verbal or email report is received from the DMT or the MSAT Team, either recommending acceptance or rejection of the material, a notation is generally made on the Request for Test by DMT Personnel.

18-6 MAT-308

MAT-308 is the Report for test on Portland Cement Concrete Cylinders. See Figure 18.3

Figure 18.3 MAT-308

STATE OF CONNECTICUT - DEPARTMENT OF TRANSPORTATION
 Division of Materials Testing 280 West Street , Rocky Hill CT 06067-3502
Report of Test on Portland Cement Concrete Cylinders MAT-308 REV 3/06

<i>Inspector is responsible for unshaded portion. Lab personnel are responsible for shaded areas</i>		Curing Box Used Y or N →	
Project No.		District	
Structure/location where concrete was placed		Source/Location	
		Sampled From (i.e.chute/pump)	
Item Number/Code*		Inspector	
Item Quantity**		Item Units	
Material Quantity***		Units - (yd³ or m³)	
Brand of Cement			
Required Strength		Contractor	

Air (ASTM C173/C231)		} Measured at point of placement
Conc Temp (ASTM C1064)		
Slump (ASTM C143)		
Date Sampled		

Sample/Cyl No. - Version					
Age Requested					
Date Received					
Date Tested					
Age Tested					
Cyl Dia.		Cyl Area	<i>Unless otherwise noted, cylinder dia. is 6 in. (15.2 cm) and cross sectional area is 28.27 in² (182.4 cm²)</i>		
Total Load (AASHTO T-22)					
Load (PSI/Mpa)					
Average					
Status					
Lab No.					
Material No.					
Vendor No.					
Destination Code					
Usage Code					
Tested by					

***Item Number** : Contract Item under which Contractor is being paid for concrete that is represented by sample.
 ****Item Quantity** : Amount of concrete/Number of items represented by sample in pay units for that contract item. It is never the number of cylinders submitted.
 *****Material Quantity** : Amount of Concrete represented by sample. Min. Schedule for Test requires one sample every 75 CY (60 m³) for structures and 50 CY (40 m³) for pavement. It is never the number of cylinders submitted.

18-7 MAT-103

MAT-103 is the Report of Rejected Material. This report is used to show the corrective action taken by the Municipality for rejected material. It is to be completed and signed by the Chief Inspector, signed by the Municipal Administrator and submitted to the MSAT Team. The MSAT team leader will sign and forward it the Assistant District Engineer for signature. Once all persons have signed the MAT-103 it will be forward to the DMT. See Figure 18.4

Figure 18.4 MAT-103

MAT-103 REPORT OF REJECTED MATERIAL			
REPORT OF REJECTED MATERIAL (302-06-0266)		DATE <u>June 8, 2005</u>	
MAT-103 REV 6/04		STATE OF CONNECTICUT - DEPARTMENT OF TRANSPORTATION	
Project Number	Material	Lab No.	
Source of Supply	Sample No.	Quantity Represented	Reason for Rejection
Complete section 1 OR 2.			
1. ACTION TAKEN			
New Sample		Sample No.	Lab No.
Material Replaced		Sample No.	Lab No.
Signatures			
Inspector _____			
Project Engineer _____			
District or Assistant District Engineer _____			
Town Official/Title (municipal projects only) _____			
2. ACCEPTANCE OF REJECTED MATERIAL WITHOUT ACTION			
In accordance with ConnDot Standard Specifications Section 1.06.02 or 1.06.04 the non-complying material is hereby accepted by the District.			
Signatures			
Inspector _____			
Project Engineer _____			
District or Assistant District Engineer _____			
Town Official/Title (municipal projects only) _____			
<i>For acceptance by Section 1.06.02, All the following criteria must be met.</i>			
1. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.			
2. The incidence and degree of non-conformance with the Contract requirements are, in the Engineer's judgement, within reasonable limits.			
3. The Contractor, in the Engineer's judgement, had diligently exercised material controls consistent with good practices.			
4. No advance effect on the value or serviceability of the completed work could result.			
<i>For acceptance by Section 1.06.04, Any credits, allowances, warranties, or other conditions of acceptance must be described below.</i>			
Orig - Division of Materials Testing		Copy - District	Copy - Project Records

18-8 Nuclear Density Testing

The following procedures must be followed for Nuclear Density Testing:

- If a consultant firm has been hired to do the field inspection, the agreement between the Municipality and the consultant should stipulate that the consultant would be responsible for performing the nuclear field density testing.
- If the Municipality is doing the inspection, they may proceed with the following options with the District's approval.
 - They may request that the District personnel do the density, if available. If not, then the following procedures are applicable:
 - They may perform their own nuclear testing providing they have the capability and the equipment, etc.
 - The Municipality can hire an outside firm to do the nuclear field density testing as a direct cost to the project.
- Any outside agency doing nuclear density must have their gauge calibrated with the Department.

In any case, the compaction person must be certified to perform these tests. It shall be the responsibility of the Municipality to contact the laboratory through the District for certification procedures and to have an assurance test done on that person and their equipment. .

18-9 Schedule of Minimum Requirements and Materials Assurance Tests

All materials are subject to inspection, testing, and acceptance or rejection at any time during preparation and use. The Municipality must be aware of and comply with the Schedule of minimum requirements and assurance testing requirements of the Department. Notification of the Laboratory Supervisor is required to have appropriate testing performed.

The testing requirement (frequency, sample size etc.) for each specific material are included within Schedule of minimum requirements. It includes the following information:

- The persons responsible for sampling
- The sample size
- The location for sampling

- The frequency for acceptance sampling
- The frequency for assurance sampling
- Any special instructions

It is required by Federal and State regulations that at least the minimum number of tests be conducted. Additional sampling and testing may be needed to assure acceptability of materials.

Project sampling and testing falls into three general classifications:

- Quality Control samples are those samples obtained by the Contractor to provide quality control of his process/material.
- Acceptance samples are taken and tested, by DOT personnel to determine material compliance with the contract specifications.
- Assurance samples are taken by or under the observation of supervision of the DMT, personnel of the Office of Construction, representative of the Federal highway Administration or representatives of other federal agencies to provide an independent check on the quality of the sampling and testing equipment, and the personnel performing these tasks. Assurance testing is extremely important in that it validates the results and recommendations of the entire acceptance sampling and testing done on the project.

To ensure that required assurance sampling and testing is performed as required including qualification of sampling and testing personnel, it is necessary that the Municipal project personnel notify DMT personnel of the need for these samples and tests, with as much advance notice as possible. Assurance samples and tests performed by DMT personnel must be in accordance with the following:

- When assurance samples are required for materials subject to gradation analysis, DMT personnel must be contacted to witness the sampling procedure at the project site. The samples are then transported to a District Lab and halved in accordance with AASHTO T248. One-half of the assurance samples are tested at the District lab. If desired by project personnel, this sample can additionally serve as the acceptance sample for the appropriate test coverage.
- When assurance tests are required for PC Concrete testing, DMT personnel must be contracted to witness all required sampling and testing procedures at the project site. DMT personnel record the testing procedures names of persons involved and molding of the specimens. They also verify equipment calibration and use of proper testing and equipment. If there are any

deficiencies, the MSAT Team will be notified via memorandum that corrective action is required.

- Assurance tests for concrete cylinders must include air content, temperature, and slump tests on the plastic Portland cement concrete. The technician indicates on the assurance testing the names of all person involved in the tests and molding of all specimens. The cylinders molded during an assurance test can be submitted for acceptance testing provided they are submitted with a separate MAT-100. It is possible that the material could be recommended for rejection, but the assurance test be acceptable or vice versa.
- Assurance for field density testing, DMT personnel must be contacted to observe the test site preparation, calibration and testing procedure performed by the operators. Upon completion of a test by the operator, the DMT person will perform a test in the same location to verify test results obtained by the operator. Corrective action is required if there are any deficiencies. The operators test report must be by the DMT person is marked “Assurance Test” and placed in the appropriate project folder.

18-10 Apparent Final Quantities

Once the contract work has been completed a request must be submitted to the MSAT Team for testing deficiencies on the project. This is done by submitting an apparent final quantity report listing all items and their final quantities. This will be transmitted to the MSAT Team; they in turn will transmit it to the Departments Material Testing section for a listing of outstanding testing. See figure 18.5 for sample.

Figure 18.5 Apparent Final Quantity Report

PROJECT #200-200			
TOWN OF Griswold			
MUNICIPAL PROJECT			
APPARENT FINAL QUANTITIES			
ITEM #	DESCRIPTION	UNIT	FINAL QUANTITY
0939001	Sweeping for Dust Control	HOUR	0
0950005	Turf Establishment	S.Y.	1,676
0969002A	Construction Field Office (Type B)	MON	0
0971001A	Maintenance and Protection of Traffic	L.S.	\$8,000
0974001A	Removal of Existing Masonry	C.Y.	163
0975002	Mobilization	L.S.	\$56,538
0976002	Barricade Warning Light - High Intensity	DAY	720
0978002	Traffic Drum	EACH	30
0979003A	Construction Barricade Type III	EACH	4
0980001	Construction Staking	L.S.	\$5,000
1220011A	Construction Signs - Type III Reflec	S.Y.	24
O6A0001	Archeological Find	L.S.	\$10,170
O6A0002	Install Traffic Light	L.S.	\$27,139
O6B0001	Install Park Benches	EACH	4
O6C0001	Redesign Footing	L.S.	\$32,125

18-11 Hot Mix Asphalt Coverage

It shall be the responsibility of the Municipality to contact the District’s Testing Coordinator to ensure coverage from the laboratory on hot-mix asphalt. These calls must be received by 2:00 P.M. the day before paving is to take place. For night work and weekends two(2) or three(3) days notice is needed. Information needed at the time of call-in includes; Superpave mix size, levels, density, testing, time material will be picked up at plant, etc. A MAT-100 is required for each day’s production. Density and a Density Assurance test is required for each class of material. A separate MAT-100 is required for deficient tonnage. If these procedures are not followed, the bituminous may be considered non-participating. These telephone numbers are as follows:

- District 1 (860) 258-4627
- District 2 (860) 823-3268
- District 3 (203) 389-3177 or (203) 389-3176
- District 4 (860) 585-2780 or (860) 585-2781

Chapter 19 – Bituminous Concrete

19-1 CON-136 Base Courses

A base course consists of a layer or layers of material placed between the top of the subbase and the surface course of a pavement to provide economical, homogeneous, and stable support. Base courses are subjected to severe loading, and thus the materials must be durable enough to support and transmit these loads to the underlying roadway components.

Before any base course is placed, the subbase must be constructed according to the current Standard Specifications. As mentioned previously, the riding surface of the completed pavement is affected by irregularities in either the subbase or the surface of the base course; therefore, it is necessary for the inspector to ensure that the contractor is conscientious in carrying out this phase of the work. The contractor is responsible for draining and protecting the subbase. No base material should be placed on a soft, loose, or frozen subbase.

Each day a base material is incorporated in the job, a Base & Bituminous Concrete Inspection Report (CON-136) is completed by the inspector.

- Base courses include:
 - Rolled Granular Base
 - Processed Aggregate Base
 - Bituminous Concrete Class 4
 - Superpave 37.5 mm
 - Concrete Base

CON-136 is required for any item being paid by the TON (MTON). See Chapter 9 for CON-136 form.

19-2 Prepaving Meeting

A pre-paving meeting must be held in advance of the actual start of paving. It is always held at the project site.

The pre-paving meeting should be scheduled so the contractors paving foreman, who will supervise the actual paving operation, can attend. The paving foreman will then understand the project and can assign the proper equipment to perform the work as specified. See Figure 19.1 for pre-paving meeting agenda.

Figure 19.1 Pre-paving Meeting Agenda

<u>PREPAVING MEETING</u>	
PROJECT NO: 200-200	DATE: March 12, 2002
SPECIFICATION 814A	
1 ATTENDANCE	
<u>MUNICIPALITY</u>	<u>CONTRACTOR</u>
Administrator: Ed Majors	Project Superintendent: Stephen Tyler
Chief Inspector: Tyler Stephens	Paving Forman: Laury Elliot
1. Supplier of Material: A.E.N. Franklin	
2. Supplier of Aggregates:	
2.1. Stone: Tilcon – Waruegan	
2.2. Sand: Seymour - Bozrah	
3. Estimated Daily Tonnage 1000-1200 Tons	
4. Type and Adequacy of Paving Machine(s) Blaw-Knox Rubber 200/Slope Control	
5. Type and Number of Rollers 8-10 DD90 IR St. 75 IR , Backup - Hyster	
6. Contractor Personnel Required: Forman Laury, 4 Laborers, 3 Operators	
7. Straightedge Person (Name): Forman Laury	
8. Joint Location and Construction Methods – Per Specifications	
9. Review of Specifications - OK	
10. Signing Patterns - Normal	
11. Trafficperson(s) – Town Police	
12. Preparation of Base to be Paved- Condition: Good	
12.1. Gravel Subbase - Yes	
12.2. Existing Pavement - Yes	
13. Coordination of shutdown because of inclement weather- Ok	
14. Additional Comments – (Temp. Tape, etc)	
14.1. Schedule P.A.T. top only	

19-3 Cold Weather Paving

Subarticle 4.06.03-8(a) of the Supplemental Provisions to the Form 814A/815 and Subarticle 4.06.03-4 of the Supplemental Provisions to the Form 816 addresses cold weather paving. In addition to specifying temperature limitations, this article also requires that a cold weather paving procedure be submitted for any paving done between October 15 and April 15. See Figure 19.2 for Cold Weather Paving Approval Memo, Figure 19.3 for Cold Weather Paving Letter and Figure 19.4 for Cold Weather Paving Approval Check List.

Figure 19.2 Cold Weather Paving Approval Memo

Town of Griswold State Street Griswold, CT. 06351	
SUBJECT: PROJECT NO. 200-200	
TO: STEPHEN TYLER STEPHEN CONSTRUCTION	FROM: TYLER STEPHENS TOWN OF GRISWOLD
MESSAGE:	
<p>This is in reference to the Cold Weather Paving Procedure, Dated October 18, 2001, for the above noted project.</p>	
<p>With the subsequent clarification concerning the reason for cold weather paving and the impact of not paving, this procedure has been approved with the following stipulations:</p>	
<ol style="list-style-type: none">1. Conditions may warrant suspension of activities at a later date.2. All conditions of the Standard Specifications and those supplementals governing applicable items must be adhered to.	
<p>If you have any question please contact me at telephone number (000)000-0000</p>	

Figure 19.3 Cold Weather Paving Letter

STEPHENS CONSTRUCTION RIVER CANAL GRISWOLD, CT. 06351	
Mr. Tyler Stephens Town of Griswold State Street Griswold, CT. 06351	
Dear Mr. Stephens:	
Subject: Project No. 200-200 Ellmond Road Bridge Griswold	
<p>Attached please find the Cold Weather Paving Policy furnished to the Stephens Construction by our paving Subcontractor, Tyler Construction. If any additional information is required please call.</p>	
Sincerely	
<i>Stephen Tyler</i> Stephen Tyler President	
Attachment	

Figure 19.4 Cold Weather Paving Approval

<u>COLD WEATHER PAVING APPROVAL</u>	
The following list of items should cover all concerns if the need for cold weather paving should arise:	
1)	Project No.: 200-200
2)	Town: Griswold
3)	Street Name: Ellmond Road
4)	Anticipated paving Schedule: include number of days and hours of work: As needed by Stephen Construction in October and November 2001. The hours of operation will generally be 7:00 A.M. to 4:00 P.M. during the day.
5)	Plant Location(s): Groton
6)	Rate of Production: 200 TPH
7)	Average Haul Distance: 20 Miles
8)	Number of Trucks: Six +/- trucks according to scope of work and plant production at the time.
9)	Paver Speed (distance/min.): Average is 60 feet/minute but will vary according to production and scope of work.
10)	Delivered mix temperature (+/- 5 degrees): 295 F
11)	Maximum length and width of paver pass: 1800' x 14'
12)	Average compacted lift thickness: 4" of Class 1
13)	Number of rollers (include capacity, type and drum width): Two Rollers, a 10 to 12 ton vibratory steel with 84" drums, and a 10 to 12 ton vibratory steel with 74" drums.
14)	Name of contractor representative responsible for the placement and compaction process: Stephen Tyler (000)000-0000
15)	Reason(s) for request to allow paving under cold weather conditions: Safety
16)	Impact of not proceeding with paving under cold weather conditions: Safety

Chapter 20 – Material Stored Documentation

20-1 Payments for Storage

Article 1.09.06-B of the Standard Specifications provides for payment of materials, stored either on or off the project. The following criteria must be met before paying for stored materials:

A Certificate of Title must be executed. The Certificate of Title shall not be altered in any way (language added or deleted). If altered, it renders the certificate void, and payments will not be made. Included with the Certificate, the contractor shall provide the material location and method of identification. The Certificate of Title shall be attached to the DWR that is recording the material stored on site payment. See figure 20.1 for page 1 of Certificate of Title and Figure 20.2 for page 2 of Certificate of Title.

Figure 20.1 Certificate of Title Page 1

<p><u>STATE OF CONNECTICUT</u> CERTIFICATION OF TITLE TO MATERIALS STORED OR TO BE STORED FOR INCORPORATION IN DEPARTMENT OF TRANSPORTATIONS PROJECT</p>
<p>1 WHEREAS, <u>STEPHEN CONSTRUCTION</u>, hereinafter referred to as the “Contractor”, is engaged in the performance of a certain construction contract with the State of Connecticut, Department of Transportation, hereinafter referred to as the “Department”, designated as Contract No. <u>200-200</u></p>
<p>WHEREAS, the Contractor has purchased from NATIONAL EASTERN CORPORATION of Plainville, CT., hereinafter referred to as the “Vender”, for incorporation in Contract No. <u>200-200</u>, in accordance with the plans and specifications therefore, or as ordered by the Engineer, and has stockpiled or stored, or intends to stockpile or store certain materials at the contract site, or at a place and in a manner approved by the Engineer, namely, the following materials:</p>
<p>DESCRIPTION of materials and quantities (5) GIRDERS: MKS: G1a, G2A, G3A,G4A, G5A (20) DIAPHRAGMS: MKS: 3-D1, 1-D2, 1-D3, 3-D4, 6-D5, 6-D6, and FIELD HARDWARE</p>
<p>ITEM NO: 603801A INVOICE 20907 \$134,000.00</p>
<p>and,</p>
<p>WHEREAS, to comply with the provisions of the Department’s Specifications (Subsection 1.09.06) requiring certification of the Contractor’s absolute legal title to the materials hereinabove, described before the Department can pay the Contractor for the actual cost thereof, the Contractor and the Vendor have entered into the following agreement:</p>
<p>NOW, THEREFORE, for and in consideration of the foregoing premises, the Contractor and the Vendor agree, with the intention of being legally bound hereby, as follows:</p>
<ol style="list-style-type: none"> 1. The Vendor has executed this document for the purpose of acknowledging that the Vendor has made an outright sale and transfer of title of the above-described materials lawfully owned by the Vendor to the Contractor free of all restriction, Uniform Commercial Code or other filings, or liens and does not have any interest of any kind in the said products, has the right to make such transfer of title, and will not in the future make any claim whatsoever to such title. 2. The Contractor certifies and represents that he is the lawful holder of the absolute legal title to the above-described materials and has the full legal right, power and authority to sell and transfer title the same without restriction, Uniform Commercial Code or other filings, or liens of any kind on the part of the Vendor and/or Subcontractor.

Figure 20.2 Certificate of Title Page 2

CERTIFICATION OF TITLE PAGE 2	
3.	The Contractor and/or any Subcontractor and the Vendor, their successors and assigns, will and do by these presents, warrant the title to the above-described materials to the Department.
4.	In the event the Vendor has furnished or sold the above-described materials, or transferred title to such materials to a Subcontractor of the Contractor rather than directly to the Contractor, this Certification of Title is hereby-amended at all applicable points to reflect this fact. By the execution of the Certification by any such Subcontractor, such Subcontractor is executing this document for the purpose of acknowledging that such Subcontractor has made to the Contractor an outright sale and transfer of title which it may have to the above-described materials as it may be lawfully owned by the Subcontractor free of all restriction, Uniform Commercial Code or other filings, or liens and does not have any interest of any kind in the said products, has the right to make such transfer of title, and will not in the future make any claim whatsoever to such title.
IN WITNESS WHEREOF, the parties hereto have caused this Certification of Title to be executed this <u>26TH</u> day of <u>MAY</u> , 2001.	
ATTEST:	CONTRACTOR
	Tyler Construction
	By <u>Stephen Tyler</u>
	Title <u>President</u>
ATTEST:	SUBCONTRACTOR
	Stephens Construction
	By <u>Tyler Stephens</u>
	Title <u>President</u>
ATTEST:	VENDOR
	<u>NATIONAL EASTERN CORP</u>
	By <u>Edward Madejek</u>
	Title <u>PRESIDENT</u>

All testing requirements **must** be met prior to payment. Testing must be approved by the Department.

A positive means of identification must be affixed to the materials and noted on the receipted bills or Certificate of Title furnished by the contractor.

Markings must be clear and visible for rapid identification while the materials are in storage. If paint color-coding is used, different color markings should be used for each job/project. Heat numbers are not an acceptable marking.

It is the contractor's responsibility to provide this information.

Inventory – Initial and quarterly inventories are to be performed by Municipality inspection staff. All documentation of these inventories must be written and filed in the project records noting the material, location and identification. The inspector performing the inventory shall sign the material list with a statement, “Material and quantities verified by _____”, and the date.

Stored materials with universal use, such as guide rail, poles, luminaries, and signal equipment, must be stored onsite unless otherwise approved by the Municipality. They must also be inventoried quarterly, and the results documented. Any discrepancies between inventories shall be immediately adjusted on the next payment estimate. This applies to materials stored on the project site, as well as at approved off-site locations.

The contractor/fabricator, etc. must maintain records of all materials stored and make them available to the Municipality upon request. These records must be clear, concise, and complete in every way. Additionally, a schematic of the storage area must be available so that stored material can be easily located.

The District will only approve payments for materials stored once the DMT has made their recommendation and it is reviewed. The DMT will contact the MSAT leader of their findings.

If approved, payments will be made only for a portion of the total item value based on a lump sum breakdown submitted by the contractor excluding all costs for fabrication, shipping, installation, erection, etc., approved by the Department.

20-2 Materials Stored On-Site or Off-Site within State (excluding raw material)

Off project within State, storage sites will be approved by the Municipality and will be personally inspected with written approval placed in the project records. The inspection should be done by the chief inspector or above. The approval of storage sites are the responsibility of the Municipality with the assistance from the Division of Materials Testing as required.

20-3 Material Stored Out of State

All conditions and requirements as outlined in the above section “Payments for Storage” shall apply with the exception of the following:

Out of State storage sites for structural steel and precast concrete units must be approved by the Division of Materials Testing (DMT). Inspection of the site will be performed by the DMT or their designated on-site inspector. For other materials, Municipality personnel will inspect the site only if it can be accomplished within a normal workday; otherwise approval will not be granted unless specifically authorized by the Municipality.

Requests for out of state storage site approvals will be made from the Municipality Administrator to the Assistant Manager of DMT, via fax, with a copy sent to the MSAT Team leader.

Inventory – Initial inventory and quarterly or follow-up inventories by Municipality or DMT personnel will follow the procedures as outlined in the above section. If it is not possible to perform additional inventories after the initial storage site approval and inventory, payment of material stored out of state will not be approved and any materials already paid will be deducted from the next payment estimate.

When the materials are delivered to the project, they should be in the same condition as when paid stored. If the material is not delivered to the project in an acceptable condition, the cost of the material will be deducted from the next payment estimate to the contractor.

20-4 Raw or Partially Fabricated Material Stored

Generally, raw or partially fabricated materials will not be paid for as stored materials. When raw materials are required to be purchased early in the project for use later on, (i.e. steel for stage construction, etc.), consideration will be given for partial payment upon request from the contractor.

All conditions apply as outlined above with the following exceptions:

- Additional information – The following information will be included with the request for payment of raw material, in addition to the standard requirements as outlined in Article 1.09.06-2 and this section.
- Original contract value
- Original calendar days
- Days used to date
- When the material will be incorporated into the project
- Type of contract (stage construction, etc.)
- Value of raw material as percent of the contract value.
- Testing – After the submittal is reviewed by the Municipality, the DMT will be directed to inspect and inventory the material. The DMT will check to ensure that all the materials are in stock, identified, stored, secured properly, and that the materials are of the type specified by the contract.

Final testing will be performed when the material is 100% fabricated and a MAT-100 is submitted to the DMT for approval

NOTE; THIS DOCUMENTATION WILL BE PLACED IN THE VOLUME III PROJECT RECORDS

Chapter 21 – CON-87 Pile Driving Reports

21-1 General

If the existing soils cannot satisfactorily support a structure, foundation support is provided by piles or caissons. The piles may be end bearing or friction type.

End-bearing piles usually are steel pipe piles or steel H-piles that are driven to refusal with an approved hammer. Prior to driving end-bearing piles, soil borings are studied, and the soil types above the rock are evaluated for elevation and driving resistance. Hard pan, till or decomposed rock often overlie satisfactory rock. High pile-driving resistance [high blows per foot (meter)] should not be mistaken for refusal.

Friction piles may be steel H- or pipe piles, or precast or cast-in-place concrete piles. Friction piles often are driven to a prescribed tip elevation or blow-count resistance. The criteria are based upon soil testing, test-pile driving resistance results, and pile-load test results.

21-2 Load Test

Load tests are covered in Article 7.02.03-10 of the Standard Specification, “Determination of Bearing Values of Piles.” The load-test setup, the measuring system, the loading device, the loading procedure, the frequency of measuring the movement of piles, and the recordkeeping must conform to the contract documents.

The Contractor must submit drawings and computations to the Engineer showing all details of the proposed pile load-test setup and must obtain the Engineer’s approval prior to starting the work. The submittal includes the method of applying the load, the reaction frame and reaction pile configuration, if used, and the placement and support of measuring devices.

At each load test location, the Engineer provides driving criteria for the test pile. The pile is driven and load tested to the test load specified in the contract documents or as directed by the engineer. If the pile fails to achieve the required capacity, a contingent load test is performed on a second test pile. This pile may be located adjacent to the initial test pile and driven according to revised driving criteria provided by the engineer. The Engineer may elect to have the Contractor re-drive piles that do not meet the required penetration resistance.

After the test piles are driven, and the pile load tests, if required, are performed, then the soils and foundations Engineer or consultant designer will promptly analyze the data and furnish the Municipality with a list of recommended order lengths for the piles in that locality. If these lengths appear proper, the Municipality or representative of the Municipality will use them to make up an order list to the contractor for pile lengths to be furnished by the contractor. The Municipality and its representative are responsible for determining required pile length.

21-3 Driving Plan

The contractor must submit to the engineer a plan of the pile-driving method, including type of hammer, for approval prior to driving any piling.

21-4 Equipment

The size of the hammer must be appropriate for the type and size of the piles and the driving conditions. The hammer to be used must be approved by the soils and foundations Engineer. The inspector should refer to Article 7.02.03 of the Standard Specifications.

The hammer to be used for driving permanent piles must be the same hammer that was used to drive the test piles. If the contractor changes hammers, the contractor must drive additional test piles at his expense before driving the permanent piles, even if the energy ratings of the hammers are identical.

Hammers are to be operated at speeds recommended by the manufacturer for the bearing value specified. The manufacturer's manual for the hammer employed must be available to the Engineer at the project site.

If the required penetration is not obtained by the use of a hammer complying with the requirements, a heavier hammer, jetting, spudding, or a combination of these methods may be used to obtain the required penetration. The inspector must be aware that hammers delivering an energy that the Engineer considers detrimental to the piles will not be used. Diesel hammers and vibratory methods for driving piles, other than prestressed concrete piles, are permitted subject to the restrictions in the applicable Standard Specifications.

Pile-driver leads are used for driving all piles unless otherwise permitted by the engineer. The contractor must drive the piles within the tolerance as specified without injury to the piles. Any leads that do not produce satisfactory end results in the driving of piling are to be removed from the work.

Long piles and battered piles may require guides and additional support to prevent excessive bending or buckling under the hammer blow. Piles must be held in place and alignment by templates or other means approved by the engineer.

21-5 Driving

In pile-driving operations the inspector must be aware of a number of circumstances that may cause driving resistance to be falsely indicated.

- If using a pile hammer that is too light, a considerable amount of the energy is absorbed by inertia of the pile instead of being available for driving.
- The stroke of the hammer may be shorter than needed and should always be checked.
- Slowing down some types of single-acting hammers by the operator will reduce the stroke by several inches (millimeters).
- Resetting the slide bar on a hammer will create backpressure and will ultimately reduce the penetration of the pile under each blow.
- Soft wood placed in the cushion pad will absorb energy, falsely indicating resistance.
- Reduction of speed in a double-acting hammer will reduce the energy of the hammer.
- If piling must penetrate strata that resist driving, the contractor must auger or drill holes through the strata. The size of the auger or drill may not be larger than the nominal diameter of a round pile or the minimum diameter of a circle in which an H-pile fits and must meet with the approval of the engineer before use. After the hole is completed, the pile is inserted and dry sand is used to completely fill any voids between the pile and the walls of the hole. Driving is then completed, after which any remaining voids are completely filled with dry sand.
- Once driving a pile has begun, it must be kept continuous except for splicing. A temporary halt in driving a pile may allow the pile to “set.” It may be necessary to continue driving the halted pile for a distance of several feet (meters) before resistance returns to what it was before the stoppage.
- If splicing is necessary, it should be performed before approaching the estimated tip elevation. If splicing steel H-piles or shells for cast-in-place concrete piles is necessary, the piles or shells must be spliced as specified in the contract documents by electric arc welding conforming to the American Welding Society (AWS) Structural Welding Code for the full periphery. The number of splices permitted should be compatible with driving conditions at the site and the standard lengths of piling produced by the manufacturer.

- A pile may become overstressed during driving. If a pile is founded on rock, it becomes a column and additional driving cannot increase its bearing value, but it may seriously damage the pile by brooming, fracturing, or shearing. When the resistance to driving increases to near the designed resistance, smaller increments should be used to check penetration. They will aid the inspector in ascertaining the number of blows required for each (foot) meter penetrated the total driving length, and the elevation of the tip of the pile.

Disposition of pile cutoffs is covered by Article 7.02.03 of the Standard Specifications or by the project special provisions.

21-6 Tolerances

Piles are driven to the following tolerances:

- General, Foundation piles should not be driven out of the position specified in the contract documents by more than 6 in. (150mm) in any direction regardless of the length of piles. Variation from the vertical or from the batter should not be more than ¼ in. /ft. (20 mm/m).
- H-Piles, Rotation of the pile in excess of 25 degrees from the planned axis is not permitted.
- Bents, Piles must be driven so that the cap may be placed in its proper location.

21-7 Unacceptable Piles

Any pile that does not conform to the contract documents is corrected at the contractor's expense by one of the following methods or by other methods approved by the engineer:

- The pile is withdrawn and replaced by a new pile.
- A second pile is driven adjacent to the unacceptable pile.
- The pile is spliced or built up.
- A sufficient portion of the footing is extended to properly embed the pile.

21-8 Reporting

An accurate and complete record should be kept of each driven pile for substantiating the length driven, driving resistance, and tip elevation. The records are to be kept on Form CON-87. See figure 21.1 for CON-87 Pile Driving Report

Figure 21.1 Pile Driving Report

CON-87 REV. 9/88		STRUCTURE		Bridge # 01234 W.W. #2		SHEET NO. 1 OF 4	
STATE OF CONNECTICUT		LOCATION		Elmond Road, Griswold		PROJECT NO. 200-200	
DEPARTMENT OF TRANSPORTATION		INSPECTOR		Tyler Stephens		DATE 08/08/01	
BUREAU OF HIGHWAYS						TYPE OF PILE STEEL H	
PILE DRIVING RECORDS SHEET							
MAKE & MODEL							
OF HAMMER		I.C.E 42S		TYPE DIESEL		RATED ENERGY 42,000 FT.LBS.AT 15 BLOWS PER MIN	

PILE NO.	001		002		003		004												
LENGTH	28'		28'		28'		28'												
SPLICE FROM TIP	-		-		10'		-												
DRIVEN LENGTH	21.67'		27.25'		37.60'		26.90'												
CUT OFF	6.33'		2.75'		.40'		1.10'												
BLOWS/FT. LAST FT.	15		7		5		12												
BLOWS/IN. LAST INCH	18		21		11		25												
BLOWS/MIN. LAST FT.	15		14		16		18												
ELEV. OF CUT OFF	105.50		105.75		105.75		105.50												
ELEV. BOTTOM PILE	83.83		78.50		68.15		78.60												
FT.	NO OF BLOW	FT.	NO OF BLOW	FT.	NO OF BLOW	FT.	NO OF BLOW	FT.	NO OF BLOW										
1	2	47	93	1	1	47	93	1	1	47	93								
2	2	48	94	2	48	94	2	8	48	94	94								
3		49	95	3	49	95	3	7	49	95	95								
4		50	96	4	50	96	4	7	50	96	96								
5		51	97	5	51	97	5	7	51	97	97								
6		52	98	6	52	98	6	12	52	98	98								
7	3	53	99	7	53	99	7	12	53	99	99								
8	4	54	100	8	3	54	100	8	13	54	100								
9	2	55		9	55			9	14	55									
10	5	56		10	56			10	12	56									
11	5	57		11	57			11	12	57									
12	6	58	INCH	12	4	58	INCH	12	10	58	INCH								
13		59	1	15	13	4	59	1	5	13	7	59	1	1	13	5	59	1	2
14		60	2	15	14	7	60	2	18	14	7	60	2	3	14	5	60	2	2
15		61	3	15	15	5	61	3	21	15	8	61	3	3	15	5	61	3	2
16		62	4	15	16	5	62	4		16	9	62	4	5	16	5	62	4	3
17	8	63	5	16	17	6	63	5		17	9	63	5	3	17	7	63	5	3
18	12	64	6	17	18	10	64	6		18	9	64	6	7	18	8	64	6	3
19	12	65	7	17	19	5	65	7		19	9	65	7	11	19	9	65	7	3
20	15	66	8	18	20	4	66	8		20	12	66	8		20	9	66	8	5
21	15	67	9		21	12	67	9		21	12	67	9		21	9	67	9	5
22		68	10		22	12	68	10		22	12	68	10		22	9	68	10	8
23		69	11		23	12	69	11		23	12	69	11		23	10	69	11	18
24		70	12		24	10	70	12		24	12	70	12		24	10	70	12	
25		71			25	10	71			25	12	71			25	10	71		
26		72			26	8	72			26	12	72			26	12	72		
27		73			27	7	73			27	15	73			27	7	73		
28		74			28		74			28	16	74			28		74		
29		75			29		75			29	17	75			29		75		
30		76			30		76			30	21	76			30		76		
31		77			31		77			31	10	77			31		77		
32		78			32		78			32	10	78			32		78		
33		79			33		79			33	9	79			33		79		
34		80			34		80			34	8	80			34		80		
35		81			35		81			35	10	81			35		81		
36		82			36		82			36	7	82			36		82		
37		83			37		83			37	5	83			37		83		
38		84			38		84			38		84			38		84		
39		85			39		85			39		85			39		85		
40		86			40		86			40		86			40		86		
41		87			41		87			41		87			41		87		
42		88			42		88			42		88			42		88		
43		89			43		89			43		89			43		89		
44		90			44		90			44		90			44		90		
45		91			45		91			45		91			45		91		
46		92			46		92			46		92			46		92		

NOTES:	NOTES:	NOTES:	NOTES:
Driven to Refusal in Gravel	Driven to Refusal in Gravel	Driven to 1' above Cutoff Elevation. Directed Contractor to Splice Pile using Method #1 finished Driving pile to refusal	Driven to Refusal - Sandy Soil

Distribution: Orinal - retained by Inspector; 2nd Copy - Soils nad Foundations; 3rd copy - District Files

Chapter 22 – Labor Wage Rate Checks

22-1 General

The responsibility for carrying out the procedures to ensure compliance with minimum wage requirements rests in part with the inspector. The following procedures are Department policy. Strict compliance is demanded:

- The inspector will ensure that a wage rate information poster is available for viewing by all contractor employees at all times that the project is under way.
- The inspector must make a Monthly examination of the Contractor's employment records to ascertain the following:
 - That wages being paid are not less than the minimum prescribed in the contract.
 - That the work being performed by the employees, including helpers and apprentices, appears to conform to the labor classification for which they are being paid.
 - That the classifications appear to be correct.

22-2 Frequency

The inspector will make labor wage checks as below:

- Projects under \$5,000,000 in construction costs. One monthly labor wage check on prime contractor employees and one monthly labor wage check on employees of each subcontractor.
- Projects over \$5,000,000 in construction costs. Two monthly labor wage checks on prime contractor employees and one monthly labor check on employees of each subcontractor.
- The number and frequency of labor wage checks may be increased if the initial reviews indicate problems.

If the number and frequency of labor wage checks requires checking employees previously interviewed, the labor wage check will not be required. If no more employees are available for a wage check interview this should be noted in the Volume IV, List of Wage Checks for each month this situation occurs.

22-3 CON-131

The inspector will use form CON-131 (See Figure 21.1), Labor Wage Check, when interviewing the employees of the contractor and subcontractors to establish the following:

- That there is full compliance with the minimum wage rate provisions, and
- That there is no misclassification of labor.

The inspector must inform the Municipality Administrator and MSAT Team promptly of any apparent violations.

Figure 21.1 Labor Wage Check

State of Connecticut Department of Transportation Bureau of Engineering and Highway Operations		CON-131 Rev 4/99 302-06-066
Labor Wage Check		
DOT Field personnel conduct periodic Labor Wage Checks to insure that you are being paid the full prevailing wage rates established for this Project. The prevailing wage rate schedule is included in the Contract Documents. These are the minimum rates that your employer must pay to all employees physically working on the Project for the class of work they are performing as laborers or mechanics. Any class of laborers or mechanics not listed in the rate schedule shall be classified in conformance with the wage determination. The rate schedule and additional classifications are required to be posted on the site and visible for you inspection.	Complete the following information: Employee Name: _____ Employee Address: _____ City: _____ State: _____ Employer: _____ Job Classification: _____ Description of Work: _____ Hourly Rate Paid: _____ Fringe Benefits Provided (please circle all that apply) Vacation Sick Holiday Medical, Life, or Disability Insurance 401K Plan Pension/Profit Sharing Plan	
Date of employee wage check: _____ For Completion by DOT Inspector: (This portion is to be completed within 30 days of the date of the employee wage check.) Town: _____ Project No: _____ FAP No. _____ DOT Inspector: _____ Remarks: _____ Hourly Rate Shown on Schedule _____ Hourly Rate Shown on Certified Payroll _____ Base: _____ Fringe: _____ Base: _____ Fringe: _____	Apprentices Registration: No _____ Yes _____ Effective Date _____ Credit (Hours) _____ Licensed Journeyman: No _____ Yes _____ Trade: _____ License No: _____ Effective Date: _____	
After Review, it appears this employee: <input type="checkbox"/> IS being paid at or more than the proper prevailing wage rate. <input type="checkbox"/> IS NOT being paid at or more than the proper prevailing wage rate. (Prevailing Wage Referral to CT Department of Labor Required)		
Distribution: Project File - Original District Office - Copy Department of Labor - Copy if referral required		

22-4 Discrepancies

Contractors must pay the equivalent health, welfare, and training benefits listed in the wage decision, either directly to the employees or to an approved plan. If the benefits are not listed on the certified payroll as being paid into an approved plan, they must be paid directly to the employee in the form of wages. The payment of the benefits should be checked against the payroll, and if a question concerning the payment of benefits exists, the inspector must inform the Municipality Administrator and MSAT Team. Apparent violations in payment of benefits are handled in the same way as violations in wage rates.

When project personnel are unable to complete the Form CON-131 within 30 working days, the following actions should be taken:

- Forward a copy of the Form CON-131 to the MSAT team with a note or letter explaining the reason the incomplete form is being submitted.
- Record the appropriate notes on the field copy of the form, for information purposes.

The MSAT Team will assist the Municipality in correcting the problem.

Processing of Complaints or Violations. The following procedure is used on receipt of a complaint or discovery of an apparent violation:

- The Municipality notifies the contractor in writing, via certified mail return receipt, of the details of the complaint or violation. The contractor should be required to respond with the methods to be taken to resolve the complaint or violation within 14 days.
- If the contractor's response satisfactorily resolves the issues, no further action is necessary.
- If the response does not resolve the issues to the satisfaction of the District, the Municipality will be required to notify the Wage and Hour Division of the Connecticut Department of Labor of the alleged complaint or violation and include copies of all documents pertaining to the issue. The Connecticut Department of Labor determines the appropriate actions and initiates further investigation, if required.
- Occasionally, the Department of Labor may request assistance from the Municipality in compiling documentation (wage checks, payrolls, etc.).

Chapter 23 – Site Record Review Meetings (EEO)

23-1 General

A Site Record Review is to be prepared for all Municipal projects. The reviews monitor and document the Contractor’s accomplishments including subcontractors in Equal Employment and Affirmative Action.

Each contract is to have one performed annually and at the end of the completion of the project. The initial Review on a project should be held late in the construction season of the first year of activity. This review shall report on a Contractor’s activities including his subcontractors from the beginning of the project. With succeeding reviews only reporting on activities performed from the date of the last review to the new period. See Figure 23.1A & 23.1B for Site Record Review Forms.

Figure 23.1A Site Record Review Page 1

CONNECTICUT DEPARTMENT OF TRANSPORTATION CONSTRUCTION PROJECT SITE RECORD REVIEW	
Project Number	_____
Review Date:	_____
Percent Complete:	_____
Contract Name:	_____
Contractor Representatives Present:	
_____	TITLE: _____
_____	TITLE: _____
_____	TITLE: _____
Municipality Representatives Present:	
_____	TITLE: _____
_____	TITLE: _____
_____	TITLE: _____
DOT Representatives Present:	
_____	TITLE: _____
_____	TITLE: _____
_____	TITLE: _____
Is this Project in Compliance:	Yes _____ No _____
Full Compliance Review Recommended:	Yes _____ No _____
Municipal/Inspector EEO Coordinator:	_____
Town Official:	_____

Figure 23.1B Site Record Review Page 2

CONNECTICUT DEPARTMENT OF TRANSPORTATION
CONSTRUCTION PROJECT SITE RECORD REVIEW

1) Has your company's EEO policy, affirmative action policy and grievance procedures been brought to the attention of the employees on this project?
How? _____ When? _____

2) How many minorities have been employed on this project? _____
How many are currently employed? _____

3) Is the Minority utilization of _____ % per craft being met?
Yes _____ No _____ (if no, explain)

4) How many females have been employed on this project? _____
How many are currently employed? _____

5) Is the female utilization of 6.9% per craft being met?
Yes _____ No _____ (if no, explain)

6) List recruitment sources utilized to staff this project? (Attach copies of Documentation)

7) Are the materials listed below posted where the project personnel can review them?
EEO Posters _____ EEO/Affirmative Action Policy _____
Wage Schedule _____ Grievance Procedures _____ Union Notice _____

8) Has each job opening been listed with Connecticut State Job Service as required by Executive Order 17?
Yes _____ No _____ (if no, explain)

9) Are trainees a provision of the contract?
Yes _____ No _____ (if no, explain)

10) Have you discussed with your subcontractors their EEO/Affirmative Action contract obligations?
Yes _____ No _____ (if no, explain)

11) Are your subcontractors being paid within 30 days after you receive payment?
Yes _____ No _____ (if no, explain)

12) Have you any your subcontractors requested certification from the Department of Labor for apprentices working on this project?
Yes _____ No _____ (if no, explain)

23-2 Who to Invite

The following individuals must be invited to the site record review meeting:

- Contractor's EEO Officer
- Municipality Administrator
- Consultant
- MSAT Team
- Department of Transportation Division of Contract Compliance – Phylisha Coles 860-594-3016
- Department of Transportation Division of Contract Compliance – Irma Reyes 860-594-2168

23-3 To Perform the Review

To perform a review the following procedures are to be followed:

- It is the Municipalities responsibility to conduct the meeting.
- Schedule the review at least four (4) weeks in advance.
- When meeting is scheduled, forward Packet “A” – Prime Contractor Data and Packet “B” Subcontractor Data (See Appendix 0 for the sheets) to the Contractor. Make sure to fill in the review period on the employment data sheets prior to sending packets to the contractor. If necessary, the package may be forwarded to the contractor in advance of setting the actual meeting date in order to facilitate completion of the required information. A Sample Project Site Record Review Request Letter is shown in Figure 23.2.
- Packet “A” is for the Prime Contractor Data and should be completed by the Prime Contractor for the review period.
- Packet “B” is for Subcontractor Data this packet must be completed for each subcontractor who performed work during this review period.
- Direct the prime contractor to return all the packets prior to the scheduled review date, thus allowing time to review the information for content.
- Advise the prime contractor that if he is unable to obtain a completed packet from a subcontractor, he must provide documentation at the meeting that shows efforts made to obtain information.

- The Town Administrator or Chief Inspector is to review all the packets submitted by the contractor. They are to check the information to see if it is representative of what actually occurred on the project. If it is not, discrepancies are to be brought to the attention of the MSAT Team. The contractor is to be asked to address all discrepancies
- During the review, the Site Record Review form shown in figure 23.1A & 23.1B is to be completed by the Municipal Administrator.
- The Municipal Administrator after the meeting will review the packets provided by the contractor and project site record review form and determine if there are any areas of concern and, if warranted, recommend a full compliance review. Any errors found on the site record review form are to be corrected. Errors are not to be erased. They are to be crossed out with the correct response inserted and initialed.

Figure 23.2 Site Record Review Request Letter

Contractor Name and Address
Dear Mr. :
Subject: Project No. Description of Project
This letter is being provided to assist you and your subcontractor's in preparing the attached packages required for a "Construction Project Site Record Review".
Each contract is required to have one (1) review annually and at the completion of the project. this review shall report on the Contractor's activities, including all has subcontractors, from the beginning of the project. succeeding reviews shall only report on activities performed since the last review.
The contract was awarded to you on . Construction began on and was completed on . This review will cover the period of through .
Before a review can be performed, the following procedures and documents need to be completed:
1. The review will be held approximately four (4) weeks from the receipt of this letter. Please contact me at (860) 000-000 to schedule the meeting.
2. The contractor is responsible for filling out Packet "A". These forms must be completed thoroughly and accurately. If you did not have any activity in a particular area, please write "no activity" on that form. A listing of recruitment sources utilized to staff the project should also be provided at the time of the meeting.

Figure 23.2 (Continued) Site Record Review Request Letter

Included in the Contractor's Packet "A" are the following forms:

- A. Employment Data: Report all hours worked by craftsperson's during the specific reporting period. The "Minority Percent of total Work Hours" must be calculated and the number of craftspersons needs to be entered in the "Total Employment" columns for all employees and minority employees.
- B. The next three sheets pertain to:
 - 1. New Hires: A craftsperson working for a contractor for the first time or craftsperson referred from a Union or Hiring Hall in response to a request by the Contractor.
 - 2. Rehires: a rehire is a craftsperson who worked for the contractor the previous construction season and is recalled for work by the same contractor when that same contract commences in the next construction season.
 - 3. Transfers: A transfer is a craftsperson who works for the contractor and who moves from contractor to contract working for the same contractor.

Note: The total number of employees shown on the Employment Data sheet must equal the total number of employees shown on the above three sheets.

- C. On-The-Job Trainees (OJT): List the Trainee's Name, Craft, Total Hours completed, Hours to be Completed, Active/Inactive or Terminated and if the training was completed.
- D. DBE/SBE Participation: List all subcontractors or suppliers, DBE or SBE, percent contracted out, subcontract or agreement value. Monies paid to date, and the total DBE/SBE percentage of the original contract complete to date. (Note – Only indicate the one program that applies: DBE on Federal participating or SBE on State only project.)

The contractor must forward Packet "B" to all of their subcontractors performing work on the contract. The packet must be completed thoroughly and accurately. If no activity was performed during a particular time period, please write "no activity" on that form. The contractor should review the submittals for completeness and accuracy prior to submitting them to the Municipality.

Figure 23.2 (Continued) Site Record Review Request Letter

If you are unable to obtain a completed Packet "B" from a subcontractor, you must provide documentation at the meeting that efforts were made to obtain this information. It is advised that the subcontractor be notified that failure to fill out this package may result in the suspension of his Affirmative Action Plan and other actions.

The Following forms are included in the Subcontract's packet "B":

1. Employment Data: See Above Instruction 2A.
2. The Next Three sheets pertain to:
 - A. New Hires: See Above Instruction B1.
 - B. Rehires: See Above Instruction B2.
 - C. Transfers: See Above Instruction B3.

Packets "A" and "B" should be submitted to the Municipality for review prior to the meeting. The contractor will be asked to address all discrepancies. Any errors found on the site record review forms are to be corrected and resubmitted to the Municipality within two (2) weeks. Failure to submit missing information will result in the package being forwarded to the Department of Transportation Contract Compliance with the recommendation that a full compliance review be performed.

Any questions regarding this review or the procedures required should be directed to _____ at (860)000-0000. Again, please call to arrange a meeting.

Sincerely

Town Official

Attachments Packets "A" and "B"

cc: MSAT Team

Chapter 24 – Miscellaneous Documentation

24-1 General

Enclosed are documentations and letters to be utilized by the Municipality during the project.

24-2 Report of Major Road Closure/Project Incident

This form is to be completed by the Municipality Administrator or the Chief Inspector to document incidents impacting traffic, safety, media interest, etc., and forwarded to the MSAT Team immediately. See Figure 24.1 for Report of Major Road Closure/Project Incident form.

Figure 24.1 Report of Major Road Closure/Project Incident

OFFICE OF CONSTRUCTION	
REPORT OF MAJOR ROAD CLOSURE / PROJECT INCIDENT	
DISTRICT: _____	
DATE: _____	TIME: _____ PROJECT #: _____
ROUTE: _____	DIRECTION: _____ TOWN: _____
SPECIFIC LOCATION: _____	
OCCURRENCE: _____	
INJURIES: YES <input type="checkbox"/> NO <input type="checkbox"/> UNKNOWN <input type="checkbox"/>	
TIME OF CLOSURE: _____	ANT. CLEARING: _____
NUMBER OF OPERATIONAL LANES: _____	NUMBER OF OPEN LANES: _____
CLOSED LANES: LEFT <input type="checkbox"/> CENTER <input type="checkbox"/> RIGHT <input type="checkbox"/> ALL <input type="checkbox"/>	
DETOUR: _____	
ON SCENE: _____	
TIME & ACTION TAKEN: _____	
REPORTED BY: _____	PHONE # _____
<u>INCIDENT CLEARED</u>	
DATE: _____	TIME _____ FROM WHOM: _____
CC: Office of Construction Liaison, Fax # 594-2678 Operations Center, Fax # 594-3476 District Engineer, Fax # 823-3111	

24-3 Contracting Agency Certification Form

This form is to be completed by the Municipality and forwarded to the Department of Labor. This form is a requirement of Connecticut General Statute, Section 31-53. Questions may be directed to (860)566-4390 Ext. 53.

This form is to be completed when the start and estimated completion date of a project is known. The Town Administrator shall be the one to sign the form. See Figure 24.2 for Contracting Agency Certification Form.

Figure 24.2 Contracting Agency Certification Form

STATE OF CONNECTICUT DEPARTMENT OF LABOR	
WAGE & WORKPLACE STANDARDS DIVISION CONTRACT COMPLIANCE UNIT	
<u>CONTRACTING AGENCY CERTIFICATION FORM</u>	
I, _____, acting in my official capacity as _____,	
authorized representative	title
for _____, located at _____,	
contracting agency	
do hereby certify that the total dollar amount of work to be done	
in connection with _____,	
project name and number	
located at _____,	
address	
shall be \$ _____, which includes all work, regardless	
of whether such project consists of one or more contracts.	
CONTRACTOR INFORMATION	
Name:	_____
Address:	_____
Authorized Representative:	_____
Approximate Starting Date:	_____ / _____ / _____
Approximate completion Date:	_____ / _____ / _____

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

24-4 Winter Work Approval Letter

If the contractor wishes to work during the winter shutdown (generally December 1 through March 31 unless different in contract) they must request, in writing to the Municipality, what items they want to work on during this time period and a new construction schedule for review by the Municipality.

The Municipality will then forward this request to the MSAT Team for review and State approval.

The Municipality must be aware that this will increase the incidental costs if the inspection staff is required to work during the winter. The Benefits/gain of allowing the contractor to work must justify this additional expense. Some of these costs may be deemed to be nonparticipating.

Once the Municipality has received the Department’s stance on the winter work, the Municipality would either approve the work or deny the winter work by letter to the contractor. See Figure 24.3 for Winter Approval Letter.

Figure 24.3 Winter Approval Letter

<p>Contractor Name/Address</p> <p>Subject: Project No. _____ FAP No. _____ Description of Proeject _____</p> <p>Your request dated _____, to perform construction activities on the above mentioned project(s) during the winter period of December 1, 200__ to March 31, 200__, is approved with the following stipulations:</p> <ol style="list-style-type: none"> 1. Items worked on will be preapproved by project personnel. 2. Conditions may warrant suspension of all activities at a later date. 3. All conditions of the Standard Specifications and those supplementals governing the items worked on must be adhered to. 4. It is understood that work done during this period will be performed at no additional cost to the Municipality. <p style="text-align: right;">Very truly yours,</p> <p style="text-align: right;">Town Administrator</p> <p>cc: MSAT Team</p>

The contractor should also be advised that prevailing wages must be paid to all laborers/mechanics. When a laborer/mechanic is an approved trainee for the training provision or listed on a DOL Apprentice Certification for the project, they shall be paid not less than the appropriate percentage of the prevailing wage.

Figure 24.5 Apprentice Certification Form

**CONNECTICUT DEPARTMENT OF LABOR
DAVIS-BACON APPRENTICE CERTIFICATION QUESTIONNAIRE**

The following information is required to obtain an apprentice certification letter for Davis-Bacon (prevailing wage) jobs. Please print or type.

1. Name, address, and telephone number of your company:

 Telephone: _____
2. Name of apprentice: _____
3. Apprentice's Social Security Number: _____
4. Apprentice's Trade: _____
5. Wage percentage of apprentice on your wage schedule: _____
6. Date apprentice was registered: _____
7. Name and address of government agency that awarded your contract:

 Town of: _____
8. Name and Title of contact person at that government agency:

9. Name of Project: _____
10. Project location: _____
11. Contract or Project Number: _____
12. Name and local union number of collective bargaining agent, if applicable:

Please provide a cover letter requesting apprentice certification for your apprentice(s) for each separate prevailing wage project you have been awarded.
 Address the letter to:
 Apprenticeship Program Manager
 Connecticut Department of Labor
 200 Folly Brook Boulevard
 Wethersfield, Connecticut 06109-1114

24-7 Manual & Paperwork to be handed out to Municipality

The Municipality shall receive the following prior to the start of construction by the MSAT Team.

- Municipality Manual
- Construction Manual
 - Located on the Internet at the following location
 - www.ct.gov/dot
 - Click on “Doing Business with CONDOT”
 - Scroll down to Publications
 - Click on “More Publications can be found under Publications”
 - Under Manuals
 - Click on “Construction Manual”
- Minimum Testing Requirements, Assurance test Requirements and Qualified Products List can be located below.
 - Located on the Internet at the following location
 - www.ct.gov/dot
 - Click on “Doing Business with CONDOT”
 - Scroll down to Publications
 - Click on “2004 Materials Testing Manual”
- Daily Work Reports (CON-134)
- Paving Reports (CON-136)
- Volume 2, 3 & 4 pages
- Request for Test Forms (MAT-100)
- CLA-3 Forms

- Wage check forms

Chapter 25 – CLA-3 Submissions and Processing

25-1 General

This is a reimbursable program; therefore the Municipality shall make the payments to the contractor and/or consultants prior to billing the Department. The Municipality will invoice the Department of Transportation for the billings during construction on the CLA-3 forms provided to the Municipality by the MSAT Team.

Contract items which exceed the original contract item quantity or new items will not be reimbursed by the Department until such time as they are on a “construction order” and submitted to the MSAT Team.

If the Municipality bills for items that do not have testing, insufficient testing or rejected material the MSAT Team will deduct these quantities from the CLA-3 billing, until such time as the discrepancies are addressed.

Retainage shall not be released until authorized by the MSAT Team.

25-2 Municipality Responsibility

The Municipality should ensure billing is done on a monthly basis. The Municipality is responsible to ensure that all charges billed are accurate and that all back-up is in place prior to submission to the MSAT Team.

If a consultant is working on the project the Municipality is responsible for checking all their billing submissions (i.e., timesheets, mileage sheets, phone charges, etc.) The Municipality is to ensure that the consultant is only billing for individuals approved to work on the project by the Department. Wage rates for all consultant personnel are to be approved by the Municipality and Department prior to any billings being submitted. The Municipality is to check the billings to ensure that the wage rates of the individuals have been approved. If a consultant has given wage increases without Municipality and Department approval these increases will not be reimbursed.

If the Municipality is billing for their personnel they shall ensure that time sheets are submitted. These timesheets must show the actual time worked on the Project broken out by the project number..

Prior to submission of the CLA-3 to the MSAT Team by the Municipality, they are to review all items, incidentals and ensure there is appropriate backup. The Municipality must show proof of payment to the Department prior to reimbursement. They must check all math and computations.

The Municipality must review the agreements and ensure they stay within the requirements and maximums set for reimbursement. If the Municipality determines that they will be going over the agreement amounts they must notify the MSAT team immediately. See Chapter 7 on funding of the project.

25-3 Allowable costs

Refer to State/Municipality agreement to determine if there are any non-participating costs, and participation percentages. Some of the agreements have maximums on participation which may be less than the contract value; in this case the MSAT Team will hold retainage on the participation amount until such time as all aspects of the project are complete, construction and paperwork.

Agreements which have non-participating contract items will also have non-participating incidental costs.

Only On-Site Mileage is reimbursable for Municipality and Consultant personnel. If the Municipality is billing for a Material Testing company for the Nuclear Density or to make cylinders, the agreement/contract shall be submitted to the MSAT Team prior to billing the Department.

For projects which are utilizing Consultant Inspection, refer to the Department of Transportation's "Construction Engineering and Inspection Information Pamphlet for Consultants" for information on consultant billing. To locate pamphlet go to the following:

- www.ct.gov/dot
- Click on "Doing Business with CONDOT"
- Scroll down to Publications
- Click on "More Publications can be found under Publications"
- Scroll down to Pamphlets
- Click on "Construction Engineering and inspection Information Pamphlet for Consultants"

The Municipality should check all billings prior to submission to ensure the cost being paid by the Municipality and billed to the Department are accurate and allowable costs.

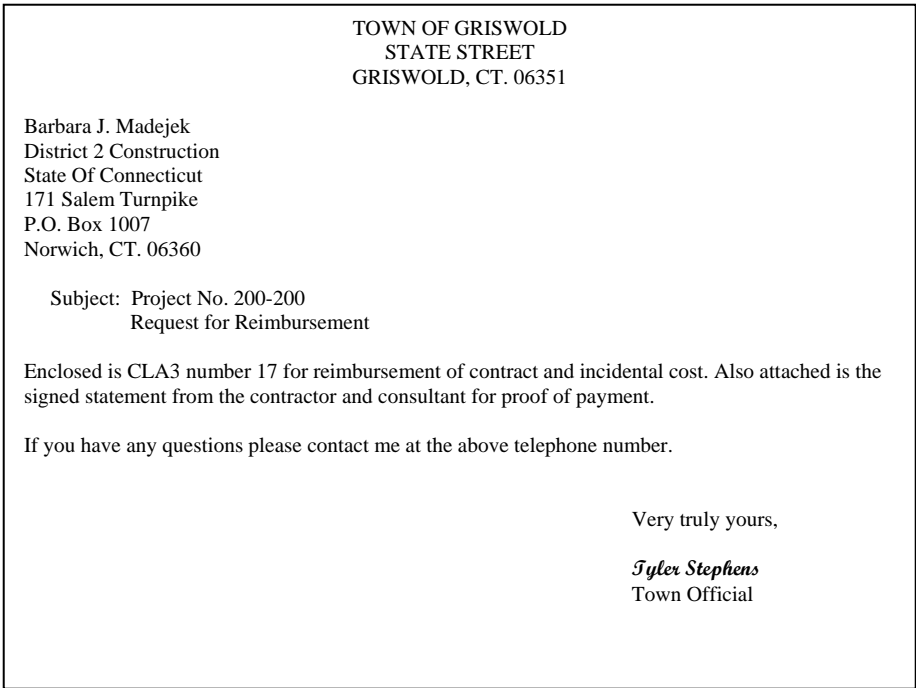
25-4 Documents for Submission

All pertinent forms and documentation must be submitted in order to have a timely reimbursement. If any of the forms or documents is missing the Municipality will be notified and the CLA-3 reimbursement will be delayed.

The following is the listing of what is required for submission.

- Letter from Municipality to MSAT Team submitting CLA-3 Billing for reimbursement. See Figure 25.1 for sample letter.

Figure 25.1 Sample Submission Letter



- CLA-3 Invoice all three (3) layers shall be submitted. See Figure 25.2 for CLA-3 Invoice.

Figure 25.2 CLA-3 Invoice

INVOICE - VOUCHER FOR GOODS OR SERVICES RENDERED TO THE STATE OF CONNECTICUT CLA-3 REV. 6/98 (CO-17) (302-06-0086)				STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION P.O. BOX 317546, NEWINGTON, CT 06131-7546				
Vendor: Please Complete All Copies of this invoice and send to the above address						50 146928		
(1) Agency No.	(2) Batch No.	(3) Doc. Type IN	(4) Document No. 50 080713	(5) Document Amount				
(6) Document Date	(7) Receipt Date	(8) Com. No.	(9) Com. Type	(10) Com. Agcy. 5000	(11) Liq.	(12) Rpt Type	(13) Vendor Fein/SSN- Suffix	
Vendor / Payee: Fields 13 Through 22 and 37 thru 40 are Mandatory for payment								
(14) Payee: Town of Griswold Payee: Address: State Street Address: City: Griswold State: CT Zip Code: 06351						(15) ARE YOU INCORPORATED? <input type="checkbox"/> YES <input type="checkbox"/> NO		
						(16) ARE YOU A NON-PROFIT ORGANIZATION? <input type="checkbox"/> YES <input type="checkbox"/> NO		
(17) Vendor Billing Information - One line of 52 Characters, (E.G., Vendor invoice Number, Clint Name, Date, Etc. for reconciliation of Vendors Accounts Receivable.) Project 200-200 Ellmond Road Construction								
(18) GIVE FULL DESCRIPTION OF GOODS AND/OR SERVICES COMPLETED				(19) Quantity	(20) Units	(21) Unit Price	(22) Amount	
State Purchase Order No. Project No.: 200-200 (only one per invoice)								
Invoice No. 17 Billing Period: April 1, 2001 to July 31, 2002								
Contract Items: Payments to Contractor							\$486,337.89	
Incidentals to Construction: Payments to Municipality Payments to Consultants Total Incidentals							\$4,510.17 \$1,508.13 \$6,018.30	
Total Billing							\$492,356.19	
Amount Due Municipality @ 80%							\$393,884.95	
(23) Full Liq.	(24) Comm. Line No.	(25) Expended Amount	(26) Agcy.	(27) Cost Center Fund SID	(28) Object	Agency Tail (29) Function (30) Activity (31) Extension		(32) F.Y.
(33) Agency Name and Address State of Connecticut Department of Transportation P.O. Box 317546, Newington, CT 06131-7546						(34) Commodities Received or Services Rendered - Signature		
						(35) Receiving Report No.	(36) Date(s) of Receipt(s)	
Shipping Information								
(37) Date Shipped		(38) From - City/State			(39) Via - Carrier		(40) F.O.B.	
Distribution: Original (White) to Comptroller Duplicate: (Blue) Information Copy Triplicate (Yellow) to DOT File								

- An Invoice Summary is needed to break down the current billing and showing the billing totals to date. See Figure 25.3 for Invoice Summary Sheet.

Figure 25.3 Invoice Summary Sheet

SUMMARY SHEET INVOICE #	17		
PROJECT NUMBER:	200-200		
A. Contract Items & Contingencies	Prior Billing	This Invoice	To Date
1. Payments to Contractor			
Gross Cont. Billing	\$1,528,054.31	\$488,952.89	\$2,017,007.20
Gross Non-participating Items		(\$2,615.00)	(\$2,615.00)
Less Retainage @ 2.5%	(\$38,201.36)		(\$38,201.36)
Subtotal Item A1:	\$1,489,852.95	\$486,337.89	\$1,976,190.84
B. Incidentals to Construction			
1. Payments to Municipality			
Payroll-Regular		\$2,812.56	\$2,812.56
Fringe Benefits @ ___ %		\$1,494.74	\$1,494.74
Direct Costs		\$202.87	\$202.87
Subtotal Item B1:		\$4,510.17	\$4,510.17
2. Payments to Consultant			
for Inspection Services			MAXIMUMS
Payroll Office	\$200.00	\$300.00	\$500.00
BF & O @	\$175.00	\$285.00	\$460.00
Payroll Field	\$14,500.00	\$461.00	\$14,961.00
BF & O @	\$13,775.00	\$437.95	\$14,212.95
Fixed Fee	\$2,000.00		\$2,000.00
Direct Costs	\$1,578.25	\$24.18	\$1,602.43
Less Retainage @ ___%	(\$300.00)		(\$300.00)
Subtotal Item B2:	\$31,928.25	\$1,508.13	\$33,436.38
TOTAL INCIDENTALS B1+B2	\$31,928.25	\$6,018.30	\$37,946.55
TOTAL BILLED FOR INVOICE (A+B)	\$1,521,781.20	\$492,356.19	\$2,014,137.39
MUNICIPALITY SHARE @ 20%	\$304,356.24	\$98,471.24	\$402,827.48
AMOUNT DUE MUNICIPALITY @80%	\$1,217,424.96	\$393,884.95	\$1,611,309.91

- Contractor’s Charges require the following documentation:
 - Receipt of Payment Letter from the Contractor, without this included in the billing to the MSAT Team no reimbursement can be made to the Municipality for the billings. Also acceptable is a copy of the cancelled check. See figure 25.4 For Sample letter for sign off of payment.

Figure 25.4 Sample Letter for Proof of Payment

SUBJECT: Receipt of Payment
 Project No. 200-200
 Rehabilitation of Ellmond Road Bridge
 Town of Griswold

To whom it may concern:

This letter confirms that the Town of Griswold has distributed and we have received a check in the amount of \$486,337.89 for work performed from April 1, 2001 through July 31, 2002 on the above stated project.

sincerely,
Stephen Syles
 Stephens Construction

- Contractor’s Estimate the form used to show all the contract items paid this estimate and totals to date. See Chapter 16 for Estimate Form.
- Municipality Charges require the following documentation:
 - Payroll Summary showing breakdown of the billing period for the Municipalities time, showing the weeks worked hourly rates, and fringe benefits. This sheet must be signed by the Municipality Administrator. See Figure 25.5 for Sample of breakdown.

Figure 25.5 Breakdown

Town of Griswold Summary of Hours Worked Project No. 200-200						
Pay Period Ending	September 1 - 28, 2001				Total Hours	
	1-7	8-14	15-21	22-28		
Tyler Stephens	40.00	40.00	40.00		120.00	
Denise Misale	2.00		2.00		4.00	
Kerry Soliday				8.00	8.00	
					132.00	

	Vacation Holiday Sick	Insurance	S.S.	Pension	Workmen's Comp.	Fringe Add. \$
Tyler Stephens	2.90	4.14	1.65	2.65	0.03	\$ 11.37
Denise Misale	1.68	4.14	0.96	1.54	0.02	\$ 8.34
Kerry Soliday	2.90	4.14	1.65	2.65	0.03	\$ 11.37

	Hrs	X	Fringe%	X	Rate	=	Sum
Tyler Stephens	120.00	X	1.529	X	\$ 21.51	=	\$ 3,946.65
Denise Misale	4.00	X	1.667	X	\$ 12.50	=	\$ 83.35
Kerry Soliday	8.00	X	1.529	X	\$ 22.67	=	\$ 277.30

Total Amt Due \$ 4,307.30

THE ABOVE EXPENSES ARE A TRUE REFLECTION OF TIME SHEETS AND WAGES PAID FOR THE SPECIFIED INDIVIDUALS

Edward Madejek
Town Manager

(ATTACH APPROPRIATE TIME SHEETS AS BACKUP TO SUPPORT PAYROLL COSTS)

- Time sheets for Municipality personnel must accompany the summary with the CLA-3. If time sheets are missing this could delay the reimbursement to the municipality, or the time may be deducted from the invoice until such time as the documentation is submitted. See Figure 25.6 for Sample of Time Sheet information.

Figure 25.6 Time Sheet

Municipality of Griswold									
Time Sheet for the Period Ending 9-7-01									
Employee	Tyler Stephens								
Signed	<i>Tyler Stephens</i>								
Approved	<i>Edward Madjek</i>								
	Total	Sun 9/1	Mon 9/2	Tue 9/3	Wed 9/4	Thu 9/5	Fri 9/6	Sat 9/7	
Administrative	Reg.	2					2		
	Ovt.								
Meeting	Reg.								
	Ovt.								
Personal	Reg.	2			2				
	Ovt.								
Business Dev	Reg.								
	Ovt.								
Project No. 200-200 Ellmond Road Bridge	Reg.	36	8	8	6	8	6		
	Ovt.								

- Municipality Direct Costs can include on-site mileage, toll phone charges, postage, film and developing, and material testing for nuclear density or making of concrete cylinders.
 - Summary of Direct Costs being billed, see figure 25.7 for Direct Cost Summary
 - Mileage submission of a mileage sheet with breakdown of applicable charges, see figure 25.8 for sample of mileage sheet.
 - For toll charges submission of the phone bill with calls highlighted.
 - For postage, film and developing submission of paid receipted bills.
 - For material testing need submission of the invoice from company and proof of payment of the invoice by the Municipality.

Figure 25.7 Direct Cost Summary

SUMMARY OF DIRECT COSTS TOWN FORCES		
FOR THE PERIOD	01/01/02 to 01/31/02	
	PROJECT NUMBER	200-200
<hr/>		
1. MILEAGE:	486x.31	\$ 150.66
2. MISCELLANEOUS		
Telephone		\$ 47.22
Inspection Photos		\$ 4.99
3. NUCLEAR DENSITY		
	TOTAL	<u>\$ 202.87</u>

Figure 25.8 Mileage Sheet Sample

MILEAGE RECORD MONTH OF SEPTEMBER 2001						
DATE	BUSINESS PURPOSE	ODOMETER READING		BUSINESS MILES	SITE MILES	
		BEGIN	END			
9/2	Home - Trailer-Signage-home	58590	58620	30	23	
9/3	home- lab-trailer-home	58671	58715	44	37	
9/4	home-Trailer-Home	58752	58759	7	0	
9/5	home-trailer-town hall-home	58766	58787	21	14	
9/6	home-trailer-signage-home	58796	58826	30	23	
9/9	home-trailer-signage-home	58843	58874	31	23	
9/10	home-trailer-signage-home	58881	58924	43	23	
9/11	home-trailer-lab-home	58936	58981	45	37	
9/12	home-trailer-signage-home	58988	59019	31	23	
9/13	home-trailer-signage-home	59026	59057	31	23	
9/16	home-trailer-signage-home	59064	59095	31	23	
9/17	home-trailer-signage-home	59102	59133	31	23	
9/18	home-trailer-signage-home	59140	59171	31	23	
9/19	home-trailer-signage-home	59178	59209	31	23	
9/20	home-trailer-signage-home	59216	59247	31	23	
9/23	home-trailer-signage-home	59254	59285	31	23	
9/24	home-trailer-signage-home	59292	59323	31	23	
9/25	home-trailer-signage-home	59330	59361	31	23	
9/26	home-trailer-signage-home	59368	59399	31	23	
9/27	home-trailer-signage-home	59406	59437	31	23	
					<u>456</u>	

- Consultant Charges require the following documentation:

- Consultant time sheets must be attached for the period being billed or this will delay payment. The Municipality is to ensure that all the time billed is accurate and total to the amount being billed. The titles are in the agreement, personnel and wage rates have been previously approved by both the Municipality and the State and do not exceed the maximums set in the agreement. The consultant time sheets should have the same basic information as the municipality time sheet shown in figure 25.6.
- Consultant Direct Costs can include on-site mileage, toll phone charges, postage, film and developing, and material testing for nuclear density or making of concrete cylinders.
 - Summary of Direct Costs being billed would be similar to the one need for the municipality see figure 25.7 for Direct Cost Summary.
 - Mileage submission of a mileage sheet with breakdown of applicable charges, see figure 25.8 for sample of mileage sheet.
 - For toll charges submission of the phone bill with calls highlighted.
 - For postage, film and developing submission of paid receipted bills.
 - For material testing need submission of the invoice from company and proof of payment of the invoice by the Consultant and Municipality.

25-5 Processing

Once Municipality has ensured all the billing is accurate they will submit one (1) original and one (1) copy of the CLA-3 with all pertinent back up to the MSAT Team. The MSAT Team will review the documentation and determine if any documentation is missing. The MSAT team will make a determination whether to hold the entire invoice or process a partial payment withholding the missing information.

If all pertinent documentation has been submitted and there is sufficient testing and construction order coverage, as well as all amounts are within the agreement amounts the invoice will be sent for processing.

Chapter 26 – Force Account

26-1 General

Force Account Projects are projects constructed by the Municipality; they were not put out for bid to a contractor. They require minimal oversight by the Department. The Municipality supplies the labor, material and equipment to construct the project.

The following procedures shall be followed:

- Municipality shall conduct a pre-construction meeting with the MSAT Team to go over pertinent construction procedures and applicable paperwork.
- Municipality will keep the MSAT teams informed of the progress of the project on a monthly basis.
- Daily logs must be kept as a basis of record of all the activities constructed to compare on the CLA-3 billings.
- CON-100M Start and Complete the Municipal forces.
- A semi-final inspection of the construction work shall be conducted by the Department and the Municipality.
- A final inspection will be conducted by both the Department and Municipality.

26-2 Equipment Rates

Equipment rates reimbursement should be based in the following order of availability:

- Audited Town Rates
- State Rates (to be obtained by the District MSAT Team)
- FEMA rates (to be obtained by the District MSAT Team)

26-3 Testing

No testing of material should be required. The Municipality should make every effort to comply with the most recent municipality and departmental standards for material being installed on these types of projects. The Municipality will be required to certify testing at the completion of the construction work. See figure 26.1 for Letter of Certification for Testing.

Figure 26.1 Letter of Certification for Testing

<p>TOWN OF GRISWOLD STATE STREET GRISWOLD, CT. 06351</p>
<p>District Engineer 171 Salem Turnpike Norwich CT. 06360</p>
<p>Dear Sir:</p>
<p>Subject: Project No. 295-95 Testing Write off Force Account Project</p>
<p>Please be advised that all construction materials used on this project were suitable for their intended purpose and accepted by the Town of Griswold.</p>
<p>Should you need any additional information, please contact me at the above telephone number.</p>
<p>Very truly yours,</p>
<p><i>Edward Madejek</i></p>
<p>Edward Madejek First Selectman</p>

26-4 CLA-3 Billings

Force Account project will be billed through the Department of Transportation on the CLA-3 form. See Chapter 25 for CLA-3 billing procedures. The Municipality shall keep track of personnel, material and equipment on daily work logs. These Daily work logs will be submitted for billing justification.

- Labor
 - Time sheets and wage rates must be supplied to cover the time period being billed. See Chapter 25 for sample of payroll.

- Material
 - Material invoices need to be submitted to justify costs. See Figure 26.2 for sample of Material Monthly Billing Summary.

Figure 26.2 Material Monthly Billing Summary

MONTHLY SUMMARY OF MATERIAL			
Description	Quantity	Unit Price	Amount

- Equipment
 - Equipment rates should have daily records and a monthly summary. The rate sheets should be attached and highlighted. See figure 26.3 for sample of daily summary and figure 26.4 for monthly summary.

Figure 26.3 Daily Equipment Summary

Project No.				
DAILY REPORT OF EQUIPMENT				
Size and Class	No. Pieces	Total Hours	Hourly Rate	Amount
Total				

Figure 26.4 Monthly Equipment Summary

MONTHLY SUMMARY OF EQUIPMENT				
Size and Class	No. Pieces	Total Hours	Hourly Rate	Amount

26-5 Project Acceptance

Once projects are complete and final inspections have been completed the following must be done to accept the project.

- CON-500M Acceptance of Work signed by both the Municipality and the District Engineer.
- Construction Report filled out and signed by Municipality
- Letter from Municipality to MSAT Team accepting material
- Municipality to submit all CLA-3's to the MSAT Team.
- CON-501M Certificate of Acceptance of Project, signed by Municipality, District Engineer and Construction Division Chief.
- External audit requested by the MSAT Team.

Chapter 27 – Non-Compliance Notices

27-1 General

The Non-Compliance notice is to document instances when the contractor's workmanship or materials do not conform to the plans and/or specification. Inspectors should exercise some discretion and not issue a Non-Compliance Notice for work in progress. However, a Non-Compliance Notice should be issued to the contractor if any of the following conditions exist:

- Unacceptable materials are being incorporated into the work.
- The construction methods or workmanship do not meet the contract requirements or approved plan for the work.
- Rework is required to correct a deficiency discovered on the project.
- The survey layout is incorrect or there is inadequate survey to verify the accuracy of the work.
- The contractor has left the work in a partially complete state, and it is possible the remaining work could be overlooked.
- The contractor intends to place new work upon previous work that has not been accepted.

The process of recognizing and resolving non-compliance issues consists of the following major steps;

- Recognizing the problem
- Proposing a corrective procedure
- Gaining approval for the corrective procedure
- Completing the corrective work

Whenever unacceptable work is encountered the above steps are always necessary. Depending upon the scope and/or severity of the non-compliance issue, corrective steps 2 and 3 above may be required. When approval is required for corrective procedures, separate correspondence is generated addressing the issue in question.

The goal of this procedure is to alleviate some of the difficulties of confronting these issues day to day. Also, items will not be forgotten and left until the punch-list. No contractor likes rework; however, if the issues and expectations are clearly defined, the work can be

reasonably discussed and included in their work plan. In so doing, confrontation at the field level will be reduced.

27-2 Procedure

The following procedure is to be used for non-compliance issues:

- Whenever unacceptable materials or workmanship is discovered, a part A Non-Compliance Notice should be issued to the contractor that clearly identifies the problem and requests a proposed corrective measure if one is required. Each Non-Compliance Notice is to be numbered. See Figure 27.1 for Non-Compliance Notice Part A.
- For each Non-Compliance Notice issued that required a corrective procedure to ensure there is agreement as to the scope of the repair work required, the final/approved corrective procedure will be issued by the Municipality. In some instances the correction is obvious and may be determined by project personnel. Other times approval by the Municipality, District, Lab, CE Design or other agencies is required.

- When the corrective work has been completed in accordance with the approved corrective procedure, a Compliance Notice is to be issued to clear the Non-Compliance Notice. The Compliance Notice shall have the same number as the Non-Compliance Notice. See figure 27.2 for Compliance Notice Part B.

Figure 27.2 Compliance Notice Part B

CT Department of Transportation		COMPLIANCE NOTICE
1990 Commerce Drive Bridgeport, CT 06605		No. 00200
Phone: 203-366-5417 Fax: 203-366-5484		
TITLE: Bridge No. 00099		DATE: 3/4/2005
PROJECT: 15-272 & 50-201/I-95 Reconst.		JOB: STPA-95-1 (153) 27
TO: Attn: Robert Woodman M. DeMatteo & Brunalli Const. (J.V.) 11 Dewey Street Bridgeport, CT 06605 Phone: 203-335-8672 Fax: 203-366-5408		STARTED: COMPLETED: REQUIRED: 3/11/2005
CORRECTIVE ACTION COMPLIANCE:		
SIGNATURE:		
CORRECTIVE ACTION COMPLIANCE:		
Signed: _____		
Date: _____		

- Discussion of “open” Non-Compliance issues should be included as standing items at Progress Meetings.
- Each project shall maintain a file and a log of Non-Compliance Notices and Compliance Notices. Any non-compliance issue that has not been resolved at the time of the semi-final inspection shall be included with the punch list that is developed for the project. The Log for Non-Compliance Notices and Compliances Notices shall be kept in the Volume IV.

Chapter 28 – Design Services During Construction

28-1 General

If there is a need for consultant engineering services during construction and there is an approved Preliminary Engineering agreement, which includes design services during construction. The following procedure is to be followed:

- The Municipality is to request in writing to the MSAT Team what services are required and the value of those services.
- The MSAT Team will review the request and respond with either the Departments concurrence or nonoccurrence to the work.
- The CLA-3 billing for these services shall be submitted to the District for review, initialed by the MSAT Team Leader and forwarded to the Department's Designer.

Chapter 29 – Project Data to be Submitted for Final Review

29-1 General

Once the physical work is completed and the Municipality has gone through all the project records to balance the items on construction orders and all estimates (except retainage) are processed and all the Volumes and have had all computations checked, then the Municipality must submit all the Volumes to the MSAT Team for District and Headquarters Audits.

29-2 List of Documentation

The following is a listing of project data to be submitted to the MSAT Team for final project records review:

- All Volume I Books
- All Volume II Books
- All Volume III Books
- All Volume IV Books
- All delivery tickets (should be in a binder and labeled)
- Inspector's copy of the contract
- Cost-plus sheets should be in the Volume III with all pertinent backup
- All construction orders with their back-up
- A copy of the last estimate showing all items and their final quantities and payments to date
- A half size copy of the plans.

Chapter 30 – Project Close Out Processing

30-1 General

Project records and pertinent paperwork should be submitted within 90 days after the completion date of construction. This is essential in starting the close out process. There are various forms and documents required by the Contractor, Municipality and State to be in place prior to acceptance of the physical work and the project.

30-2 Contractor Responsibilities

The following is a listing of the contractor's responsibilities:

- Time Extension requested
- Corrective Work Completed
- All Contractor Payrolls Submitted to Municipality
- Payrolls for Subcontractors submitted to Municipality
- FHWA-47 submitted to Municipality (only required on NHS system roadways with a project value over one million dollars)
- Any outstanding testing requirements
- DBE/SBE verifications of payments submitted to Municipality
- DBE/SBE waiver requested
- Other- as required/requested

30-3 Municipality's Responsibilities

The following is a listing of the Municipalities responsibilities:

- CON-100M for prime contractor start and completion of contract work submitted to MSAT Team
- All contract items are completed balanced out and project records complete
- All intermediate construction orders submitted to the MSAT Team
- Time extension analysis complete. See Chapter 15 for additional information.
- Liquidated damages applied (If applicable)
- All testing submitted, a list of apparent final quantities submitted to MSAT Team for Lab verification of testing. Address any testing deficiencies from AFQ. See Chapter 18 for additional information.
- Semifinal inspection performed by Municipality and MSAT Team
- Final inspection performed Municipality and District
- CON-500M Relief of responsibility. See Chapter 31 for additional information
- Submit project records to MSAT Team for District Audit
- Correct any exceptions to District Audit
- Once District Audit addressed records will be submitted to Department headquarters for their audit
- Submit completed final package to MSAT Team
 - Construction Report. General contract information must be signed by Municipal Official. See figure 30.1
 - Index of Construction Orders. See Figure 30.2
 - DBE/SBE Form 88-1 with payment verifications or DBE shortfall analysis submitted to MSAT Team. See Chapter 4 for addition Information.
 - 10% Cost Overrun. If total project value increases by more than 10% this form must be submitted to the MSAT Team. See Figure 30.3 page 1 & 2.

- All billing paid and CLA3's submitted to MSAT Team with the exception of the retainage. **Do not release retainage to contractor until authorized by MSAT Team. Do not release retainage to consultant until after external audits.**
- Final Construction order processed once authorized by MSAT Team.

See Figure 30.1 Construction Report

<u>CONSTRUCTION REPORT</u>			
Project No:	200-200		
FAP No:	BRZ-6200		
Description of Project:	Rehabilitation of Ellmond Road Bridge over Quanic River		
Contractor: (name/address)	Stephen Construction River Canal, Griswold, CT.		
Road(s):	Ellmond Road		
Bridge(s):	Ellmond Road Bridge #620001		
Contractor Ordered to Start On:	April 1, 2001		
Contractor Actually Started:	April 1, 2001		
Contractor Completed On:	June 15, 2002		
Date of Last I.R.:	July 31, 2002		
Number of Last I.R.:	487A		
Original Calendar Days:	305 days		
Revised Contract Increase:	N/A		
Time Extension Granted:	15 days		
Total Days Elapsed (excluding winter shutdowns - if applicable):	320 days		
#of Days Suspended:	N/A	Date Suspended:	N/A
Date Road Closed to Traffic:	April 1, 2001	Date Road opened to Traffic:	June 15, 2002
Total Calendar Days Allowed:	320 Days		
Total Calendar Days Used:	320 Days		
Liquidated Damages Assessed:	N/A (days x dollars =)		
DBE Penalties:	N/A (money value)		
Reason for Penalty/Liquidated Damages:	N/A		
Changes Made:			
Design Changes:	Redesigned Footing		
Drainage Changes:			
Difficulties Encountered:			
Work Done by Others:			
Tyler Construction:	Drainage/paving	Ed & Son:	Guide Rail
Nakita Construction:	Concrete	Midnight Construction:	Warning Lights
Amber Manufacturing:	Deck Units	Valerie Inc.:	trucking
Credits Due State:	N/A		
ConnDOT Project Engineer:	Barbara J. Madejek		
Resident and/or Chief Inspector:	Tyler Stephens		
Employed by:	Municipality		
Consultant Firm:	N/A		
	<u>Edward Madejek, First Selectman</u>		<u>8/1/2002</u>
	(Signature and title of Town Engineer, Director of Public Works, Town Official)		Date
(Attach additional sheets if necessary)			

See Figure 30.2 Index of Construction Orders

INDEX OF CONSTRUCTION ORDERS					
TOWN: GRISWOLD					
Project No: 200-200					
FAP No: BRZ-6200					
C.O. O6	PARAGRAPH	PART	NON-PART	CLASSIFICATION	DESCRIPTION
O6A	01	PART		T	Incorporate Time Extension into Contract
	02	PART		Q	Normal Increases and/or decreases to original contract items
	03	PART		Q	Normal increases and/or decreases to environmental items
	04	NON-PART		O	Incorporate one new item into the contract
O6B	01	PART		O	Normal increases and/or decreases to original contract items. Incorporate 2 new items into the contract.
O6C					Final Construction order

See Figure 30.3 10% Cost Overrun Page 1

ConnDOT Office of Construction Project Cost Overrun Report			
Report Type:	Annual	Final	
Project Number:	200-200	District:	2
Project Type:	Rehabilitation of Ellmond Road Bridge (ie. Traffic Signal, Bridge Rehab, Resurfacing, etc.)		
Orig. Bid \$1,505,742.67	Final Cost \$1,937,989.48	Difference \$432,246.81	% Increase/Decrease 28.71%
<u>CATEGORY*</u>	<u>DESCRIPTION</u>	<u>COST</u>	
Scope Change:	See Attached	\$32,125.35	
Unforeseen Conditions:	See Attached	\$10,176.50	
Design Revisions:	See Attached	\$372,019.55	
Permit Compliance:	See Attached	\$0.00	
Maint. & Prot. of Traffic:	See Attached	\$27,138.64	
Quantity Overruns: (attach list of effected with their orig. and final quantities)	See Attached	\$0.00	
Submittal Requirements: Annual - Required prior to February 1st for any active project where estimated final construction costs exceeds original bid by more than ten (10)percent for the previous calender year. Final - Required when final construction costs exceeds original bid by more than ten (10) percent. Submittal required within 30 days of initiating final construction order.			
* See Construction Advisory 24-97 for definitions of categories.			Rev 03/26/99

See Figure 30.3 10% Cost Overrun Page 2

PROJECT 10% OVERRUN ANALYSIS						
Scope Changes						
ITEM NUMBER	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	FINAL QUANTITY	\$\$\$ Difference	% OVERRUN
O6C0001	Redesign Footing	\$ 1.00	0.00	32,125.35	\$32,125.35	
					\$0.00	
					\$0.00	
					\$32,125.35	
Unforeseen Conditions:						
ITEM NUMBER	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	FINAL QUANTITY	\$\$\$ Difference	% OVERRUN
					\$0.00	
O6A0001	Archeological Find	\$10,176.50	0.00	1.00	\$10,176.50	
					\$0.00	
					\$0.00	
					\$10,176.50	
Design Revisions Changes errors in bid quantities						
ITEM NUMBER	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	FINAL QUANTITY	\$\$\$ Difference	% OVERRUN
0203002	Structure Excavation Earth Complete	\$ 140.00	190.00	251.25	\$8,575.00	32.24%
0203101	Structure Excavation Rock Complete	\$ 440.00	50.00	78.35	\$12,474.00	56.70%
0205001	Trench Exc 0-4' deep	\$ 54.00	198.00	225.68	\$1,494.72	13.98%
0205003	Trench Exc 0-10' deep	\$ 54.00	122.00	142.02	\$1,081.08	16.41%
0209001	Sedimentation Control System	\$ 36.00	250.00	750.00	\$18,000.00	200.00%
0406030	Bituminous Concrete Class 4	\$ 62.00	475.00	1,500.00	\$63,550.00	215.79%
0507201	Type "C-L" Catch Basin	\$ 2,550.00	2.00	9.00	\$17,850.00	350.00%
0601003	Class "A" Concrete	\$ 425.00	240.00	822.51	\$247,566.75	242.71%
0651001	Bedding Material	\$ 100.00	10.00	24.28	\$1,428.00	142.80%
					\$0.00	
					\$0.00	
					\$0.00	
					\$372,019.55	
Permit Compliance Changes						
ITEM NUMBER	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	FINAL QUANTITY	\$\$\$ Difference	% OVERRUN
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
Maint & Protection of Traffic changes						
ITEM NUMBER	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	FINAL QUANTITY	\$\$\$ Difference	% OVERRUN
					\$0.00	
O6A0002	Install Traffic Light	\$27,138.64	0.00	1.00	\$27,138.64	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$27,138.64	
Quantity Overruns						
ITEM NUMBER	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	FINAL QUANTITY	\$\$\$ Difference	% OVERRUN
		\$ -	0.00	0.00	\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	

30-4 State's Responsibilities

- MSAT Team to perform semifinal inspection with Municipality
- District to perform final inspection, notify Municipality of findings
- CON-500M Relief of responsibility. See Chapter 31 for additional information
- MSAT Team to audit project records
- MSAT Team to send project records to Headquarters Finals section for audit
- Review time extension and notify Municipality of findings
- Review all final paperwork
- Obtain Material Certification
- Process all CLA-3 billings
- Reviewed and processed all construction orders
- Authorized processing of Final Construction Order.
- Authorization of release of retainage to contractor
- Process of CON-501M Certificate of Acceptance. See Chapter 32 for additional information
- Letter to External Audit requesting projects final audit.
- Process any payments or reimbursements resulting from the External Audit.

Chapter 31 – Semi Final and Final Inspection

31-1 General

Once the physical work is complete and the semifinal inspection punch list has been completed, and both the State and the Municipality has completed their final inspections, the physical work is ready to be accepted. The work will be accepted with the exceptions of any warranty items.

31-2 CON 500M

The Municipality will fill out the CON-500M form and submit it to the MSAT Team for review and processing. If the information is correct the District Engineer will then sign the form and it will be returned to the Municipality for them to send to the contractor with a copy to the District. See Figure 31.1 for CON500M

See Figure 31.1 CON-500M

CERTIFICATE OF ACCEPTANCE OF WORK		STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION <i>Bureau of Engineering and Highway Operations</i>		FEDERAL AID PROJECT BRZ-6200	STATE PROJECT NO(S). 200-200
CON-500M					
DESCRIPTION OF CONTRACT Rehabilitation of Ellmond Road Bridge over Quanic River				TOWN(S) Griswold	
NAME OF HIGHWAY / ROUTE NO. Ellmond Road	BEGINNING AT <i>(Specific Location - No Station Nos.)</i> Ellmond Road @ East Ellmond Road	ENDING AT <i>(Specific Location - No Station Nos.)</i> Ellmond Road @ Valerie Road			
TO CONTRACTOR <i>(Street Address Only - No PO Boxes)</i> Stephens Construction Rive Canal Griswold, Connecticut 06351				FINAL INSPECTION DATE 07/10/2005	
TYPE OF IMPROVEMENT Rehabilitation of Ellmond Road Bridge over Quanic River and Improve Grades and Drainage on Ellmond Road					
DISTRICT ENGINEER Review <i>(Signature In BLUE Ink)</i> <i>Carl E. Nelson</i>				NAME Carl E. Nelson, P.E.	DATE 07/10/2005
THE ABOVE DESCRIBED WORK IS HEREBY ACCEPTED AS OF 07/01/2005					
The transfer of improvement —					
MUNICIPAL OFFICIAL <i>(Signature In BLUE Ink)</i> <i>Edward Madejek</i>				NAME / TITLE Edward Madejek / First Selectman	DATE 07/15/2005
----- CUT LINE -----					
Instructions:					
Addresses: Include street addresses - not PO Boxes.					
Location: BEGINNING AT / ENDING AT					
EX: 1		EX: 2			
BEGINNING AT East Main Street @ School Street	ENDING AT East Main Street @ Harris Hill	BEGINNING AT I-91 @ EX 3 BR. 1234 MP .04	ENDING AT I-91 @ EX 6 MP 20.4		
Municipality to fill out form and submit to District for Review District Engineer to sign Review by District Returns to Municipality for their signature Municipality to send completed original form to contractor with copy to District					
Revised 03/06/06					

31-3 Relief of Responsibility Letter

The CON-500M form will be transmitted to the contractor with a relief of responsibility letter. See figure 31.2 for an example letter.

See Figure 31.2 Relief of Responsibility Letter

Stephens Construction
River Canal
Griswold, Connecticut 06351

Gentlemen:

Subject: Project No. 200-200
FAP No. BRZ-6200

The construction of the subject project has been satisfactorily completed. In accordance with Standard Specifications, Form 816, Section 1.08.13, you are hereby relieved of the responsibility for the physical aspects of the work placed on you by Article 1.07.12. Enclosed for your file is the "Certificate of Acceptance of Work" for the project. The effective date of the document is July 1, 2005.

This termination of responsibility for the physical aspects of the work in no way affects any other requirements governing the acceptance of the contract as a whole. The contract will be accepted, when all administrative reports and forms required in Article 1.08.14 have been satisfactorily submitted to the Department. A "Certificate of Acceptance of Project" will be issued at that time.

Very truly yours,

Edward Madejek
First Selectman

Chapter 32 – Acceptance of Project

32-1 General

Once all required documentation is submitted from the Contractor, Municipality and the State, then the project is ready to be accepted.

32-2 CON 501M

The Municipality will fill out the CON-501M form and submit it to the MSAT Team for review and processing. If the information is correct the District Engineer will then sign the form and it will be returned to the Municipality for their signature and then given Back to the MSAT Team for submission to the Office of Construction for signature. Once signed in the OOC it will then be sent to the Municipality for their records. See Figure 32.1 for an example CON501M

See Figure 32.1 CON-501M

CERTIFICATE OF ACCEPTANCE OF PROJECT		STATE OF CONNECTICUT	FEDERAL AID PROJECT NO(S)	STATE PROJECT NO(S).
CON-501M		DEPARTMENT OF TRANSPORTATION <i>Bureau of Engineering and Highway Operations</i>	BRZ-6200	200-200
DESCRIPTION OF CONTRACT Rehabilitation of Ellmond Road Bridge over Quanic River			TOWN(S) Griswold	
NAME OF HIGHWAY / ROUTE NO. Ellmond Road	BEGINNING AT (<i>Specific Location - No Station Nos.</i>) Ellmond Road @ East Ellmond Road	ENDING AT (<i>Specific Location - No Station Nos.</i>) Ellmond Road @ Valerie Road		
TO CONTRACTOR (<i>Street Address Only - No PO Boxes</i>) Stephens Construction Rive Canal Griswold, Connecticut 06351			DATE OF AWARD 03/01/2004	
TYPE OF IMPROVEMENT Rehabilitation of Ellmond Road Bridge over Quanic River and Improve Grades and Drainage on Ellmond Road			DATE WORK ACCEPTED (From CON - 500M) 07/01/2005	
All work and administrative requirements under the above described contract has been completed in accordance with the plans, specifications, and special provisions of the contract, and is recommended for acceptance in				
DISTRICT ENGINEER Review (<i>Signature in BLUE Ink</i>) <i>Carl E. Nelson</i>		NAME Carl E. Nelson, P.E.	DATE 03/08/2006	
MUNICIPAL OFFICIAL (<i>Signature in BLUE Ink</i>) <i>Edward Madejek</i>		NAME / TITLE Edward Madejek / First Selectman	DATE 03/15/2006	
THE ABOVE DESCRIBED PROJECT IS HEREBY ACCEPTED AS OF			03/07/2006	
The payment of a certified final estimate of the full amount owing, including the reserved amount.				
BY CONSTRUCTION DIVISION CHIEF (<i>Signature in BLUE Ink</i>) <i>Mark D. Rolfe</i>		NAME Mark D. Rolfe, PE	DATE 04/06/2006	
----- CUTLINE -----				
Instructions:				
Addresses: Include street addresses - not PO Boxes. Municipal project, provide the mailing (street) address below for the municipal official who signed the CON-501M, and include this with the CON-501M submitted to Office of Construction :				
12 Main Street Griswold, Connecticut 06351				
Location: BEGINNING AT / ENDING AT Include a physical description in addition to available Milepoints - Do NOT use stations.				
EX: 1 BEGINNING AT East Main Street @ School Street		EX: 2 ENDING AT East Main Street @ Harris Hill		EX: 3 BEGINNING AT I-91 @ EX 3 BR. 1234 MP.04
				EX: 4 ENDING AT I-91 @ EX 6 MP 20.4
Municipality to fill out form, attach completed CON-500M and submit to District for Review District Engineer to sign Review by District Returns to Municipality for their signature Municipality returns completed form to District for submission to OCC				
Revised 03/06/06				

32-3 Audits

Once the CON-501M has been signed the MSAT Team will request the external audit be done. When the MSAT Team is notified by External Audits that the audit is complete, the Municipality will be notified by letter of the audit results and any actions which need to be completed.