

**NORTH MAIN STREET SIPHON REPAIR  
AT FULLING MILL BROOK**

**NAUGATUCK, CONNECTICUT**

**CONTRACT NO. 15-03**

**MARCH 2015**



**BOROUGH OF NAUGATUCK  
DEPARTMENT OF PUBLIC WORKS**

**CONTRACT DOCUMENTS**

**PREPARED BY:**



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## **INVITATION TO BID**

### **Borough of Naugatuck**

Sealed proposals will be received by the Purchasing Office, Borough of Naugatuck, Town Hall, 229 Church Street, Naugatuck, CT 06770 until **Wednesday, April 8, 2015 at 11:00 A.M.** for supplying the Borough of Naugatuck with the following products and services:

#### **Contract No. 15-03 North Main Street Siphon Repair at Fulling Mill Brook**

Immediately following the above time and date sealed proposals will be publicly opened and read at the Town Hall.

The Proposal document may be examined and obtained at no cost from the Borough of Naugatuck web site <http://www.naugatuck-ct.gov>. All firms obtaining proposal documents must submit contact information by e-mail to [whozer@naugatuck-ct.gov](mailto:whozer@naugatuck-ct.gov). Contact information must be submitted three days in advance of the bid opening to be considered.

Proposal documents may also be obtained at the Office of the Purchasing Agent upon submission of a non-refundable fee in the form of a check or money order payable to the Borough of Naugatuck in the amount of **\$50.00** per set.

Addenda if required shall be posted on the <http://www.naugatuck-ct.gov> web site. It is the bidder's responsibility to check the Town web site in advance of the bid opening to determine if any addenda have been issued.

A pre-bid meeting is scheduled for March 23, 2015 at 10:00 A.M. at Town Hall, 229 Church Street, Naugatuck, CT.

The Borough of Naugatuck reserves the right to waive any informalities or to reject any or all proposals.

The Borough of Naugatuck is an affirmative action/equal opportunity employer. MBE's, WBE's and SBE's are encouraged to apply.

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**INFORMATION FOR BIDDERS**

Borough of Naugatuck

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**SECTION A:**  
**INFORMATION FOR BIDDERS**

Borough of Naugatuck

**1. ENGAGEMENT OF THE CONTRACTOR**

Sealed Proposals be submitted to:

Purchasing Office  
Borough of Naugatuck Town Hall  
229 Church Street, Naugatuck, CT 06770

Please direct any and all questions to:

James R. Stewart  
Naugatuck Public Works Department  
246 Rubber Avenue, Naugatuck, CT 06770  
Tel: (203) 720-7071

**2. STANDARD DOT SPECIFICATIONS**

The material and construction methods for the work specified in this contract shall conform with the applicable provisions of the State of Connecticut, Department of Transportation specifications entitled “*STANDARD SPECIFICATIONS FOR ROADS, BRIDGES AND INCIDENTAL CONSTRUCTION*”, Form 816, 2004, as revised by the Supplemental Specifications dated July 2014 (otherwise referred to collectively as “ConnDOT Form 816” or the “Standard Specifications”) unless modified by the Special Provisions contained herein. “ConnDOT Form 816” is hereby made part of this contract.

Form 816 may be purchased from: Connecticut Department of Transportation, Manager of Contracts, 2800 Berlin Turnpike, Newington, Connecticut 06111.

All references to Commissioner, Department, Engineer, and State anywhere within the Form 816 shall be interpreted to mean the Borough of Naugatuck or a duly authorized agent of the Borough. Any questions or ambiguity regarding any definitions shall be brought to the immediate attention of the Borough.

**3. PREPARATION OF BID**

Each bid must be submitted in duplicate on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in duplicate (1 original and 1 copy) in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is

submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include all of the following;

- A. Bid Form
- B. Bid security (*bid bond*)
- C. Surety Guaranty Form
- D. References

#### **4. SUBCONTRACTS**

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner.

#### **5. QUALIFICATIONS OF BIDDER**

The Municipality may make whatever investigations it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Municipality all information and data for this purpose as the Municipality may request. **THE MUNICIPALITY RESERVES THE RIGHT TO REJECT ANY BID IF THE EVIDENCE SUBMITTED BY, OR INVESTIGATION OF, THE BIDDER FAILS TO SATISFY THE MUNICIPALITY THAT THE BIDDER IS PROPERLY QUALIFIED TO CARRY OUT THE OBLIGATIONS OF THE CONTRACT AND TO COMPLETE THE WORK CONTEMPLATED THEREIN.** Conditional bids will not be accepted.

#### **6. BID SECURITY**

Each bid must be accompanied by a bid bond prepared on the form specified by the Surety duly executed by the bidder as principal and having a surety thereon approved by the Municipality, in the amount of 5% of the bid. Checks or bid bonds shall be returned to all but the three lowest bidders within seven days after the opening of the bids, and the remaining checks or bid bonds will be returned promptly after the Municipality and the accepted bidder have executed the contract, or if no award has been made, within 90 days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

#### **7. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful bidder, upon his failure or refusal to execute and deliver the contract, bonds and certificates of insurance required within 10 days after he has received notice of the acceptance of

his bid, shall forfeit to the Municipality, as liquidated damages for such failure or refusal, the security deposited with his bid.

## **8. TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The bidder agrees to commence work on or before a date to be specified in a written "Notice To Proceed" of the Municipality and to fully complete the project within **90** consecutive calendar days thereafter. The bidder agrees also to pay as liquidated damages, the sum of **\$150.00** for each consecutive calendar day thereafter until the project is complete.

## **9. CONDITIONS OF WORK**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor in carrying out his work must employ such methods or means as will cause the least interruption of or interference with the work of any other contractor.

## **10. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation must be in writing and addressed to Mr. James Stewart, P.E., Director of Public Works of the Borough of Naugatuck, 246 Rubber Ave, Naugatuck, CT 06770, and, to be given consideration, must be received at **least five days** prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be posted on the Town web site not later than three days prior to the date fixed for the opening of the bids. It shall be responsibility of the bidder to check the Town web site for addenda prior to the bid opening. Failure of any bidder to obtain any such addenda or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

## **11. SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a 100% surety bond or bonds as security of faithful performance of his contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Municipality, and listed in the Department of Treasury's Listing of Approved Sureties (Circular 570).

## **12. POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **13. LAWS AND REGULATIONS**

The bidders' attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they are considered included in the contract the same as though they were written out in full.

### **14. OBLIGATION OF BIDDER**

At the time of the opening of the bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and the contract documents (*including all addenda*). The failure or omission of a bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation with respect to his bid.

### **15. EXECUTION OF CONTRACT**

The party to whom the Contract is awarded, or his authorized representative, will be required to attend at the office of the Mayor, Borough of Naugatuck, with the sureties offered by him, or them, and a current certificate of Corporate good standing issued by the Office of the Secretary of State in which the corporation is incorporated, and execute the Contract within five (5) days from the date of the award. If the party entering into this contract is a corporation, a Corporate Resolution duly executed by the president and Secretary of the Corporation authorizing the Corporation to enter into this Contract shall be provided. In case of his failure or neglect to do so, the Owner may, at its opinion, determine that the Bidder has abandoned the Contract and thereupon the Proposal and acceptance shall be null and void, and bid security accompanying the Proposal shall be forfeited as liquidated damages to the Owner. If the party entering into this contract is a partnership, a partnership resolution duly executed by a majority of the general partners authorizing the partnership to enter into this contract shall be provided.

### **16. BONDS**

The successful Bidder, at the time of the execution of the Contract, shall furnish a Performance Bond in an amount at least equal to one hundred percent (100%) of the Contract prices as security for the faithful performance of this Contract and also a Payment bond in an amount not less than one hundred percent (100%) for the Contract prices as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. All Bonds shall be in the forms prescribed by Law or Regulation and be acceptable to the Owner. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Connecticut. Bidder shall provide evidence that Surety Company is licensed to conduct business in the State of Connecticut. All sureties shall be in full force throughout the guarantee period and until the retainage is released.



## **17. RESPONSIBILITY OF THE CONTRACTOR**

Attention is hereby particularly directed to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen in the work, or any part thereof, during its progress and also whereby the Contractor shall make good any defects for faults that may occur within one (1) year after date of final estimate. He shall indemnify and save harmless the Owner and Engineer from any damages or costs to which they may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

## **18. INSURANCE**

Before execution of the Contract, the Bidder will be required to file with the Borough of Naugatuck a certificate of insurance. The certificate, executed by an insurance company satisfactory to the Borough of Naugatuck shall name the Borough of Naugatuck and the State as additional insured parties on the form furnished with these specifications. The "Certificate of Insurance" shall state that at a minimum, with respect to the contract, the bidder carries insurance in accordance with the requirements and stipulations listed below.

Unless requested otherwise by the Borough of Naugatuck, the Bidder and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the Borough of Naugatuck and the State. The Bidder shall assume and pay all cost and billing for premiums and audit charges earned and payable under the required insurance.

A. Workmen's Compensation Insurance: With respect to all operations the Bidder performs and all those performed for it by subcontractors, the Bidder shall carry workmen's compensation insurance in accordance with the requirements and the laws of the State.

B. Contractor's Public Liability and Property Damage Insurance: With respect to the Project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry regular Contractor's Public Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

C. Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the project, shall be covered by Automobile Liability Insurance. The insurance shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to, or death of, persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000.

D. With respect to the project operations the Bidder performs and also those performed for it by subcontractors, the Bidder shall carry for and on behalf of the Borough of Naugatuck, and State, insurance which shall provide coverage for each accident or occurrence in the amount of

\$1,000,000 for all damages resulting from (1) bodily injury to or death of person and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of \$2,000,000 for all damages during the policy period.

E. None

F. **Blasting:** When explosives are to be used in the prosecution of the work, the insurance required under paragraphs b, d and e above shall also contain provisions for protection, in the amounts state, against damage claims due to such use of explosives.

G. **Termination or change of Insurance:** Each insurance policy shall be endorsed to provide that the insurance company shall notify the Borough of Naugatuck by certified mail at least thirty (30) days in advance of termination, or any change in the policy. No such change shall be made without prior written approval of the appropriate Official.

H. **Claims:** Each insurance policy shall state that the insurance company shall agree to investigate and defend the Borough of Naugatuck and State against all damages, even if groundless.

I. **Compensation:** There shall be no direct compensation allowed the Bidder on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

## **19. CARE AND PROTECTION OF PROPERTY**

The Contractor shall take particular care to avoid damages to all private property and to private improvements within the Boroughs' right of way. He shall make good any damages to the satisfaction of the Inspector. There shall be no additional compensation for the repair or restoration of private property, or private improvements within the Boroughs' right of way.

## **20. SALES TAX**

Certain materials and supplies incorporated in the work of this project are exempt from Connecticut Sales Tax. The Bidder shall familiarize himself with current regulations of the State Tax Department. The tax on materials or supplies exempted by such regulations shall not be included as part of the bid. The Owner will furnish the successful Bidder a sales tax exemption number.

## **21. COMPLIANCE WITH FEDERAL AND STATE REGULATIONS**

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards, as applicable to any project fully or partially funded by State and/or Federal funding agency.

## **22. PERMITS**

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Owner.

### **23. CONTRACTOR'S RIGHT TO TERMINATE WORK**

If the work should be stopped under an order of any court or other public authority, for a consecutive period of not less than thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may terminate this Contract and recover from the Owner payment for all work executed.

### **24. TERMS AND CONDITIONS**

This document, its terms and conditions and any claims arising there from, shall be governed by Connecticut law. The Contractor shall comply with all applicable law, ordinances, and codes of the State of Connecticut and the Borough of Naugatuck and shall commit no trespass on any private property in performing services under this document.

The parties agree that they waive a trial by jury as to any and all claims, cause of action or disputes arising out of this document or services to be provided pursuant to this document. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this document in a timely manner, unless otherwise directed by the Borough of Naugatuck.

### **25. SUBCONTRACTING AND ASSIGNABILITY**

None of the services covered by this document shall be subcontracted without the prior written approval of the Borough of Naugatuck for the acts and omissions of its Contractors, and of persons either directly or indirectly employed by Contractor, as it is for the acts and omissions of persons directly employed by Contractor. The Borough of Naugatuck may, before making payment on the document require either an affidavit from the Contractor that all Subcontractors and materials have been paid or may require waiver of mechanics' liens from any and all Subcontractors and material men.

The Contractor shall not assign any interest in this document, and shall not transfer any interest in the same (whether by assignment or notation) without the prior written approval of the Borough of Naugatuck; provided, however, that claims for money due or to become due the Contractor from the Borough of Naugatuck under this document may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Borough of Naugatuck.

### **26. TERMINATION OF CONTRACT**

If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, his obligations under this document, or if the Contractor shall violate any of the covenants,

agreements, or stipulations of this document by giving written notice to the Contractor of termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In the event of such termination all records prepared by the Contractor under this document shall, at the option of the Borough of Naugatuck, become its property.

## **27. IRREGULAR PROPOSALS**

The Borough of Naugatuck reserves the right to reject any proposals if they show any omission, alteration of form, additions not called for, conditional bids, or irregularities of any kind.

## **28. WITHDRAWAL OF PROPOSALS**

If a Bidder wishes to withdraw his Proposal, he may do so before the time fixed for the opening of bids by communicating his purpose to the office of the Purchasing Agent. Upon such notice, the Proposal will be handed to him unopened.

## **29. COMPLIANCE WITH FEDERAL AND STATE REGULATIONS**

The Contractor shall be responsible for full compliance with any Federal and/or State laws, regulations and standards.

## **30. PERMITS**

All licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes and regulations in connection with the prosecution of the work shall be obtained by the Contractor, at no additional cost to the Borough.

## **31. RIGHT TO REJECT**

The Borough reserves the right to reject any or all proposals or to accept any proposal, should it deem it to be in the best interest of the Borough.

## **32. WAGE RATES**

The wages paid on an hourly basis to any mechanic, laborer, or workman employed upon the work herein contracted to be done, and amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in Section 31-53 of the General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the Town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution, on behalf of such employee welfare fund, shall pay to each employee, as part of his wages, the amount of payment or contribution for his classification on each pay day.

The Contractor shall comply with all Connecticut General Statutes pertaining to the payment of prevailing wages. The Contractor shall provide to the Borough weekly certified payrolls of his employees and any subcontractors employed on the work.

# **SECTION B-1:**

## **BID FORM**

### **Borough of Naugatuck**

#### **Contract No. 15-03 North Main Street Siphon Repair at Fulling Mill Brook**

The undersigned, as Bidder, declares that no person or persons, other than those named herein, are interested in this Proposal; that this Proposal is made without collusion with any person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed Form of Contract, and the Contract Drawings therein referred to; that no person or persons acting in any official capacity for the Borough is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this Proposal is accepted, to execute the Form of Contract with the Borough; to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Borough of Naugatuck Inspector as therein set forth, and that he will take in full payment therefore, the following unit prices and lump sums, to wit:

The Bidder agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) days after the scheduled closing time for receiving bids.

Successful bidders shall defend, indemnify and hold and save harmless the Borough of Naugatuck against and from any and all liabilities, claims, damages, losses, fees, costs, expenses, etc. which arise directly or indirectly from successful bidders operations and/or related activities.

The Borough of Naugatuck reserves the right to reject any and all proposals in whole or in part, including low cost proposal, to make partial awards, to waive any irregularities in any quotation, to increase or decrease quantities if quantities are listed in the proposals, and may reject any proposal that shows any omissions not called for, conditions, or alternate proposals, and may make any such award as is considered to be in the best interest of the Borough of Naugatuck.

The Bidder understands that information relative to subsurface and other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) has been furnished only for his information and convenience without any warranty or guarantee, expressed or implied, that the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered will be the same as those shown on the Drawings or in any of the other Contract Documents and he agrees that he shall not use or be entitled to use any such information made available to him through the Contract Documents or otherwise or obtained by him in his own examination of the site, as a basis of or ground for any claim against the Owner or the Engineer arising from or by reason of any variance which may exist between the aforesaid information made available to or acquired by him and the subsurface and/or other conditions, natural phenomena, existing pipes and other structures (surface and/or subsurface) actually encountered during the construction work, and he has made due allowance therefore in this BID.

The Bidder understands that the quantities of work tabulated in this BID or indicated on the Drawings or in the Specifications or other Contract Documents are only approximate and are subject to increase or decrease as deemed necessary by the Engineer.

Pursuant to and in compliance with your "Invitation to Bid" relating thereto, the undersigned,

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

**Street Address:** \_\_\_\_\_

**Town/City:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

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

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

having visited the sites and carefully examined the Project Site(s), Contract Documents, Project Manual and Specifications, together with all Addenda issued and received prior to the scheduled closing time for receipt of Bids as prepared by the Owner; hereby offers and agrees as follows: To provide all labor, materials, equipment and whatsoever else necessary according to the requirements and contract documents to install and properly finish all work in connection with the,

**Contract No. 15-03 North Main Street Siphon Repair at Fulling Mill Brook**

to the satisfaction of the Borough of Naugatuck for the Amount of Bid (Basis of Award):

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Extended Total</b>
0201001	Clearing and Grubbing	1	
	Dollars (\$ _____ ) per LS		
0203202	Structural Excavation – Earth (Excluding Cofferdam and Dewatering)	130	
	Dollars (\$ _____ ) per CY		
0203304	Structural Excavation – Rock (Excluding Cofferdam and Dewatering)	13	
	Dollars (\$ _____ ) per CY		
0204001	Cofferdam and Dewatering	80	
	Dollars (\$ _____ ) per L.F.		
0216000	Pervious Structure Backfill	90	
	Dollars (\$ _____ ) per CY		
0216011A	Flowable Fill	15	
	Dollars (\$ _____ ) per CY		
0219001A	Erosion and Sedimentation Control	1	
	Dollars (\$ _____ ) per LS		
0601000	Class “A” Concrete	80	
	Dollars (\$ _____ ) per CY		
0602000	Deformed Steel Bars	2700	
	Dollars (\$ _____ ) per LB.		
0602006	Deformed Steel Bars – Epoxy Coated	350	
	Dollars (\$ _____ ) per LB.		
0703010	Standard Riprap	40	
	Dollars (\$ _____ ) per CY		
0703029	Rounded Stone Riprap	22	
	Dollars (\$ _____ ) per CY		
0714050A	Temporary Earth Retaining System	1400	
	Dollars (\$ _____ ) per SF		

<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Extended Total</b>
0725002	Bagged Stone	16	
	Dollars (\$ ) per CF		
0755010	Geotextile (Separation – Medium Survivability)	150	
	Dollars (\$ ) per SY		
0970006A	Traffic Person (Municipal Police Officer) Ten Thousand	1	\$10,000.00
	Dollars (\$ 10,000.00) per EST		
0971001A	Maintenance and Protection of Traffic	1	
	Dollars (\$ ) per LS		
0974001A	Removal of Existing Masonry	70	
	Dollars (\$ ) per CY		
9750002	Mobilization	1	
	Dollars (\$ ) per LS		
1507000A	Protection and Support of Existing Utilities	1	
	Dollars (\$ ) per LS		

Total Amount of Bid (Basis of Award) for all items inclusive:

\$ \_\_\_\_\_  
(Amount in Figures)

\_\_\_\_\_  
(Amount in Words)



# **SECTION C:**

## **REFERENCES**

The Bidder is required to fill out the following form to enable the Borough to make inquiries and judge as to the Bidder's experience, skill, available financial resources, credit, and business standing.

1. Number of years the bidder has been in business: \_\_\_\_\_

2. List three (3) references of similar nature to the work described herein that the Bidder has completed, with name, address, and telephone number of a reference for each.

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3. Has the Bidder ever failed complete work awarded; and if so, state where and why:

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4. Does the Bidder plan to sublet any part of this work; and if so, give details:

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\_\_\_\_\_  
Bidder

**SECTION D:**

**BID BOND /SURETY GUARANTY**

## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned:

as Principal, and \_\_\_\_\_ as Surety are held and firmly bound unto Borough of Naugatuck hereinafter called the "Owner", in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying BID, dated \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_

\_\_\_\_\_

NOW THEREFORE, if the Principal shall not withdraw said Bid within the time period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and Owner, or, if no period be specified, within ninety (90) days after the said opening, and shall within the period specified thereof, or if no period be specified, within twenty (20) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this BID BOND as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this Instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

No extension of time or other modification of the BID BOND shall be valid unless agreed to in writing by the parties to this Bond.

**BID BOND**  
(Page 2 of 2)

In presence of:

\_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

By:

\_\_\_\_\_  
Affix  
Corporate  
Seal

Attest:

\_\_\_\_\_

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

By:

\_\_\_\_\_  
Affix  
Corporate  
Seal

Countersigned

By: \_\_\_\_\_

\* Attorney-in Fact, State of \_\_\_\_\_

\* Power-of Attorney for person signing for Surety Company must be attached to Bond.

**SURETY GUARANTY FORM**  
(To accompany Proposal)

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

(Name of Surety Company)

corporation organized and existing under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Connecticut, certifies and agrees, that if the Contract for

\_\_\_\_\_ is awarded to \_\_\_\_\_, the undersigned corporation will execute the

(Name of Bidder)

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

\_\_\_\_\_  
(Surety)

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

**SECTION E:**

**CONTRACT AGREEMENT AND  
CERTIFICATE AS TO CORPORATE PRINCIPAL**

**CONTRACT AND AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ in the year 2014, Between the Borough of Naugatuck, with its principal office and place of business at 229 Church Street, Connecticut 06770, acting herein through its Mayor, hereinafter referred to as “**Owner**”, and \_\_\_\_\_, a \_\_\_\_\_, with an office and place of business at \_\_\_\_\_, hereinafter referred to as “**Contractor**”.

**WHEREAS, Owner** wishes to contract with **Contractor** to perform all work as part of the **North Main Street Siphon Repair at Fulling Mill Brook Contract #15-03**.

**WHEREAS, Contractor** has submitted a bid proposal dated \_\_\_\_\_ pursuant to said RFP to perform said services. (Exhibit B attached hereto and made a part hereof); and

**WHEREAS, Owner** has elected to engage **Contractor** for performance

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESSETH: That the parties to this agreement in consideration of the undertakings, promises, and agreements on the part of the other herein contained, hereby undertake, promise, and agree as follows:

**I Definitions**

The word "Owner" as used herein shall mean the Borough of Naugatuck, acting through its properly authorized representatives.

The words "as directed", "as required", "as permitted", "as allowed", or phrases of like effect or import, used herein shall mean that the direction, requirement, permission, or allowance of the Director of Public Works is intended and similarly the words "approved", "reasonable", "suitable", "proper", "satisfactory", or words of like effect or import, unless otherwise particular specified herein, shall mean approved, reasonable, suitable, proper, or satisfactory in the judgment of the Director of Public Works.

The word "Contractor" shall mean \_\_\_\_\_ or its duly authorized agents.

The word “Director of Public Works” shall mean James Stewart or The Borough of Naugatuck’s duly authorized agent.

**II Contract Includes**

The indices, headings and subheadings are for convenience only and do not form a part of the Contract Documents.

The Contractor shall, at his own sole cost and expense, furnish all labor, materials, and other services necessary for the completion of this Contract and shall complete and finish the same in the most thorough, workmanlike, and substantial manner, in every respect, to the satisfaction and approval of the Director of Public Works, in the manner and within the time hereinafter limited, and in strict accordance with the Advertisement, Information for Bidders, Proposal, General Requirements, Detailed Specifications, and Addenda hereto attached, and the Contract Drawings herein referred to, (collectively the "Contract Documents"), which contract documents are hereby made a part of this Contract as fully as if the same were repeated at length herein.

Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_ Dated: \_\_\_\_\_  
Addendum No. \_\_\_\_ Dated: \_\_\_\_\_ Addendum No. \_\_\_\_ Dated: \_\_\_\_\_

**III Specifications and Contract Drawings Supplementary**

The said Specifications and Contract Drawings are intended to supplement each other, and together constitute one complete set of Specifications and Contract Drawings, so that any work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, in order that the work shall be completed in every respect according to the complete design or designs as decided and determined by the Director of Public Works. Should anything be omitted from the Specifications and Contract Drawings, the Contractor shall promptly notify the Director of Public Works. From time to time during the progress of the work, the Director of Public Works will furnish such supplementary or working drawings as are necessary to show changes or define the work in more detail, and these also shall be considered as Contract Drawings. When discrepancies exist between the Contract Drawings and Specifications, the Specifications shall govern.

**IV Modifications**

The Contractor, in entering into this Contract, understands that the Owner reserves the right to modify, to the extent herein provided, the arrangement, character, grade, or size of the work or appurtenances whenever, in the Owner's opinion, it shall be deemed necessary or advisable to do so. Minor changes in the work, not involving extra cost and consistent with the purposes of the work, may be made by verbal order, but no modifications involving extra work or material changes shall be made unless ordered in writing by the Director of Public Works; and if the modification requires additional cost, a purchase order must be issued prior to work commencing. The Contractor shall and will accept such modifications when ordered in writing by the Owner through the Director of Public Works, and the same shall not vitiate or void this Contract.

Any such modifications so made shall not, however, subject the Contractor to increased expense without equitable compensation, which shall be determined by the Director of Public Works. If such modifications result in a decrease in the cost of work involved, and equitable deduction from the Contract price, to be determined by the Director of Public Works, shall be made. The Director of Public Works's determination of such additional compensation, or of any such deduction, shall be based upon the unit prices in the Contractor's bid, unless the modification involves work not included in such bids and then in the event, the modification shall be as set forth in Section XXVIII prior to the commencement of additional work. In no



event shall any modification in the work shown on the Plans and Specifications be made unless the nature and extent thereof has first been certified by the Director of Public Works in writing and sent to the Contractor.

#### **V Correction of Errors and Omissions**

The Plans and Specifications forming part of this Contract are intended to be explanatory of each other, but should any discrepancy appear, or misunderstanding arise, as to the import of anything contained in either, the explanation and decision of the Director of Public Works shall be final and binding on the Contractor; and all directions and explanations required, to complete and make effective any of the provisions of the Contract and Specifications, shall be given by the Director of Public Works. Corrections of errors and omissions in the Drawings or Specifications may be made by the Director of Public Works when such corrections are necessary for the proper fulfillment of the Contract Documents as construed by the Director of Public Works. The effect of such corrections shall date from the time that the Director of Public Works gives due notice thereof to the Contractor.

#### **VI Director of Public Works's Decision**

All work under this Contract shall be done to the satisfaction of the Director of Public Works, who shall determine the amount, quality, acceptability, and fitness of the several items of work and materials which are to be paid for hereunder. He also shall decide all questions which may arise as to the fulfillment of the terms of the Contract, Plans and Specifications. The determination of the Director of Public Works in all such matters shall be final and binding upon the parties thereto.

#### **VII Inspection of Work**

It is agreed that the Owner may, at its pleasure, appoint and employ, at its own expense, such persons as may be necessary, who are to act as Director of Public Works, inspections, or agents, for the purpose of determining, in the Borough's interest, that the materials furnished and the work done, as the work progresses, conforms to the requirements of the Contract Documents. Such persons shall have unrestricted access to all parts of the work and to other places at and where the preparation of the materials and other parts of the work to be done under this Contract are carried on and conducted. They shall be given, by the Contractor, all facilities and assistance required to carry out their work of inspection.

It is not the function of the Director of Public Works to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Director of Public Works is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

The Director of Public Works shall have authority to reject and shall reject any work or material, or any part thereof, which does not, in his opinion, conform to the Contract Drawings, working drawings, Specifications, and Contract, and it shall be permissible for him to do so at any time during the progress of the work.

No work shall be done except in the presence of the Director of Public Works or his assistants. No material of any kind shall be used upon the work until it has been inspected and accepted by the Director of Public Works. Any materials or workmanship found at any time to be defective, or not of the quality or character required by the Contract Drawings and Specifications, shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Contract Drawings and Specifications, and work not so constructed shall be removed and made good by the Contractor at this own expense and free of

all expense to the Owner, whenever so ordered by the Owner, without reference to any previous oversight or error in inspection.

### **VIII Address of Contractor**

The address in the Proposal, upon which this Contract is based, shall be the place. The delivering at the above-named place of any such notice, letter, or other communication where notices, letters or other communications to the Contractor may be mailed or delivered, from the Borough to the Contractor, the date of said service shall be the date of such delivery. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or other communication upon the Contractor personally.

### **IX Obligation of the Contractor**

The Contractor shall, at his own expense, provide any and all manner of supervisor, insurance, taxes, labor, materials, apparatus, scaffolding, appliances, tools, machinery, power, transportation, and whatever else may be required of every description necessary to do and complete the work and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. The Contractor shall cover and protect the work from damage and shall make good all injury to the same occurring before completion of this Contract. The Contractor shall employ only competent workmen and shall provide experienced superintendents and foremen on each part of the work.

The Contractor shall, at its own expense, wherever necessary or required, maintain fences, provide watchmen, maintain lights, place additional timber and braces, and take such other precautions as may be necessary to protect life, property, and structures, vehicles and pedestrians and shall be liable for all damages, occasioned in any way by his act or neglect or that of this agent, employees, or workmen. He shall provide access at all times to private property.

### **X Occupational Safety and Health Act**

The applicable sections of the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) shall apply and be made a part of this Contract. The Contractor's attention is particularly directed to the record keeping requirements of this Act.

### **XI Nondiscrimination in Employment**

The Contractor agrees and warrants that, in the performance of this Contract, he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by State, Federal, County or Municipal law.

### **XII Personal Attention and Competent Workmen**

The Contractor shall give his personal attention constantly to the faithful prosecution of the work and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress to receive directions or instructions from the Director of Public Works. The Contractor shall employ at the site, during the performance of the work, a competent superintendent or foreman who shall be satisfactory to the Director of Public Works and who shall not be changed, except with the consent of the Director of Public Works, unless he shall cease to be an employee of the Contractor. Such superintendent or foreman shall represent and have full authority to act for the Contractor in his absence, and all directions and instructions given such superintendent or foreman shall be as binding as if given to the Contractor.

The Contractor shall employ only competent, skillful men to do the work, and whenever the Director of Public Works shall notify the Contractor in writing that any man on the work is,

in his opinion, incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such man shall be discharged from the work and shall not again be employed on it, except with the consent of the Director of Public Works.

### **XIII Public Safeguards**

The Contractor agrees to conduct the work at all times in such a manner that public travel shall not be inconvenienced needlessly nor shall it be wholly obstructed at any point.

### **XIV Materials and Workmanship**

It is the intent of the Specifications to describe fully and definitely the character of materials and workmanship furnished regarding all ordinary features and to require first-class work and materials in all particulars. For any unexpected features arising during the progress of the work and not fully covered herein, the Specifications shall be interpreted by the Director of Public Works to require first class work and materials in all respects, and such interpretation shall be accepted by the Contractor.

### **XV Materials and Manufactured Articles**

All materials and workmanship shall be subject to the approval of the Director of Public Works and shall be in conformity with approved modern practice.

Unless otherwise specifically provided for in the Specifications, all materials incorporated in the work shall be new, of standard and first-class quality, and of the best workmanship and design. No inferior, or low grade, material will be either approved or accepted, and all work of assembly and construction must be done in a neat, first-class, and workmanlike manner.

### **XVI Unnoticed Defects**

The inspection of the work and materials by the Director of Public Works shall not relieve the Contractor of any of his obligations to fulfill this Contract, as herein described, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such work and materials had been previously overlooked by the Director of Public Works and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before final acceptance of the whole work, the Contractor shall forthwith make good such defects, in a manner satisfactory to the Director of Public Works.

### **XVII Care and Protection of Work**

From the commencement of the work until the completion of the same, the Contractor shall be solely responsible for the care of the work covered by the Contract and for the materials delivered at the site intended to be used in the work; and all injury, damage, or loss of the same, from whatever cause, shall be made good at his expense before the final estimate is made. He shall provide suitable means of protection for all materials intended to be used in the work and for all work in progress as well as for completed work. He shall take all necessary precautions to prevent injury or damage to the work under construction by flood, freezing or inclement weather at any and all times. The methods used for this purpose shall be subject to the approval of the Director of Public Works, but shall not relieve the Contractor from liability for inadequate protection of the work or materials.

### **XVIII Assignment of Contract**

The Contractor shall have no right or power to assign this Contract, in whole or in part, nor to assign any right arising, or moneys due or to grow due thereunder, without prior written approval of the Owner.

## **XIX Subcontracting**

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award the work to a subcontractor(s) without prior written approval of the Owner. The Contractor shall be fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of these Contract Documents, insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of these Contract Documents.

Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

## **XX Liability of Contractor for Employees**

Each and every employee of the Contractor and each and every of his subcontractors engaged in the said work shall, for all purposes, be deemed and taken to be the exclusive servants of the Contractor and not for any purpose or in any manner in the employment of the Owner. The Contractor shall, in no manner, be relieved from responsibility or liability on account of any fault or delay in the execution of the said work, or any part thereof, by any such employee, or any such subcontractor, or any material men, whatsoever.

## **XXI Coordination With Other Contractors and Utilities**

During the progress of the work, existing utilities may be found to be in close proximity to or in conflict with the work being installed. The Contractor shall make every effort to identify and locate these utilities before working in the area. If it is known or found that these utilities exist the Contractor shall contact the appropriate utility and alert them to the situation. Should an existing utility be found to be in close proximity to the work the Contractor shall take all the necessary precautions to protect the utilities and his work. Should existing utilities be found to conflict with the work the Contractor shall arrange with the utility company for their adjustment. No additional compensation will be made for delays, inconvenience or damage sustained by the Contractor due to interference from the above-noted utility appurtenances or the operation of locating, installing or moving them or the inability of others to perform their work in a timely manner.

## **XXII Permits, Laws, Codes, Ordinances and Insurance**

The Contractor shall keep himself fully informed of all existing and current codes, ordinances, and regulations and Municipal, County, State or National laws in any way limiting or controlling the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. He shall, at all times, observe and comply with all such valid and legally binding ordinances, laws, and regulations and shall protect and indemnify the Owner and its representatives and agents against any claim or liability arising from, or based on, any violation of the same. He shall obtain and pay for all necessary permits and pay all fees required in connection with the Contract. Contractor shall provide the types and amounts of insurance as set forth in Section 18 of the RFP, and maintain in effect. He shall take out and carry appropriate employer's liability insurance and public liability insurance. The insurance amounts are as follows:

- a. Workers' Compensation Insurance: Contractor shall carry workers' compensation insurance in accordance with the requirements and the laws of the State.
- b. Contractor's Public Liability and Property Damage Insurance: Contractor

- shall carry public liability and property damage insurance in the amount of \$1,000,000.00, \$2,000,000.00 in the aggregate.
- c. Automobile Liability Insurance: Contractor shall carry automobile liability insurance in the amount of \$1,000,000.00, 2,000,000.00 in the aggregate.
  - d. With respect to project operations, Contractor shall provide coverage for each accident or occurrence in the amount of \$1,000,000.00, \$2,000,000.00 in the aggregate.

### **XXIII Patent Rights**

The Contractor shall indemnify and save harmless the Owner and its officers, agents, and representatives from all claims for damages arising from the infringements, or alleged infringements, of any Letters Patent or patent rights covering any material, appliance, or device used in or upon the work or any part thereof. All royalties for patents or patent infringement claims, that might be involved in the construction or use of the work, shall be included in the Contract amount; and the Contractor shall satisfy all demands that may be made at any time for such and shall be liable for any damage or claims for patent infringements; and the Contractor shall, at his own expense, defend any and all suits or proceedings that may be instituted against the Owner for infringement, or alleged infringement, of any patent or patents involved, or alleged to be involved, in the work; and in case of any award for damages, the said Contractor shall pay such award.

### **XXIV Defense of Suits**

The Contractor shall indemnify and hold harmless the Owner and it's consultants, agents and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, ("indemnification expense") arising out of or resulting from the performance of the work or arising out of or resulting from the Contract Documents, including, without limitation, all indemnification expense regarding personal injury or death and/or damage to real or personal property or motor vehicles.

In claims against any person or entity indemnified under this section by an employee or the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **XXV Claims for Labor and Materials**

The Contractor shall indemnify and save harmless the Owner from all claims expenses and for judgments regarding labor done or materials furnished under this Contract, or any alterations or modifications thereof, including without limitation, reasonable Attorney's fees. Contractor shall furnish the Owner with a Mechanic's Lien Waiver from all persons who have done work, or furnished materials under this Contract. In case such waiver is not furnished, an amount necessary or sufficient, within the discretion of the Owner, to meet the claims of the persons aforesaid, shall be retained, as herein specified, from the money due the Contractor under this Contract until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

### **XXVI Completion of Work by Owner**

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned, or the work sublet by him, otherwise than as herein specified; or if at any time the Owner shall be of the opinion that the performance of the Contract is unnecessarily or unreasonably delayed; or if the Contractor is willfully violating any of the conditions or covenants of this Contract, or of the Specifications, or is executing the same in bad faith or not in

accordance with the terms thereof; of if the work be not fully completed within the time named in this Contract for its completion, or within the time to which the completion of the Contract may be extended by the Owner, the Owner may notify the Contractor to discontinue all work, or any part thereof under his Contract, by a written notice to be served upon the Contractor as herein provided.

The Contractor shall, within five (5) days of the service of said written notice, discontinue the work, or such part thereof, and the Owner shall thereupon have the power to contract for the completion of the Contract, in the manner prescribed by law; or to place such and so many persons as it may be deemed advisable, by contract or otherwise, to work, and complete the work herein described, or such part thereof; or to take possession of and use any of the materials, plant, tools, equipment, supplies, and property of every kind provided by the Contractor for the purpose of his work; and to procure other materials and equipment for the completion of the same; and to charge the expense of said labor, materials and equipment to the Contractor.

The expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or may at any time thereafter grow due to the Contractor under and by virtue of this Contract, or any part thereof; and in case such expense shall exceed the amount which would have been payable under the Contract, if the same had been completed by the Contractor, the Contractor or his surety shall pay the amount of such excess to the Owner within five (5) days of written demand therefor; and in case such expense shall be less than the amount which would have been payable under this Contract, if the same had been completed by the Contractor, the owner shall pay such difference to the Contractor within five (5) days of written demand.

#### **XXVII Partial and Final Estimates**

On, or about, the last day of the month, the Director of Public Works shall make an approximate estimate of the value of the work done and of the materials incorporated into the work.

The Owner will pay the Contractor, within 30 days of receipt of an estimate, ninety-five percent (95%) of the total estimated value of the work done, as estimated by the Director of Public Works less previous payments. Partial payments will not be made whenever the amounts of the estimate or estimates of work done since the last previous estimate are less than \$2,000.00.

The Director of Public Works shall, as soon as practicable after the completion of work, make a final certificate of the entire amount of the work done under this Contract, and the value thereof, and the Owner shall, within thirty (30) days after such final estimate is approved, pay the entire sum so found to be due hereunder, after deducting there from all previous payments and also all percentages and deductions to be retained under any of the provisions of this Contract.

Before payment of each estimate, the Contractor shall provide the Owner with a mechanic's lien waiver from the Contractor and all persons who have done work or furnished materials under this Contract.

#### **XXVIII Extra Work**

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Director of Public Works, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

All extra work and materials shall be ordered in writing by the Director of Public Works, and in no case will any work or materials in excess of the amount shown in the Plans and Specifications be paid for unless so ordered. Additionally, if the extra work requires additional cost, a purchase order must be issued prior to work commencing. No claim for delay shall be made as a result of this process. No voucher, claim or charge against the Borough shall be paid,

nor is the Borough liable for any voucher, claim or charge unless a purchase order is issued. The Contractor further agrees that he shall accept, as full compensation for such extra work and materials, the unit price bid, in the case of Items covered by unit prices in the Proposal, and no more; and for such Items as are not covered by a unit price, he shall accept as full compensation:

1. an agreed on lump sum price, or
2. the reasonable cost, as determined by the Director of Public Works, of all necessary labor, including insurance and payroll taxes, equipment rental, and materials, plus fifteen percent (15%) which covers supervision, the use of tools and plant, and other overhead expenses and profit.

The equipment rental charge shall be at prevailing rates usually paid locally but shall in no case exceed the amount prorated on the basis of the monthly equipment rental rates compiled by the Associated Equipment Distributors.

When extra work is performed by an approved subcontractor, the Contractor shall be entitled to five percent (5%) of the direct cost of the subcontractor's work to cover his overhead expenses and profit.

The Contractor agrees to prosecute such extra work with all reasonable diligence and to employ thereon competent men. The Contractor shall give the Director of Public Works access to all accounts, bills, payrolls, and vouchers relating to extra work not covered by unit prices, and he agrees that he shall have no claim for compensation for such extra work in the case of items not covered by unit prices, unless a statement in writing of the actual cost of the same, fully itemized as to labor and materials, is presented to the Director of Public Works before the fifteenth (15th) day of the month following that during which each specific order was complied with by him.

### **XXIX Payment**

The Owner, in consideration of the faithful performance by the Contractor of all and singular his covenants, promises, and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited, and to the satisfaction and approval of the Director of Public Works, the prices stipulated in the said Proposal hereto attached, such payment to be made at the times and in the manner and upon the conditions herein expressly provided. The Owner also agrees to pay in addition such amounts as may be agreed upon for modifications and for extra work.

### **XXX Guarantee**

The Contractor guarantees that the work done under this Contract and the materials furnished by him and used in the construction of the same are free from defects or flaws. The guarantee is for a term of one (1) year from, and after, the date upon which the final estimate of the Director of Public Works is formally approved by the Owner. It is hereby agreed and understood that this guarantee shall not include making any repairs made necessary by any cause or causes other than defective materials furnished by, or defective work done by, the Contractor.

### **XXXI Repairs for One (1) Year**

The said party of the second part further agrees that the said Owner shall be and is hereby authorized to retain, out of the monies payable to the said Contractor under this Agreement, the sum of two percent (2%) of the amount of the Contract and to expend the same, in the manner hereinafter provided for, in making said repairs on the work as may be required by the Contractor's guarantee under Article XXX. And it is further agreed that if, at any time during the period of one (1) year from the date of the final estimate of the work herein contracted for, any

part of the work done under this Contract shall be deemed by the Director of Public Works to require repairing under the aforesaid Contractor's guarantee, then the said Owner shall notify the said Contractor to make the repairs so required at no expense to the Owner.

Such replacements, or repairs, shall be undertaken by the Contractor within twenty-four (24) hours after service of notice. If the Contractor unnecessarily delays or fails to make the ordered replacements or repairs within the time specified, or if any replacements or repairs are of such nature as not to allow for the time delay incident to the service of a notice, then the Owner will have the right to make such replacements or repairs, and the expenses thereof shall be paid by the Contractor.

And the Borough hereby agrees that upon the expiration of the said period of one (1) year, provided that the work at the time shall be in good order, the Contractor shall be entitled to receive the whole or such part of the sum last aforesaid as may remain after the expense of making said repairs, in the manner aforesaid, shall have been paid therefrom, but if the said expense is in excess of the sum of two percent (2%) retained, the Contractor shall pay to the Owner the amount of the excess.

It is, however, agreed that the Borough may apply or keep the sum so retained for payment of other claims arising under the provisions of the contract document.

### **XXXII Rate of Progress and Time of Completion**

The Contractor shall commence work within ten (10) calendar days of the date of the Notice to Proceed. The rate of progress shall be such that the whole work shall be performed and the grounds cleared up in accordance with the Contract and Specifications within ninety (90) calendar days unless extensions of time shall be made for the reasons, and in the manner, stated under Article XXXIII, "Extension of Time".

The above calendar days includes time for the Contractor to obtain approval of an Erosion and Sediment Control Plan, as applicable.

### **XXXIII Extension of Time**

The Contractor expressly covenants and agrees that, in undertaking to complete the work within the time mentioned, he has taken into consideration, and made allowance for, all of the ordinary delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen or otherwise. Should the Contractor, however, be substantially delayed in the prosecution and completion of the work by any changes, additions, or omissions therein ordered in writing by the Director of Public Works, or by fire, lightning, earthquake, tornado, cyclone, riot, insurrection, or war, or by the abandonment of the work by the workman engaged therein through no fault of the Contractor, or by the discharge of all or any material number of workmen in consequence of difficulties arising between the Contractor and such workmen, or by the neglect, delay, or default of any other contractor of the Owner, then the Contractor may, within five (5) days after the occurrence of the delay for which he claims allowance, notify the Director of Public Works thereof in writing, and thereupon, and not otherwise, the Contractor shall be allowed such additional time for the completion of the work as the Director of Public Works, in his discretion, shall award in writing, and his decision shall be final and conclusive upon the parties.

### **XXXIV Damages for Failure to Complete on Time**

The Contractor shall pay to the Owner for each and every calendar day (including Saturdays, Sundays, and holidays) that he shall be in default in completing the entire work in the time stipulated in Article XXXII, or within the extension of time he may be granted as provided in Article XXXIII, the sum of one Hundred Fifty Dollars (\$150.00) per day. This sum is hereby agreed upon not as a penalty but as liquidated damages which Owner will suffer by reason of such default, time being of the essence of the Contract and a material consideration thereof. The



Owner shall have the right to deduct the amount of any such damages from any monies due the Contractor under this Contract.

### **XXXV No Waiver of Rights**

No certificate given or payment made under this Contract, except the final certificate or final payment, shall be evidence of the performance of the Contract either wholly or in part, and no payment shall be construed to be an acceptance of defective work or improper materials. No act of the Owner or of the Director of Public Works, or of any representatives of either of them in inspecting the work, nor any extension of time for the completion of the work, shall be regarded or taken as an acceptance of such work, or any part thereof, or materials used therein or thereof, either wholly or in part; but such acceptance shall be evidenced only by the final certificate of the Director of Public Works.

Before any final certification shall be allowed, the Contractor shall be required, and he hereby agrees, to sign and attest on said certificate a statement that he accepts the same in full payment and settlement of all claims on account of work done and material furnished under this Contract, and furthermore, that all claims for materials provided or labor performed have been paid and satisfied in full. No waiver of any breach of this Contract by the Owner or anyone acting for it, or on its behalf, shall be held as a waiver of any other or subsequent breach thereof.

### **XXXVI Mandatory Negotiation**

Contractor and the Owner agree that they will attempt to negotiate in good faith any dispute of any nature arising under this contract. The parties shall negotiate in good faith at not less than two negotiation sessions prior to seeking any resolution of any dispute under the provisions of arbitration paragraph of this contract. Each party shall have the right to legal representation at any such negotiation session.

### **XXXVII Arbitration**

Any dispute or question arising under the provisions of this contract which has not been resolved under the mandatory negotiation paragraph of this contract shall be determined by arbitration. Arbitration proceedings shall occur at a neutral location in Waterbury, Connecticut, and shall be conducted in accordance with the rules then applicable of the American Arbitration Association. Arbitration shall proceed before a pane of one arbitrator to be selected by American Arbitration Association. The decision of the Arbitrator shall be final and may be entered in any court having jurisdiction thereof. Each party shall pay one-half of all costs and expenses of such arbitration.

### **XXXVIII Owner's Right to Use**

The Owner reserves the right to use or occupy any portion of the work considered by the Director of Public Works as ready for use or occupancy. Such use or occupancy shall not be held, in any way, as final acceptance of the work or any portion thereof, or as a waiver of any portion of this Contract.

### **XXXIX Verification of Data**

The quantities of work to be done and the materials to be furnished under this Contract, as given in the accompanying "Information for Bidders" and on the Proposal form, are approximate estimates for the purpose of comparing bids on a uniform basis. Neither the Owner nor the Director of Public Works are to be held responsible for the data or information given relative to said quantities or that given on the Plans relative to existing conditions. The Contractor has judged for himself as to such quantities and as to other circumstances affecting the cost of the performance of this Contract, and he shall not at any time assert that there was any misunderstanding in regard to the character or amount of work to be done and materials and labor to be furnished.

#### **XXXX Contractor's Wage Certification Form**

If applicable the Contractor or his authorized agent will be required to sign the Contractor's Wage Certification Form at the time of Contract execution.

#### **XXXXI Verbal Statements Not Binding**

It is understood and agreed that the written terms and provisions of this Agreement shall supersede all prior verbal statements of the Director of Public Works or other representatives of the Owner, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in anyway whatsoever, the written Agreement.

#### **XXXXII Final Estimate Constitutes Release**

It is agreed that acceptance by the Contractor of the last payment made, under the provisions of Article XXVII, shall operate as and shall be a release to the Owner, and every agent thereof, from all claims and liability to Contractor for anything done or furnished for, or relating to, the work or for any act or neglect of the Owner or of any agent thereof, except any claim against the Owner for the remainder, if any, of the amounts kept or retained by the Owner as percentages or deductions.

No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

#### **XXXXIII Delays or Termination by Governmental Authorities**

Notwithstanding any other provision(s) of this contract, the parties agree that in the event of a stop work order from the State Department of Transportation, Department of Environmental Protection, or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for delays, inconvenience or damage sustained by Contractor due to such order, including, without limitation, damages for loss of use of equipment or idle equipment. Similarly, in the event of a termination of the project by the State DOT, DEP or any other State or Federal agency, no additional compensation will be made by Owner to Contractor for the termination, or for any delay, inconvenience or damage sustained by Contractor due to such termination, including, without limitation, damages for loss of use of equipment or idle equipment. In the event of such termination, the Director of Public Works shall prepare a final certificate for the entire amount of work done up to the effective date of termination. The provisions of Sections XXX (Guarantee) and XXXI (Repair) shall apply to all work completed as of the effective date of any stop Work order, as if the effective date was the date upon which the final estimate of the Director of Public Works is formally approved by the Borough.

**XXXXIV Validity of Agreement**

The provision of this Agreement shall be binding upon the Parties and their respective successor or assigns.

IN WITNESS WHEREOF, the said parties hereto have caused this instrument to be signed by their respective duly constituted officers, attested, and sealed pursuant to proper resolutions.

Signed and sealed  
in the presence of

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

\_\_\_\_\_  
Borough of Naugatuck  
Mayor

\_\_\_\_\_  
(Duly Authorized)  
Contractor

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

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

(Corporate  
Seal)

\_\_\_\_\_

Title

\_\_\_\_\_

**SECTION F:**  
**PERFORMANCE BOND**

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership, or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
\$(\_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, an any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts each one of Which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_.

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

\_\_\_\_\_  
(Witness as to Principal)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
(Surety) Secretary

(SEAL)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)

\_\_\_\_\_

Principal

By \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
(Address)

\_\_\_\_\_

NOTES:      Date of BOND must not be prior to date of Contract.  
                 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

**SECTION G:**  
**PAYMENT BOND**



## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

---

(Name of Contractor)

---

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal  
and \_\_\_\_\_  
(Corporation, Partnership, or Individual)

---

(Name of Surety)

---

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

---

(Name of Owner)

---

(Address of Owner)

hereinafter called OWNER, in the penal sum of

\_\_\_\_\_ Dollars, \$(\_\_\_\_\_)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, an any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ counterparts each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

_____	By _____
(Principal) Secretary	Principal _____ (s)
(SEAL)	
_____	_____
(Witness as to Principal)	(Address)
_____	_____
(Address)	
_____	_____
	Surety

ATTEST:

_____	
(Surety) Secretary	
(SEAL)	
_____	By _____
Witness as to Surety	Attorney-in-Fact
_____	_____
(Address)	(Address)
_____	_____

NOTES:      Date of BOND must not be prior to date of Contract.  
              If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

# Notice to Proceed

Date: \_\_\_\_\_

Project: \_\_\_\_\_

Owner: \_\_\_\_\_

Owner's Contract No.: \_\_\_\_\_

Contract: \_\_\_\_\_

Engineer's Project No.: \_\_\_\_\_

Contractor: \_\_\_\_\_

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*  
\_\_\_\_\_  
\_\_\_\_\_

You are notified that the Contract Times under the above Contract will commence to run on \_\_\_\_\_. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_ [(or) the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_].

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must:

\_\_\_\_\_ *[add other requirements]*.

\_\_\_\_\_  
Owner

Given by:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Copy to Engineer

# Certificate of Substantial Completion

Project:

Owner:

Owner's Contract No.:

Contract:

Engineer's Project No.:

**This [tentative] [definitive] Certificate of Substantial Completion applies to:**

- All Work under the Contract Documents:       The following specified portions of the Work:

---

---

---

---

\_\_\_\_\_  
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [definitive] list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

- Amended Responsibilities       Not Amended

Owner's Amended Responsibilities:

---

---

---

Contractor's Amended Responsibilities:

---

---

---

---

The following documents are attached to and made part of this Certificate:

---

---

---

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

---

Executed by Engineer

---

Date

---

Accepted by Contractor

---

Date

---

Accepted by Owner

---

Date

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive

will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

### B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

### D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

### E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.



2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### *2.01 Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### *2.02 Copies of Documents*

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### *2.03 Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

### *2.04 Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

## 2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

## **ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

### **3.01 *Intent***

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

### **3.02 *Reference Standards***

- A. Standards, Specifications, Codes, Laws, and Regulations
  1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### **3.03 *Reporting and Resolving Discrepancies***

#### **A. *Reporting Discrepancies:***

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  1. A Field Order;
  2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

- A. Contractor and any Subcontractor or Supplier shall not:
  1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

### 4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

#### 4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
  - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

- A. *Shown or Indicated*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.



#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to

be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

### **5.01 *Performance, Payment, and Other Bonds***

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

#### 5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

#### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor’s liability under the indemnities granted to Owner in the Contract Documents.

#### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;
  5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
  6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
  2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
  3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
  - a. Such insurance shall remain in effect for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other

and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

**ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.



- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in

related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

- a. in the exercise of reasonable judgment Engineer determines that:
  - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
  - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
  - 3) it has a proven record of performance and availability of responsive service.
- b. Contractor certifies that, if approved and incorporated into the Work:
  - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
  - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;

- 2) will state:
  - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
  - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
  - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
- 3) will identify:
  - a) all variations of the proposed substitute item from that specified, and
  - b) available engineering, sales, maintenance, repair, and replacement services; and
- 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

#### 6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees

necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

#### 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

#### 6.11 *Use of Site and Other Areas*

##### A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers,

architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall

erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.



## 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

### 1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

### 2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

### C. *Submittal Procedures:*

#### 1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  6. any inspection, test, or approval by others; or
  7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

### **ARTICLE 7 – OTHER WORK AT THE SITE**

#### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  2. the specific matters to be covered by such authority and responsibility will be itemized; and
  3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

### 8.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

### 8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

#### 8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

#### 8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

#### 8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

#### 9.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

#### 9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques,

sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.



9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

#### 9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

### **ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

#### 10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

#### 10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

#### 10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
  - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
  1. deny the Claim in whole or in part;
  2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *11.01 Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
  1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:
  - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
  - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  2. there is no corresponding adjustment with respect to any other item of Work; and
  3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and



- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

#### 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

#### 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### *13.03 Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
  2. correct such defective Work; or
  3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may

do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

### 14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### 14.02 *Progress Payments*

#### A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
    - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
  - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items



specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
  - b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other

indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees

specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

### **15.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

### **15.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will justify termination for cause:
  1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
  1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
  2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### **ARTICLE 16 – DISPUTE RESOLUTION**

#### 16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
  - 1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agrees with the other party to submit the Claim to another dispute resolution process; or
  - 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC No. C-700, 2007 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not specifically amended or supplemented hereby remain in full force and effect.

**ARTICLE 1. DEFINITIONS**

SC-1.01

Add the following language at the beginning of the definition entitled "12. Contract Documents" in the General Conditions:

The Invitation to Bid, Instructions to Bidders

**ARTICLE 2. PRELIMINARY MATTERS**

SC-2.03

Delete paragraph 2.03 of the General Conditions in its entirety and insert the following in its place to read as follows:

2.03.A The Contract Time will commence to run following the effective date of the Notice to Proceed.

SC-2.05

Add the following new paragraphs immediately after paragraph 2.05A of the General Conditions which is to read as follows:

2.05.B Before any work at the site is started, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates of insurance (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with the requirements of Article 5. Contractor shall include and identify on the certificate of insurance, indemnification as required by Article 6.20 of the General Conditions (Section 00700).



**ARTICLE 3. CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

SC-3.01

Add the following new paragraphs immediately after paragraph 3.01.A of the General Conditions which is to read as follows:

3.01.A.1 Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

3.01.A.2 Sections of Division 1 - General Requirements govern the execution of the work of all sections of the specifications.

**ARTICLE 4. AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS**

SC-4.05.B

Add the following new paragraph at the end of paragraph 4.05.A of the General Conditions which is to read as follows:

4.05.B ENGINEER may check the lines, elevations, reference marks, batter boards, etc., set by CONTRACTOR, and CONTRACTOR shall correct any errors disclosed by such check. Such a check shall not be considered as approval of CONTRACTOR's work and shall not relieve CONTRACTOR of the responsibility for accurate and satisfactory construction and completion of the entire Work. CONTRACTOR shall furnish personnel to assist ENGINEER in checking lines and grades.

**ARTICLE 5. BONDS AND INSURANCE**

SC-5.04

Within five days of contract award, the awarded vendor shall provide a Certificate of Insurance in accordance with the following requirements:

Contractor/Vendor will agree to maintain in force at all times during which work/services are to be performed, the following minimum limits of insurance coverage. Coverage will include the bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Borough of Naugatuck, its employees and agents as an Additional Insured** on a primary and non-contributory basis to the bidders Commercial General Liability and Automobile Liability policies. The insurance company(ies) must be licensed with the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company.

General Liability*	Each Occurrence	(Minimum Limits) \$1,000,000
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SUPPLEMENTARY CONDITIONS

	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability*	Combined Single Limit Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence Aggregate	\$1,000,000 \$1,000,000
Workers' Compensation & Employers' Liability	Work Comp EL Each Accident EL Disease Each Employee EL Disease Policy Limit	Statutory Limits \$500,000 \$500,000 \$500,000

The Borough of Naugatuck must be named as "Additional Insured" on this policy.

A Certificates of Insurance documenting the coverage listed above must be presented to The Borough of Naugatuck prior to the commencing of any work/service. The Contractor/Vendor also agrees to provide replacement and/or renewal certificates at least 30 days prior to the expiration of each policy.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years following the completion date of the work/service. If the claims-made policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for two (2) years from the completion date

**ARTICLE 6. CONTRACTOR'S RESPONSIBILITIES**

SC-6.06.C

Add the following new subparagraph as follows:

6.06.C.3 OWNER or ENGINEER may furnish to any such Subcontractor, Supplier, or other person or organization, to the extent practicable, information about amounts paid to CONTRACTOR in accordance with CONTRACTOR's Applications for Payment on account of the particular Subcontractor's, Suppliers, other person's, or other organization's Work.

SC-6.10

Add the following language after paragraph 6.10.A of the General Conditions:

6.10.A.1 The materials and supplies to be used in the Work under this Contract are exempt from the Sales and Use Tax of the State of Connecticut. Contractor shall obtain the proper certificates, maintain the necessary records, and otherwise comply with all applicable requirements governing the exemption from sales tax.

SC-6.17

Add the following new paragraph immediately after paragraph 6.17.E of the General Conditions, which is to read as follows:

6.17.F The accuracy of all such information submitted by the Contractor is the responsibility of the Contractor. In reviewing Shop Drawings, Samples and similar submittals, the Engineer shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

## **ARTICLE 7. OTHER WORK**

SC-7.04

Add the following new paragraph at the end of Article 7.03 of the General Conditions:

7.03.A Should CONTRACTOR cause damage to the work or property of any separate contractor at the site, or should any claim arising out of CONTRACTOR'S performance of the Work at the site be made by any separate contractor against CONTRACTOR, OWNER, ENGINEER, ENGINEER'S Consultants, or any other person, CONTRACTOR shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, defend, indemnify and hold OWNER, ENGINEER, and ENGINEER'S Consultants, harmless from and against all claims, damages, losses, and expenses (including, but not limited to, fees of engineers, architects, attorneys, and other professionals, and court and arbitration costs) arising directly, indirectly, or consequentially out of any action, legal or equitable, brought by any separate contractor against OWNER, ENGINEER, or ENGINEER'S Consultants, to the extent based on a claim arising out of the CONTRACTOR'S performance of the Work. Should a separate contractor cause damage to the Work or property of CONTRACTOR or should the performance of Work by any separate contractor at the site give rise to any other claim, CONTRACTOR shall not institute any action, legal or equitable, against OWNER, ENGINEER or ENGINEER'S Consultants, or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from OWNER, ENGINEER, or ENGINEER'S Consultants, on such damage or claim. If CONTRACTOR is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and OWNER and CONTRACTOR are unable to agree to the extent of any adjustment in Contract Times attributable thereto, CONTRACTOR may make a claim for an extension of times in accordance with Article 12.02. The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner, the Engineer, or the Engineer's consultants on account of any delay in the performance or furnishing of the Work and/or any delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Engineer, the Engineer's consultants or otherwise. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time in accordance with Article 12.02.

## **ARTICLE 9. ENGINEER'S STATUS DURING CONSTRUCTION**

SC-9.03

Delete paragraph 9.03 A. of the General Conditions in its entirety and insert the following in its place to read as follows:

9.03.A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative and assistants to assist ENGINEER in observing the performance of the Work, the duties and responsibilities of the Resident Project Representative will be as enumerated in a document entitled "Duties, Responsibilities, and Limitations of the Authority of Resident Project Representative" and will be made available to CONTRACTOR and OWNER at the start of his work.

## **ARTICLE 10. CHANGES IN THE WORK; CLAIMS**

SC-10.01A

Add the following new paragraph immediately after paragraph 10.01A of the General Conditions, which is to read as follows:

10.01.A.1 Upon request of the Owner or the Engineer, the Contractor shall, without cost to the Owner, submit to the Engineer, in such form as the Engineer may require, an accurate written estimate of the cost of any such proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of materials, and the number of hours of work and hourly rate for each class of labor, as well as the description and amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of materials shall be shown if required by the Engineer. The Contractor shall promptly revise and resubmit such estimate if the Engineer determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Engineer, in order to establish the exact cost of new Work added or previously required Work omitted, the Contractor shall obtain and furnish to the Engineer bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the competition of the Work if the change or extra work is ordered.

## **ARTICLE 11. CHANGE OF CONTRACT PRICE**

SC-11.01

In the second sentence of paragraph 11.01.A.1 delete the word "superintendents".

## **ARTICLE 16. DISPUTE RESOLUTION**

SC-16

Add the following new paragraph immediately after paragraph 16.01.C of the General Conditions to read as follows:

16.01.D CONTRACTOR shall carry on the Work and maintain the progress schedule during the dispute resolution proceedings unless otherwise agreed in writing by OWNER and CONTRACTOR.

## **ARTICLE 17. MISCELLANEOUS**

SC-17.06

Add the following new paragraphs immediately after paragraph 17.06 of the General Conditions as follows:

17.07 Legal Address of Contractor

17.07.A CONTRACTOR'S business address and his office at or near the site of the Work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the CONTRACTOR'S business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon CONTRACTOR, and the date of such service shall be the date of receipt. The first-named address may be changed at any time by an instrument in writing, executed and acknowledged by CONTRACTOR and delivered to ENGINEER. Service of any notice, letter, or other communication upon the CONTRACTOR personally shall likewise be deemed sufficient service.

END OF SECTION 00800

## **NOTICE TO THE CONTRACTOR – PROTECTION OF EXISTING UTILITIES**

Existing utilities shall be maintained during construction. The Contractor shall verify the location of underground, structure mounted and overhead utilities. Construction work within the vicinity of utilities shall be performed in accordance with current safety regulations.

The Contractor shall notify "Call Before You Dig", telephone: 1-800-922-4455 for the location of public utility underground facilities, in accordance with Section 16-345 of the Regulations of the Department of Public Utility Control.

Contractors are cautioned that it is their responsibility to verify locations, conditions, and field dimensions of all existing features, as actual conditions may differ from information shown on the plans or contained elsewhere in the specifications.

The Contractor shall notify all potentially affected water users at least 48 hours prior to implementing any temporary systems.

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

The Contractor is hereby notified that work and schedules will have to be coordinated prior to proceeding with the project work. More specifically, Connecticut Light and Power and AT&T will need time to protect existing poles and install new poles during construction.

The Contractor is advised that conflicts may still be encountered and the contractor shall be responsible for coordinating schedules and work with the affected utility.

Also, refer to "Section 1.07 - Legal Relations and Responsibility to the Public" and "Protection of Existing Utilities" herein.

When excavating to subgrade, the use of heavy-duty bulldozers, scrapers or other types of heavy earth-moving equipment are not allowed over the existing utilities. This type of equipment is limited to within 18 in. of the existing pipe, as measured from its outside diameter. Small lightweight dozers or tractor payloader may be used, as determined by the Engineer.

**NOTICE TO CONTRACTOR - TRAFFIC DRUMS AND TRAFFIC CONES**

Traffic Drums and 42-inch (1 m) Traffic Cones shall have four six-inch (150 mm) wide stripes (two - white and two - orange) of flexible bright fluorescent sheeting.

The material for the stripes shall be one of the following, or approved equal:

- 3M Scotchlite Diamond Grade Flexible Work Zone Sheeting, Model 3910 for the white stripes and Model 3914 for the orange stripes,
- Avery Dennison WR-7100 Series Reboundable Prismatic Sheeting, Model WR-7100 for the white stripes and Model WR-7114 for the orange stripes.

## **NOTICE TO CONTRACTOR - NCHRP 350 REQ. FOR WORK ZONE TRAFFIC CONTROL DEVICES**

### **CATEGORY 1 DEVICES (traffic cones, traffic drums, tubular markers, flexible delineator posts)**

Prior to using the Category 1 Devices on the project, the Contractor shall submit to the Engineer a copy of the manufacturer's self-certification that the devices conform to NCHRP Report 350.

### **CATEGORY 2 DEVICES (construction barricades, construction signs and portable sign supports)**

Prior to using Category 2 Devices on the project, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices (both sign and portable support tested together) conform to NCHRP Report 350 (TL-3).

Specific requirements for these devices are included in the Special Provisions.

Information regarding NCHRP Report 350 devices may be found at the following web sites:

FHWA: [http://safety.fhwa.dot.gov/roadway\\_dept/road\\_hardware/index.htm](http://safety.fhwa.dot.gov/roadway_dept/road_hardware/index.htm)

ATSSA: <http://www.atssa.com/resources/NCHRP350Crashtesting.asp>

**NOTE**: The portable wooden sign supports that have been traditionally used by most contractors in the State of Connecticut do NOT meet NCHRP Report 350 criteria and shall not be utilized on any project advertised after October 01, 2000.

### **CATEGORY 3 DEVICES (Truck-Mounted Attenuators & Work Zone Crash Cushions)**

Prior to using Category 3 Devices on the project, the Contractor shall submit to the Engineer a copy of the Letter of Acceptance issued by the FHWA to the manufacturer documenting that the devices conform to NCHRP Report 350.



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

*Article 1.01.01 – Definitions is amended as follows:*

In the Standard Specifications, where the words “State of Connecticut”, “State”, “Commissioner”, “Engineer” or “Department” appear, it shall be interpreted to mean “Borough of Naugatuck” or a duly authorized representative of the Borough, as if inserted therein. Any questions or ambiguity regarding any definitions shall be brought to the immediate attention of the Borough.

Town: The Borough of Naugatuck, party of first part to the contract acting directly through its agents or employees.

Contract Unit Price: The cost per established unit for each construction item as written in the bid proposal.

Definitions and terminology are also defined in Article 1 of the General Conditions.

## **SECTION 1.02 PROPOSAL REQUIREMENTS AND CONDITIONS**

Delete entire section. See Bidding and Contract Requirements section for information regarding proposal requirements and conditions.

## **SECTION 1.03 AWARD AND EXECUTION OF CONTRACT**

Delete entire section. See Bidding and Contract Requirements section for information regarding award and execution of contract.

## **SECTION 1.04 SCOPE OF WORK**

The requirements specified in Section 1.04 shall supersede any conflicts with the requirements of Section 00700 General Conditions.

## **SECTION 1.05 CONTROL OF WORK**

The requirements specified in Section 1.05 shall supersede any conflicts with the requirements of Section 00700 General Conditions.

*Article 1.05.05 - Cooperation by Contractor is amended to include the following section:*

The Contractor's attention is directed to the fact that the agents of various public service agencies, municipal and State departments may be entering on this work site to remove existing facilities and to construct or place new facilities or to make alterations in existing facilities. The Contractor shall do his work in cooperation with the several agencies so as to cause the least interference with the aforementioned agencies and shall have no claim for any delay which may be due to or result from said work of these agents.

*Article 1.05.06 - Cooperation with Utilities is amended to include the following section:*

Written notice shall be given by the Contractor to all public service corporations or officials owning or having charge of publicly or privately owned utilities of his intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations and the Contractor shall, at the same time, file a copy of such notice with the Engineer.

Bidders are hereby notified of the information available regarding the existing utility structures that may be encountered within and adjacent to the limits of the work and of the corporation owning or controlling the same.

The underground utilities indicated on the drawings have been located primarily from information furnished by others and are considered approximate both as to size and location. There are additional utilities to be encountered that are not shown on the drawings, and it shall be the Contractor's responsibility to locate all existing utilities and to protect same from damage or harm. All utilities interfered with or damaged shall be properly restored, at the expense of the Contractor, to the satisfaction of its Owner.

The Contractor's attention is directed to the necessity of making his own investigations in order to assure that no damage to existing structures, drainage lines, traffic signal conduits, etc. will occur.

The Contractor shall notify "Call Before You Dig" and procure a DIG-SAFE number for each location prior to disturbing existing ground in any way.

The Contractor is directed to the AASHTO Guide on Occupational Safety on Highway Construction Projects, Subpart N, 1926-550, relating the

construction equipment clearances at overhead electric lines, which states in part “. . . the minimum clearance between the lines and any part of the crane or load must be at least 10 feet from lines rated 50 KV or below, and greater distances for higher voltage. . .”

## **SECTION 1.06 CONTROL OF MATERIALS**

Delete and replace the following section:

**1.06.02—Samples and Test:** The Contractor must obtain the Engineer's approval of any materials to be incorporated into the Project before beginning to use them for the Project. Approval of materials may be by certification accepted by the Engineer, written permission of the Engineer, or prior approval after documented test or inspection by the Contractor. Any Project work in which materials are used without (1) approved certification accepted by the Engineer, (2) prior approval after documented test or inspection by the Contractor, or (3) written permission of the Engineer, may be considered unauthorized by the Engineer, and therefore not to be paid for. Materials tests or inspection, when required, will be made by and at the expense of the Contractor. Refer to General Conditions, Section 13.03.D.

Owner approval will be used as the basis for approval of such materials, as the Contract documents may specify or as the Engineer may require. With regard to such materials, the Contractor shall furnish the Engineer a Certified Test Report and Materials Certificate, conforming to Article 1.06.07, as may be required for each type of material. The Contractor shall bear any costs involved in furnishing the Test Report and Certificate.

Samplings made by the Contractor will be as shown in the latest edition of the "Schedule of Minimum Requirements for Sampling Materials for Test," ([http://www.ct.gov/dot/lib/dot/documents/dmaterials/DMT\\_C7.pdf](http://www.ct.gov/dot/lib/dot/documents/dmaterials/DMT_C7.pdf)) and tests will be made in accordance with the latest revision of the standard method of AASHTO or ASTM, or in accordance with other accepted standards in effect at the time of bidding, unless otherwise specified on the plans or in the special provisions. Any items not covered in the "Schedule of Minimum Requirements for Sampling Materials for Test," special provisions, or plans shall be sampled and tested or certified, as directed by the Engineer.

The Contractor shall submit to the Engineer representative preliminary samples of any materials proposed for Project use, without charge by the Contractor or the producer of the materials. Samples submitted shall be taken by the Contractor to a commercial laboratory approved by the Engineer. All such materials shall be subject to inspection, testing or re-testing at the Engineer's direction at any time during their manufacturing, fabrication or use.

The Contractor shall furnish all required samples without charge, and provide secure facilities for their storage. The Contractor shall provide means for, and shall assist in the verification of, all scales, measures and other devices that it operates or uses in connection with the Project.

Materials will be rejected by the Engineer whenever, in his or her judgment, they fail to meet Contract requirements. The Engineer may accept material or

combination of materials and thereby waive noncomplying test results, provided that the following conditions are met:

1. The Engineer finds results of prior and subsequent series of tests of the material or materials from the same source or sources to be satisfactory.
2. The incidence and degree of nonconformance with the Contract requirements are, in the Engineer's judgment, within reasonable limits.
3. The Contractor, in the Engineer's judgment, had diligently exercised material controls consistent with good practices.
4. No adverse effect on the value or serviceability of the completed work could result from said degree of nonconformance.

The Engineer may, in his or her discretion, waive testing of minor quantities of a particular material if said material was obtained from sources that have furnished supplies of the material that have consistently met Department testing standards.



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

*Article 1.07.07 – Public Convenience and Safety is amended to include the following section:*

One-way traffic will be permitted only during working hours with traffic persons present. Two-way traffic shall be maintained at all other times.

When, in the judgment of the Engineer, construction operations constitute a hazard to traffic in an area, the Contractor may be required to suspend operations during certain hours and to remove his equipment from roadways.

The Contractor shall, without additional compensation, be required to provide safe and convenient access to all abutters during the prosecution of the work except for such periods and at such locations as authorized in writing by the Engineer. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

*Article 1.07.09 – Protection and Restoration of Property is amended to include the following section:*

The Contractor shall replace any property pins or monuments disturbed due to negligence during construction. The markers are to be replaced by a Registered Land Surveyor in the State of Connecticut.

## **SECTION 1.08 - PROSECUTION AND PROGRESS**

Article 1.08.04 – *Limitation of Operations* is amended to include the following section:

### **Time Restrictions**

In order to provide for traffic operations as outlined in the Special Provision "Maintenance and Protection of Traffic," the Contractor will not be allowed to perform any work that will interfere with prescribed traffic operations on all project roadways as follows:

1. The Contractor will not be allowed to perform any work that will interfere with one lane of traffic in each direction on:
  - Monday through Friday: before 7:30 AM and after 6:00 PM
  - Saturday and Sunday

### **Other Limitations**

Work may only be performed on Saturdays with written permission from the Borough. No work shall be done on this Contract on Sundays, or Holidays. Work will not be allowed the day before or the day after a long weekend which involves a holiday without prior approval by the Borough. The Contractor shall begin work on designated portions of roadway only after proper placement of necessary warning devices for the segment of roadway.

The field installation of a signing pattern shall constitute interference with existing traffic operations and shall not be allowed except during the allowable periods.

All temporary concrete barriers, other protective systems and traffic control devices as called for by the contract or ordered by the Engineer must be on-hand and available in sufficient quantity for immediate installation prior to any stage change.

## **SECTION 1.09 - MEASUREMENT AND PAYMENT**

*Section 1.09.04 (f) - Add the following after the first sentence:*

Increases in bonding costs shall not be compensated within any extra work payment. Payment for such costs, if substantiated as outlined in Article 1.04.05, shall be based on a lump sum for actual costs with no additional mark-ups.

*Section 1.09.06 (A) – Add the following:*

(3) As soon as possible after the final inspection, the apparent final quantities will be sent to the Contractor. The Contractor shall respond in writing within 21 days of receipt by either signing and thus accepting the final quantities or by disagreeing in writing, citing the pay items involved with documentation and justification of such agreement. Failure to respond within the 21 days will be considered as acceptance of the final quantities and the Owner may proceed with final payment,

*Section 1.09.06 (B) – Add the following:*

Generic materials having a use on many projects will be considered for payment prior to their incorporation into the Project only if stored in unopened packaging or in large lots. Stock and raw materials will not be considered for such advance payment without the Engineer's prior written consent thereto.

*Replace 1.09.07 – “Final Payment” with the following:*

**1.09.07—Final Payment:** When the Commissioner has accepted the Project, the Engineer will prepare a final payment estimate and a list of final item quantities. The list will include the entire amount of each item of Project work performed, the value thereof, and the amount of all payments made on prior estimates, all such estimated payments being merely partial payments and subject to correction in the calculation of the final payment.

*Replace 1.09.08 – “Vacant” with the following:*

1.09.08 – Under the price specified to be paid for each item, the Contractor shall furnish all materials and equipment, furnish all labor and plant, and perform all operations to complete all work as indicated and specified. Provide all supervision, overhead items, protection and precautions, and all other costs, incidental to the construction work, complete, and as specified.

A complete working job shall be produced whether or not any particular wording or direction is omitted or not clearly stated. Each price in the Bid shall constitute full compensation for each item of work completed.

Measurement for payment shall be by the Engineer, except where noted elsewhere in this specification. Measurement for payment for lump sum items shall be on the basis of percentage of work complete.

The prices for those items which involve excavation and paving shall include compensation for dust control and disposal of surplus excavated material.

No separate payment shall be made for removing and resetting existing signs, rather the cost shall be included in the various items of work.

No separate payment shall be made for removing and replacing chain link fence, rather the costs shall be included in various items of work.

Unit prices submitted for various items of work will be utilized for determining prices of any additional work necessary during construction.

The quantities indicated on the Bid are not guaranteed. The Town reserves the right to remove any and all work from this item.

Removal and disposal of existing stone gravity walls and concrete protection slabs on both sides of Fulling Mill Brook as shown shall be included for payment under item "Removal of Existing Masonry".

Work associated with cleaning and extending the existing weepholes and installation of new weep holes in the cast-in-place concrete gravity walls shall not be measured for payment but included in the cost of the work under item "Class 'A' concrete".

The cost of furnishing and installing the PVC sleeve and link seals around the existing sewer siphon pipe and fittings through the gravity wall shall not be measured for payment but included in the cost of the work under item "Class 'A' concrete".

## **SECTION 1.10 ENVIRONMENTAL COMPLIANCE**

Article 1.10.01 – *General* is amended to include the following section:

It shall be the Contractor's responsibility to maintain drainage functioning properly in the areas under construction prior to the time the completed system is put into use. Any debris caused by the Contractor's operations deposited in the drainage structures, within the limits of this contract, shall be removed at no cost to the Town.

The Engineer has the authority to limit the surface areas of erodible earth material exposed excavation, borrow and fill, or any such operations and to direct the Contractor to provide, immediate, permanent, or temporary control measures to prevent contamination of natural watercourses. Such measures shall involve the construction of stacked hay bales, sedimentation fences, sedimentation basins, or other control devices or methods as necessary to control erosion and sedimentation.

The erosion and sediment control features installed by the Contractor shall be maintained by the Contractor until final acceptance of the project.

In the event of conflict between these specifications and laws, rules, or regulations of local agencies, the more restrictive requirement shall apply.

The Contractor shall be responsible for the methods, procedures, and adequate sizing of all sedimentation control devices used during construction. The method of sedimentation control devices used by the Contractor shall be subject to approval of the Engineer.

If temporary erosion or sedimentary control measures are required due to the Contractor's negligence or carelessness, the control measures shall be performed by the Contractor at his own expense. Construction of temporary erosion and sediment control measures, which are not attributed to the Contractor's negligence, carelessness, or failure to install permanent controls, will be performed as shown on the plans and/or as ordered by the Engineer.

Repeated failures by the Contractor to control erosion, pollution, and/or sedimentation, shall be cause for the Engineer to employ outside assistance or to use his own forces to provide the necessary corrective measures. The cost of such assistance plus project engineering costs will be charged to the Contractor's monthly progress estimate.

## **ITEM #0216011A – FLOWABLE FILL**

**Description:** Work under this item shall consist of furnishing and placing flowable fill in a fluid condition that sets within the required time and after curing, obtains the desired strength properties as evidenced by the laboratory testing of the specific mix design, at locations shown on the plans or as directed by the Engineer.

Flowable fill refers to cementitious slurry consisting of a mixture of fine aggregate or filler, water, and cementitious material(s), which is used as a structural fill or backfill in lieu of compacted earth. This mixture is capable of filling all voids in irregular excavations and enclosed structures such as pipes, is self-leveling, and hardens in a matter of a few hours without the need for compaction in layers.

**Related Documents and Quality Control:** State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816 (ConnDOT Form 816) including supplementals.

American Society for Testing and Materials (ASTM):

- D4832-10 .....Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
- C618-12 .....Standard Specifications for Coal Fly Ash and Raw or Calcined Natural Pozzolan for use in Concrete. (Use Fly Ash conforming to the chemical and physical requirements for mineral admixture, Class F listed, including Table 2 (except for Footnote A). Waive the loss on ignition requirement.)
- C403/C403M-08 .....Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance.
- C150/C150M-11 .....Standard Specification for Portland Cement
- C33/C33M-11a .....Standard Specification for Concrete Aggregates
- C94/C94M-12 .....Standard Specification for Ready-Mixed Concrete
- C494/C494M-11 .....Standard Specification for Chemical Admixtures for Concrete
- C685/C685M-11 .....Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
- C940-10a .....Standard Specification for Expansion and Bleeding of Freshly Mixed Grouts for Preplaced Aggregate Concrete in the Laboratory
- D5971..... Sampling Freshly Mixed Controlled Low Strength Material
- D6103..... Flow Consistency of Controlled Low Strength Material

- D6023..... Unit Weight, Yield, Cement Content and Air Content (Gravimetric) of Controlled Low Strength Material

American Concrete Institute (ACI):

- SP-150-94 Controlled Low-Strength Materials

**Submittals:** The Contractor is required to submit Certificates of compliance of materials and a mix design in accordance with Sections 1.06 – Control of Materials and 6.01 – Concrete for Structures. (Note: The Engineer reserves the right to test materials for specification compliance).

**Materials:** Provide flowable fill containing, at a minimum, cementitious materials and water. Cementitious materials shall be portland cement, pozzolanic materials, or other self-cementing materials, or combinations thereof, at the contractor’s option. The flowable fill mix design may also contain, fine aggregate or filler, and/or chemical admixtures in any proportions such that the final product meets the strength, flow consistency and shrinkage requirements included in this specification, as approved by the Engineer.

Portland Cement: ASTM C150, // Type 1 or Type 2 conforming to the requirements of the ConnDOT Form 816 Section M.03

Mixing Water: Fresh, clean, and potable conforming to the requirements of the ConnDOT Form 816 Section M.03

Air-Entraining Admixture: ASTM C260.

Chemical Admixtures: ASTM C494.

Aggregate: ASTM C33.

**Flowable Fill Mixture:** Mix design shall produce a consistency that will result in a flowable product at the time of placement which does not require manual means to move it into place. Flowable fill shall have a minimum strength of 300 psi according to ASTM C39 at 28 days after placement. Flowable fill shall have minimal subsidence and bleed water shrinkage. Evaporation of bleed water shall not result in shrinkage of more than 1/8 inch per foot of flowable fill depth (for mixes containing high fly ash content). Measurement of a Final Bleeding shall be as measured in Grouts for Preplaced-Aggregate Concrete in the Laboratory. Flowable fill shall have a unit weight of 115-145 lbs/feet<sup>3</sup> measured at the point of placement after a 60 minute ready-mix truck ride. Provide equipment as recommended by the Manufacturer recommendations for the addition of additives, whether at the production plant or prior to placement at the site.

**Examination:** Examine conditions of substrates and other conditions under which work is to be performed and notify Engineer, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed until unsatisfactory conditions are

corrected.

**Application of Flowable Fill:** Areas to be filled with flowable fill shall have bulkheads installed to retain the flowable fill until it has hardened. The fill shall be placed by pumping or other suitable means to ensure the area is completely filled and there are no voids which could collapse in the future.

**Protection and Curing:** Protect exposed surfaces of flowable fill from premature drying, wash by rain or running water, wind, mechanical injury, and excessively hot or cold temperature. Curing method shall be subject to approval by Engineer.

**Method of Measurement:** Flowable fill will be paid for at the contract unit price per Cubic Yard measured in place and accepted by the Engineer.

**Basis of Payment:** Payment for this work will be at the contract unit price for “Flowable Fill”, which price shall include all materials, equipment, labor, and temporary facilities required to furnish and place the fill and removing all such temporary works and equipment and all work incidental thereto. Any damage to existing or permanent facilities, or to work in progress, shall be corrected at the Contractor’s expense.

Pay Item  
Flowable Fill

Pay Unit  
C.Y.



## **ITEM #0219001A – EROSION AND SEDIMENTATION CONTROL**

Work under this item shall conform to the requirements of the Standard Specifications, Section 2.19 amended and supplemented as follows:

Add the following sections:

**2.19.03 – Construction Methods:** Sedimentation Control Systems shall include installation and maintenance of Portable Sedimentation Tank or other methods to control sediment from dewatering operations in accordance with Section 1.10.

Delete and replace the following sections:

**2.19.04 – Method of Measurement:** The quantity of sedimentation control systems to be included for payment will be as a lump sum.

**2.19.05 – Basis of Payment:** Payment for this work will be made at the contract unit price lump sum for “Erosion and Sedimentation Control ”, which price shall include all materials, equipment, tools and labor incidental to the installation, maintenance, replacement, removal and disposal of the system and surplus material. No payment shall be made for the clean out of accumulated sediment.

<u>Pay Item</u>	<u>Pay Unit</u>
Erosion and Sedimentation Control	L.S.

## **ITEM #0714050A - TEMPORARY EARTH RETAINING SYSTEM**

**Description:** Temporary earth retaining system shall be any type of adequately braced temporary retaining wall such as temporary sheet piling, soldier pile and lagging or a combination thereof which the Contractor elects to build to satisfy, and which does satisfy, the condition that existing facilities be properly retained during excavation or fill for the construction and placement of gravity walls or other facilities. Temporary earth retaining system shall be designed by the Contractor and constructed as necessary within the limits shown on the plans. This system shall be removed upon completion of the permanent work, except that some sections may be left in place when so ordered by the Engineer.

**Materials:** Materials of steel sheet piling shall conform to the requirement of ASTM A 328. Timber sheet piling shall conform to the requirements of Subarticle M.09.01-1. Materials other than steel or timber, or a combination of these may be used provided they are properly designed for the purpose intended. Systems utilizing other material(s) shall conform to the manufacturer's specifications and project specifications. The parts list shall be furnished for the proprietary system and the Contractor shall provide the material certificates for the parts.

**Construction Methods:** Temporary earth retaining system shall be safely designed and shall be carried to adequate depths and braced as necessary for proper performance of the work. Construction shall be such as to permit excavation or fill as required. Interior dimensions shall be such as to give sufficient clearance for construction of forms and their inspection and for battered pile clearance when necessary. Movements of the system or bracing which prevent the proper completion of the walls shall be corrected at the sole expense of the Contractor. No part of the temporary earth retaining system or bracing shall be allowed to extend into the walls without written permission of the Engineer.

Working drawings and design calculations for temporary earth retaining system shall be submitted in accordance with the requirements of Article 1.05.02(2). The working drawings and design calculations shall be prepared, sealed, and signed by a Professional Engineer, licensed in the State of Connecticut. The furnishing of such plans shall not serve to relieve the Contractor of any part of his responsibility for the safety of the work or for the successful completion of the project.

Unless otherwise ordered by the Engineer, all parts of the temporary earth retaining system shall be removed upon completion of the work for which it was provided. The excavation shall be backfilled and properly compacted, prior to removal of the system unless otherwise permitted by the Engineer. Temporary earth retaining system may be left in place at the option of the Contractor if so permitted by the Engineer, provided that it is cut off at an elevation as directed by the Engineer and the cutoffs removed from the site.

**Method of Measurement:** Temporary earth retaining system will be measured for payment by the number of square feet of temporary retaining wall completed and accepted, as computed from the horizontal and vertical payment lines shown on the plans or as ordered. If no payment limits are shown on the plans, the limits used for payment will be the actual horizontal limit of temporary earth retaining system installed and accepted, and the vertical limit as measured from the bottom of the exposed face of the wall system to the top of the retained earth behind the system. The measurement for temporary earth retaining system which is used as a common wall for staged construction will be the horizontal payment limit shown on the plans and the greater vertical dimension of the common wall face.

No measurement will be made of end extensions or returns necessary for the safety of the retained facility. Earth retaining system ordered left in place by the Engineer shall be measured in accordance with "Earth Retaining System Left in Place."

Earth retaining systems left in place solely at the Contractor's option, and with the Engineer's permission, will not have an additional payment at the contract unit price per square foot for "Earth Retaining System Left in Place."

**Basis of Payment:** Payment for this work will be made at the contract unit price per square foot for "Temporary Earth Retaining System" measured as described above, which price shall include all design, materials, equipment and labor incidental to the construction and removal of the temporary earth retaining system required at the locations specified on the plans; including removal of obstructions, repair and correction, adjustments or reconstruction required by the plans. Any common earth retaining system required for staged construction will be measured for payment only once.

Pay Item	Pay Unit
Temporary Earth Retaining System	s.f.

**ITEM #0970006A - TRAFFICPERSON (MUNICIPAL POLICE OFFICER)**

**9.70.01—Description:** Under this item the Contractor shall provide the services of Trafficpersons of the type and number, and for such periods, as the Engineer approves for the control and direction of vehicular traffic and pedestrians. Traffic persons requested solely for the contractor's operational needs will not be approved for payment.

9.70.03—Construction Method: Prior to the start of operations on the project requiring the use of Trafficpersons, a meeting will be held with the Contractor, Trafficperson agency or firm, Engineer, and State Police, if applicable, to review the Trafficperson operations, lines of responsibility, and operating guidelines which will be used on the project. A copy of the municipality's billing rates for Municipal Police Officers and vehicles, if applicable, will be provided to the Engineer prior to start of work.

On a weekly basis, the Contractor shall inform the Engineer of their scheduled operations for the following week and the number of Trafficpersons requested. The Engineer shall review this schedule and approve the type and number of Trafficpersons required. In the event of an unplanned, emergency, or short term operation, the Engineer may approve the temporary use of properly clothed persons for traffic control until such time as an authorized Trafficperson may be obtained. In no case shall this temporary use exceed 8 hours for any particular operation.

If the Contractor changes or cancels any scheduled operations without prior notice of same as required by the agency providing the Trafficpersons, and such that Trafficperson services are no longer required, the Contractor will be responsible for payment at no cost to the Department of any show-up cost for any Trafficperson not used because of the change. Exceptions, as approved by the Engineer, may be granted for adverse weather conditions and unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

Trafficpersons assigned to a work site are to only take direction from the Engineer.

Trafficpersons shall wear a high visibility safety garment that complies with OSHA, MUTCD, ASTM Standards and the safety garment shall have the words "Traffic Control" clearly visible on the front and rear panels (minimum letter size 2 inches (50 millimeters). Worn/faded safety garments that are no longer highly visible shall not be used. The Engineer shall direct the replacement of any worn/faded garment at no cost to the State.

A Trafficperson shall assist in implementing the traffic control specified in the Maintenance and Protection of Traffic contained elsewhere in these specifications or as directed by the Engineer. Any situation requiring a Trafficperson to operate in a manner contrary to the Maintenance and Protection of Traffic specification shall be authorized in writing by the Engineer.

Trafficpersons shall consist of the following types:

**1. Uniformed Law Enforcement Personnel:** Law enforcement personnel shall wear the high visibility safety garment provided by their law enforcement agency. If no high visibility safety garment is provided, the Contractor shall provide the law enforcement personnel with a garment meeting the requirements described herein.

Law Enforcement Personnel may be also be used to conduct motor vehicle enforcement operations in and around work areas as directed and approved by the Engineer.

Municipal Police Officers: Uniformed Municipal Police Officers shall be sworn Municipal Police Officers or Uniformed Constables who perform criminal law enforcement duties from the Municipality in which the project is located. Their services will also include an official Municipal Police vehicle when requested by the Engineer. Uniformed Municipal Police Officers will be used on non-limited access highways. If Uniformed Municipal Police Officers are unavailable, other Trafficpersons may be used when authorized in writing by the Engineer.

Uniformed Municipal Police Officers and requested Municipal Police vehicles will be used at such locations and for such periods as the Engineer deems necessary to control traffic operations and promote increased safety to motorists through the construction sites.

**9.70.04—Method of Measurement:** Services of Trafficpersons will be measured for payment by the actual number of hours for each person rendering services approved by the Engineer. These services shall include, however, only such trafficpersons as are employed within the limits of construction, project right of way of the project or along detours authorized by the Engineer to assist the motoring public through the construction work zone. Services for continued use of a detour or bypass beyond the limitations approved by the Engineer, for movement of construction vehicles and equipment, or at locations where traffic is unnecessarily restricted by the Contractor's method of operation, will not be measured for payment.

Trafficpersons shall not work more than twelve hours in any one 24 hour period. In case such services are required for more than twelve hours, additional Trafficpersons shall be furnished and measured for payment.

Travel time will not be measured for payment for services provided by Uniformed Municipal Police Officers.

Mileage fees associated with Trafficperson services will not be measured for payment.

Safety garments and STOP/SLOW paddles will not be measured for payment.

**9.70.05—Basis of Payment:** Trafficpersons will be paid in accordance with the schedule described herein.

There will be no direct payment for safety garments or STOP/SLOW paddles. All costs associated with furnishing safety garments and STOP/SLOW paddles shall be considered included in the general cost of the item.

**1. Uniformed Law Enforcement Personnel:** The sum of money shown on the Estimate and in the itemized proposal as "Estimated Cost" for this work will be considered the bid price even though payment will be made as described below. The estimated cost figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original price will be used to determine the total amount for the contract.

The Department will pay the Contractor its actual costs for "Trafficperson (Municipal Police Officer)" plus an additional 5% as reimbursement for the Contractor's administrative expense in connection with the services provided.

The invoice must include a breakdown of each officer's actual hours of work and actual rate applied. Mileage fees associated with Trafficperson services are not reimbursable expenses and are not to be included in the billing invoice. The use of a municipal police vehicle authorized by the Engineer will be paid at the actual rate charged by the municipality. Upon receipt of the invoice from the municipality, the Contractor shall forward a copy to the Engineer. The invoice will be reviewed and approved by the Engineer prior to any payments. *Eighty (80%) of the invoice will be paid upon completion of review and approval. The balance (20%) will be paid upon receipt of cancelled check or receipted invoice, as proof of payment.* The rate charged by the municipality for use of a uniformed municipal police officer and/or a municipal police vehicle shall not be greater than the rate it normally charges others for similar services.

Pay Item	Pay Unit
Trafficperson (Municipal Police Officer)	est.

## **ITEM NO. 0971001A – MAINTENANCE AND PROTECTION OF TRAFFIC**

Work under this item shall conform to the requirements of the Standard Specifications, Section 9.71 amended and supplemented as follows:

**Subsection 9.71.01** – *Description* is amended to include the following section:

The Contractor shall maintain and protect traffic as described by the following and as limited in the Special Provision "Prosecution and Progress":

The Contractor shall maintain and protect traffic on Route 8, Route 68, and North Main Street.

The design, application, and installation of all devices required by this section shall also conform to the requirements of the Manual on Uniform Traffic Control Devices (MUTCD) and Part VI Latest Edition, published by the U.S. DOT, latest edition, and the American Disabilities Act (ADA). Traffic Drums, Cones, Construction Barricades, Barricade Warning Lights, and Construction Signing shall meet the requirements of the appropriate sections of the Standard Specifications.

**Subsection 9.71.03** - Construction Method is supplemented as follows:

### **General**

The Contractor shall not store any material on-site which would present a safety hazard to motorists or pedestrians (e.g. fixed object or obstruct sight lines).

Construction vehicles entering travel lanes at speeds less than the posted speed are interfering with traffic, and shall not be allowed without a lane closure. The lane closure shall be of sufficient length to allow vehicles to enter or exit the work area at posted speeds, in order to merge with existing traffic.

The Contractor shall submit to the Owner for approval, a Traffic Management Plan for each phase of construction. This shall include complete details of the proposed methods and materials to be used, as well as complete shop drawings for staged construction as needed. Traffic Management Plan shall be approved by the Borough prior to beginning start of construction.

The Contractor shall at a minimum maintain and protect one lane of alternating one-way traffic during working hours. During non-working hours, the contractor shall provide two opposing lanes traffic that is free of obstructions, including raised utility structures.

The Contractor shall furnish a sufficient number of signs, barricades, drums, traffic cones, and delineators to forewarn traffic of construction and to safeguard and guide

traffic through construction in accordance with the standard signing patterns shown on the Traffic Control Plans as shown in this section.

The Traffic Control Plans indicate the locations and spacing of signs and devices under ideal conditions. It is desirable to have signs and devices installed as shown on those plans. Adjustments to the signing patterns shown on the Traffic Control Plans shall be made only at the direction of the Engineer. The signing patterns are to be installed, as directed by the Engineer, to consider abutting properties, driveways, side roads and the vertical and horizontal curvature of the roadway.

If adjustments are made to these standard signing patterns, the adjustments shall always be to improve the visibility of the signing and devices and to better control traffic. The Engineer may require that the signing pattern be located significantly in advance of the construction work site, in order to provide better sightline to the signing and safer traffic operations through the work zone. The Engineer may order the spacing between signs and devices to be increased or decreased as conditions dictate. Any adjustments in the signing patterns installed for traffic control shall be done by the Contractor's forces and shall be at no extra cost to the Town.

### **TRAFFIC CONTROL DURING CONSTRUCTION OPERATIONS**

The following guidelines shall assist field personnel in determining when and what type of traffic control patterns to use for various situations. These guidelines shall provide for the safe and efficient movement of traffic through work zones and enhance the safety of work forces in the work area.

### **TRAFFIC CONTROL PATTERNS**

Traffic control patterns shall be used when a work operation requires that all or part of any vehicle or work area protrudes onto any part of a travel lane or shoulder. For each situation, the installation of traffic control devices shall be based on the following:

- Speed and volume of traffic
- Duration of operation
- Exposure to hazards

Traffic control patterns shall be uniform, neat and orderly so as to command respect from the motorist.

In the case of a horizontal or vertical sight restriction in advance of the work area, the traffic control pattern shall be extended to provide adequate sight distance for approaching traffic.

If a lane reduction taper is required to shift traffic, the entire length of the taper should be installed on a tangent section of roadway so that the entire taper area can be seen by the motorist.



Any existing signs that are in conflict with the traffic control patterns shall be removed, covered, or turned so that they are not readable by oncoming traffic.

When installing a traffic control pattern, a Buffer Area should be provided and this area shall be free of equipment, workers, materials and parked vehicles.

Typical traffic control plans 19 through 25 may be used for moving operations such as line striping, pot hole patching, mowing, or sweeping when it is necessary for equipment to occupy a travel lane.

Traffic control patterns will not be required when vehicles are on an emergency patrol type activity or when a short duration stop is made and the equipment can be contained within the shoulder. Flashing lights and appropriate trafficperson shall be used when required.

Although each situation must be dealt with individually, conformity with the typical traffic control plans contained herein is required. In a situation not adequately covered by the typical traffic control plans, the Contractor must contact the Engineer for assistance prior to setting up a traffic control pattern.

### **PLACEMENT OF SIGNS**

Signs must be placed in such a position to allow motorists the opportunity to reduce their speed prior to the work area. Signs shall be installed on the same side of the roadway as the work area. On multi-lane divided highways, advance warning signs shall be installed on both sides of the highway. On directional roadways (on-ramps, off-ramps, one-way roads), where the sight distance to signs is restricted, these signs should be installed on both sides of the roadway.

### **ALLOWABLE ADJUSTMENT OF SIGNS AND DEVICES SHOWN ON THE TRAFFIC CONTROL PLANS**

The traffic control plans contained herein show the location and spacing of signs and devices under ideal conditions. Signs and devices should be installed as shown on these plans whenever possible.

The proper application of the traffic control plans and installation of traffic control devices depends on actual field conditions.

Adjustments to the traffic control plans shall be made only at the direction of the Engineer to improve the visibility of the signs and devices and to better control traffic operations. Adjustments to the traffic control plans shall be based on safety of work forces and motorists, abutting property requirements, driveways, side roads, and the vertical and horizontal curvature of the roadway.

The Engineer may require that the traffic control pattern be located significantly in advance of the work area to provide better sight line to the signing and safer traffic operations through the work zone.

Table I indicates the minimum taper length required for a lane closure based on the posted speed limit of the roadway. These taper lengths shall only be used when the recommended taper lengths shown on the traffic control plans cannot be achieved.

**TABLE I – MINIMUM TAPER LENGTHS**

POSTED SPEED LIMIT MILES PER HOUR	MINIMUM TAPER LENGTH IN FEET FOR A SINGLE LANE CLOSURE
30 OR LESS	180
35	250
40	320
45	540
50	600
55	660
65	780

## **SECTION 1. WORK ZONE SAFETY MEETINGS**

- 1.a) Prior to the commencement of work, a work zone safety meeting will be conducted with representatives of DOT Construction, Connecticut State Police (Local Barracks), Municipal Police, the Contractor (Project Superintendent) and the Traffic Control Subcontractor (if different than the prime Contractor) to review the traffic operations, lines of responsibility, and operating guidelines which will be used on the project. Other work zone safety meetings during the course of the project should be scheduled as needed.
- 1.b) A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the construction of this project. Any issues that can't be resolved at these meetings will be brought to the attention of the District Engineer and the Office of Construction. The agenda should include:
- Review Project scope of work and time
  - Review Section 1.08, Prosecution and Progress
  - Review Section 9.70, Trafficpersons
  - Review Section 9.71, Maintenance and Protection of Traffic
  - Review Contractor's schedule and method of operations.
  - Review areas of special concern: ramps, turning roadways, medians, lane drops, etc.
  - Open discussion of work zone questions and issues
  - Discussion of review and approval process for changes in contract requirements as they relate to work zone areas

## **SECTION 2. GENERAL**

- 2.a) If the required minimum number of signs and equipment (i.e. one High Mounted Internally Illuminated Flashing Arrow for each lane closed, two TMAs, Changeable Message Sign, etc.) are not available; the traffic control pattern shall not be installed.
- 2.b) The Contractor shall have back-up equipment (TMAs, High Mounted Internally Illuminated Flashing Arrow, Changeable Message Sign, construction signs, cones/drums, etc.) available at all times in case of mechanical failures, etc. The only exception to this is in the case of sudden equipment breakdowns in which the pattern may be installed but the Contractor must provide replacement equipment within 24 hours.
- 2.c) Failure of the Contractor to have the required minimum number of signs, personnel and equipment, which results in the pattern not being installed, shall not be a reason for a time extension or claim for loss time.

- 2.d) In cases of legitimate differences of opinion between the Contractor and the Inspection staff, the Inspection staff shall err on the side of safety. The matter shall be brought to the District Office for resolution immediately or, in the case of work after regular business hours, on the next business day.

### **SECTION 3. INSTALLING AND REMOVING TRAFFIC CONTROL PATTERNS**

- 3.a) Lane Closures shall be installed beginning with the advanced warning signs and proceeding forward toward the work area.
- 3.b) Lane Closures shall be removed in the reverse order, beginning at the work area, or end of the traffic control pattern, and proceeding back toward the advanced warning signs.
- 3.c) Stopping traffic may be allowed:
- As per the contract for such activities as blasting, steel erection, etc.
  - During paving, milling operations, etc. where, in the middle of the operation, it is necessary to flip the pattern to complete the operation on the other half of the roadway and traffic should not travel across the longitudinal joint or difference in roadway elevation.
  - To move slow moving equipment across live traffic lanes into the work area.
- 3.d) Under certain situations when the safety of the traveling public and/or that of the workers may be compromised due to conditions such as traffic volume, speed, roadside obstructions, or sight line deficiencies, as determined by the Engineer and/or State Police, traffic may be briefly impeded while installing and/or removing the advanced warning signs and the first ten traffic cones/drums only. Appropriate measures shall be taken to safely slow traffic. If required, traffic slowing techniques may be used and shall include the use of Truck Mounted Impact Attenuators (TMAs) as appropriate, for a minimum of one mile in advance of the pattern starting point. Once the advanced warning signs and the first ten traffic cones/drums are installed/removed, the TMAs and sign crew shall continue to install/remove the pattern as described in Section 4c and traffic shall be allowed to resume their normal travel.
- 3.e) The Contractor must adhere to using the proper signs, placing the signs correctly, and ensuring the proper spacing of signs.
- 3.f) Additional devices are required on entrance ramps, exit ramps, and intersecting roads to warn and/or move traffic into the proper travel path prior to merging/exiting with/from the main line traffic. This shall be completed before installing the mainline pattern past the ramp or intersecting roadway.

- 3.g) Prior to installing a pattern, any conflicting existing signs shall be covered with an opaque material. Once the pattern is removed, the existing signs shall be uncovered.
- 3.h) On limited access roadways, workers are prohibited from crossing the travel lanes to install and remove signs or other devices on the opposite side of the roadway. Any signs or devices on the opposite side of the roadway shall be installed and removed separately.

#### **SECTION 4. USE OF HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW**

- 4.a) On limited access roadways, one Flashing Arrow shall be used for each lane that is closed. The Flashing Arrow shall be installed concurrently with the installation of the traffic control pattern and its placement shall be as shown on the traffic control plan. For multiple lane closures, one Flashing Arrow is required for each lane closed. If conditions warrant, additional Flashing Arrows should be employed (i.e.: curves, major ramps, etc.).
- 4.b) On non-limited access roadways, the use of a Flashing Arrow for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the Flashing Arrow.
- 4.c) The Flashing Arrow shall not be used on two lane, two-way roadways for temporary alternating one-way traffic operations.
- 4.d) The Flashing Arrow board display shall be in the “arrow” mode for lane closure tapers and in the “caution” mode (four corners) for shoulder work, blocking the shoulder, or roadside work near the shoulder. The Flashing Arrow shall be in the “caution” mode when it is positioned in the closed lane.
- 4.e) The Flashing Arrow shall not be used on a multi-lane roadway to laterally shift all lanes of traffic, because unnecessary lane changing may result.

#### **SECTION 5. USE OF TRUCK MOUNTED IMPACT ATTENUATOR VEHICLES (TMAs)**

- 5.a) For lane closures on limited access roadways, a minimum of two TMAs shall be used to install and remove traffic control patterns. If two TMAs are not available, the pattern shall not be installed.

- 5.b) On non-limited access roadways, the use of TMAs to install and remove patterns closing a lane(s) is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to utilize the TMAs.
- 5.c) Generally, to establish the advance and transition signing, one TMA shall be placed on the shoulder and the second TMA shall be approximately 1,000 feet ahead blocking the lane. The flashing arrow board mounted on the TMA should be in the “flashing arrow” mode when taking the lane. The sign truck and workers should be immediately ahead of the second TMA. In no case shall the TMA be used as the sign truck or a work truck. Once the transition is in place, the TMAs shall travel in the closed lane until all Changeable Message Signs, signs, Flashing Arrows, and cones/drums are installed. The flashing arrow board mounted on the TMA should be in the “caution” mode when traveling in the closed lane.
- 5.d) A TMA shall be placed prior to the first work area in the pattern. If there are multiple work areas within the same pattern, then additional TMAs shall be positioned at each additional work area as needed. The flashing arrow board mounted on the TMA should be in the “caution” mode when in the closed lane.
- 5.e) TMAs shall be positioned a sufficient distance prior to the workers or equipment being protected to allow for appropriate vehicle roll-ahead in the event that the TMA is hit, but not so far that an errant vehicle could travel around the TMA and into the work area. For additional placement and use details, refer to the specification entitled “Type ‘D’ Portable Impact Attenuation System”. Some operations, such as paving and concrete repairs, do not allow for placement of the TMA(s) within the specified distances. In these situations, the TMA(s) should be placed at the beginning of the work area and shall be advanced as the paving or concrete operations proceed.
- 5.f) TMAs should be paid in accordance with how the unit is utilized. When it is used as a TMA and is in the proper location as specified, and then it should be paid at the specified hourly rate for “Type ‘D’ Portable Impact Attenuation System”. When the TMA is used as a Flashing Arrow, it should be paid at the daily rate for “High Mounted Internally Illuminated Flashing Arrow”. If a TMA is used to install and remove a pattern and then is used as a Flashing Arrow, the unit should be paid as a “Type ‘D’ Portable Impact Attenuation System” for the hours used to install and remove the pattern, typically 2 hours (1 hour to install and 1 hour to remove), and is also paid for the day as a “High Mounted Internally Illuminated Flashing Arrow”.

## **SECTION 6. USE OF TRAFFIC DRUMS AND TRAFFIC CONES**

- 6.a) Traffic drums shall be used for taper channelization on limited-access roadways, ramps, and turning roadways and to delineate raised catch basins and other hazards.

- 6.b) Traffic drums shall be used in place of traffic cones in traffic control patterns that are in effect for more than a 36-hour duration.
- 6.c) Traffic Cones less than 42 inches in height shall not be used on limited-access roadways or on non-limited access roadways with a posted speed limit of 45 mph and above.
- 6.d) Typical spacing of traffic drums and/or cones shown on the Traffic Control Plans in the Contract are maximum spacings and may be reduced to meet actual field conditions as required.

**SECTION 7. USE OF (REMOTE CONTROLLED) CHANGEABLE MESSAGE SIGNS (CMS)**

- 7.a) For lane closures on limited access roadways, one CMS shall be used in advance of the traffic control pattern. Prior to installing the pattern, the CMS shall be installed and in operation, displaying the appropriate lane closure information (i.e.: Left Lane Closed - Merge Right). The CMS shall be positioned ½ - 1 mile ahead of the lane closure taper. If the nearest Exit ramp is greater than the specified ½ - 1 mile distance, than an additional CMS shall be positioned a sufficient distance ahead of the Exit ramp to alert motorists to the work and therefore offer them an opportunity to take the exit.
- 7.b) CMS should not be installed within 1000 feet of an existing CMS.
- 7.c) On non-limited access roadways, the use of CMS for lane closures is optional. The roadway geometry, sight line distance, and traffic volume should be considered in the decision to use the CMS.
- 7.d) The advance CMS is typically placed off the right shoulder, 5 feet from the edge of pavement. In areas where the CMS cannot be placed beyond the edge of pavement, it may be placed on the paved shoulder with a minimum of five (5) traffic drums placed in a taper in front of it to delineate its position. The advance CMS shall be adequately protected if it is used for a continuous duration of 36 hours or more.
- 7.e) When the CMS are no longer required, they should be removed from the clear zone and have the display screen cleared and turned 90° away from the roadway.
- 7.f) The CMS generally should not be used for generic messages (ex: Road Work Ahead, Bump Ahead, Gravel Road, etc.).
- 7.g) The CMS should be used for specific situations that need to command the motorist's attention which cannot be conveyed with standard construction signs

(Examples include: Exit 34 Closed Sat/Sun - Use Exit 35, All Lanes Closed - Use Shoulder, Workers on Road - Slow Down).

- 7.h) Messages that need to be displayed for long periods of time, such as during stage construction, should be displayed with construction signs. For special signs, please coordinate with the Office of Construction and the Division of Traffic Engineering for the proper layout/dimensions required.
- 7.i) The messages that are allowed on the CMS are as follows:



<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>	<u>Message No.</u>	<u>Frame 1</u>	<u>Frame 2</u>
1	LEFT LANE CLOSED	MERGE RIGHT	9	LANES CLOSED AHEAD	REDUCE SPEED
2	2 LEFT LANES CLOSED	MERGE RIGHT	10	LANES CLOSED AHEAD	USE CAUTION
3	LEFT LANE CLOSED	REDUCE SPEED	11	WORKERS ON ROAD	REDUCE SPEED
4	2 LEFT LANES CLOSED	REDUCE SPEED	12	WORKERS ON ROAD	SLOW DOWN
5	RIGHT LANE CLOSED	MERGE LEFT	13	EXIT XX CLOSED	USE EXIT YY
6	2 RIGHT LANES CLOSED	MERGE LEFT	14	EXIT XX CLOSED USE YY	FOLLOW DETOUR
7	RIGHT LANE CLOSED	REDUCE SPEED	15	2 LANES SHIFT AHEAD	USE CAUTION
8	2 RIGHT LANES CLOSED	REDUCE SPEED	16	3 LANES SHIFT AHEAD	USE CAUTION

For any other message(s), approval must be received from the Office of Construction prior to their use. No more than two (2) displays shall be used within any message cycle.

## SERIES 16 SIGNS



		W	H
16-E	80-1605	84"	60"
16-H	80-1608	60"	42"
16-M	80-1613	30"	24"



		W	H
16-S	80-1619	48"	30"

THE 16-S SIGN SHALL BE USED ON ALL PROJECTS THAT REQUIRE SIDEWALK RECONSTRUCTION OR RESTRICT PEDESTRIAN TRAVEL ON AN EXISTING SIDEWALK.

SERIES 16 SIGNS SHALL BE INSTALLED IN ADVANCE OF THE TRAFFIC CONTROL PATTERNS TO ALLOW MOTORISTS THE OPPORTUNITY TO AVOID A WORK ZONE. SERIES 16 SIGNS SHALL BE INSTALLED ON ANY MAJOR INTERSECTING ROADWAYS THAT APPROACH THE WORK ZONE. ON LIMITED-ACCESS HIGHWAYS, THESE SIGNS SHALL BE LOCATED IN ADVANCE OF THE NEAREST UPSTREAM EXIT RAMP AND ON ANY ENTRANCE RAMPS PRIOR TO OR WITHIN THE WORK ZONE LIMITS.

THE LOCATION OF SERIES 16 SIGNS CAN BE FOUND ELSEWHERE IN THE PLANS OR INSTALLED AS DIRECTED BY THE ENGINEER.

SIGNS 16-E AND 16-H SHALL BE POST-MOUNTED.

SIGN 16-E SHALL BE USED ON ALL EXPRESSWAYS.

SIGN 16-H SHALL BE USED ON ALL RAMPS, OTHER STATE ROADWAYS, AND MAJOR TOWN/CITY ROADWAYS.

SIGN 16-M SHALL BE USED ON OTHER TOWN ROADWAYS.

### REGULATORY SIGN "ROAD WORK AHEAD, FINES DOUBLED"

THE REGULATORY SIGN "ROAD WORK AHEAD FINES DOUBLED" SHALL BE INSTALLED FOR ALL WORK ZONES THAT OCCUR ON ANY STATE HIGHWAY IN CONNECTICUT WHERE THERE ARE WORKERS ON THE HIGHWAY OR WHEN THERE IS OTHER THAN EXISTING TRAFFIC OPERATIONS.

THE "ROAD WORK AHEAD FINES DOUBLED" REGULATORY SIGN SHALL BE PLACED AFTER THE SERIES 16 SIGN AND IN ADVANCE OF THE "ROAD WORK AHEAD" SIGN.

### "END ROAD WORK" SIGN

THE LAST SIGN IN THE PATTERN MUST BE THE "END ROAD WORK" SIGN.



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN  
REQUIRED SIGNS

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED

*Charles S. Harlow*  
PRINCIPAL ENGINEER

Charles S. Harlow  
2012.06.05 11:35:43-0400'

## NOTES FOR TRAFFIC CONTROL PLANS

1. IF A TRAFFIC STOPPAGE OCCURS IN ADVANCE OF SIGN (A), THEN AN ADDITIONAL SIGN (A) SHALL BE INSTALLED IN ADVANCE OF THE STOPPAGE.
2. SIGNS (AA), (A), AND (D) SHOULD BE OMITTED WHEN THESE SIGNS HAVE ALREADY BEEN INSTALLED TO DESIGNATE A LARGER WORK ZONE THAN THE WORK ZONE THAT IS ENCOMPASSED ON THIS PLAN.
3. SEE TABLE 1 FOR ADJUSTMENT OF TAPERS IF NECESSARY.
4. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN TRAFFIC DRUMS SHALL BE USED IN PLACE OF TRAFFIC CONES.
5. ANY LEGAL SPEED LIMIT SIGNS WITHIN THE LIMITS OF A ROADWAY / LANE CLOSURE AREA SHALL BE COVERED WITH AN OPAQUE MATERIAL WHILE THE CLOSURE IS IN EFFECT, AND UNCOVERED WHEN THE ROADWAY / LANE CLOSURE IS RE-OPENED TO ALL LANES OF TRAFFIC.
6. IF THIS PLAN REMAINS IN CONTINUOUS OPERATION FOR MORE THAN 36 HOURS, THEN ANY EXISTING CONFLICTING PAVEMENT MARKINGS SHALL BE ERADICATED OR COVERED, AND TEMPORARY PAVEMENT MARKINGS THAT DELINEATE THE PROPER TRAVELPATHS SHALL BE INSTALLED.
7. DISTANCES BETWEEN SIGNS IN THE ADVANCE WARNING AREA MAY BE REDUCED TO 100' ON LOW-SPEED URBAN ROADS (SPEED LIMIT < 40 MPH).
8. IF THIS PLAN IS TO REMAIN IN OPERATION DURING THE HOURS OF DARKNESS, INSTALL BARRICADE WARNING LIGHTS - HIGH INTENSITY ON ALL POST-MOUNTED DIAMOND SIGNS IN THE ADVANCE WARNING AREA.
9. A CHANGEABLE MESSAGE SIGN SHALL BE INSTALLED ONE HALF TO ONE MILE IN ADVANCE OF THE LANE CLOSURE TAPER.
- 10 SIGN (P) SHALL BE MOUNTED A MINIMUM OF 7 FEET FROM THE PAVEMENT SURFACE TO THE BOTTOM OF THE SIGN.

TABLE 1 - MINIMUM TAPER LENGTHS

POSTED SPEED LIMIT (MILES PER HOUR)	MINIMUM TAPER LENGTH FOR A SINGLE LANE CLOSURE
30 OR LESS	180' (55m)
35	250' (75m)
40	320' (100m)
45	540' (165m)
50	600' (180m)
55	660' (200m)
65	780' (240m)

METRIC CONVERSION CHART (1" = 25mm)

ENGLISH	METRIC	ENGLISH	METRIC	ENGLISH	METRIC
12"	300mm	42"	1050mm	72"	1800mm
18"	450mm	48"	1200mm	78"	1950mm
24"	600mm	54"	1350mm	84"	2100mm
30"	750mm	60"	1500mm	90"	2250mm
36"	900mm	66"	1650mm	96"	2400mm



SCALE: NONE

CONSTRUCTION TRAFFIC CONTROL PLAN

**NOTES**

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

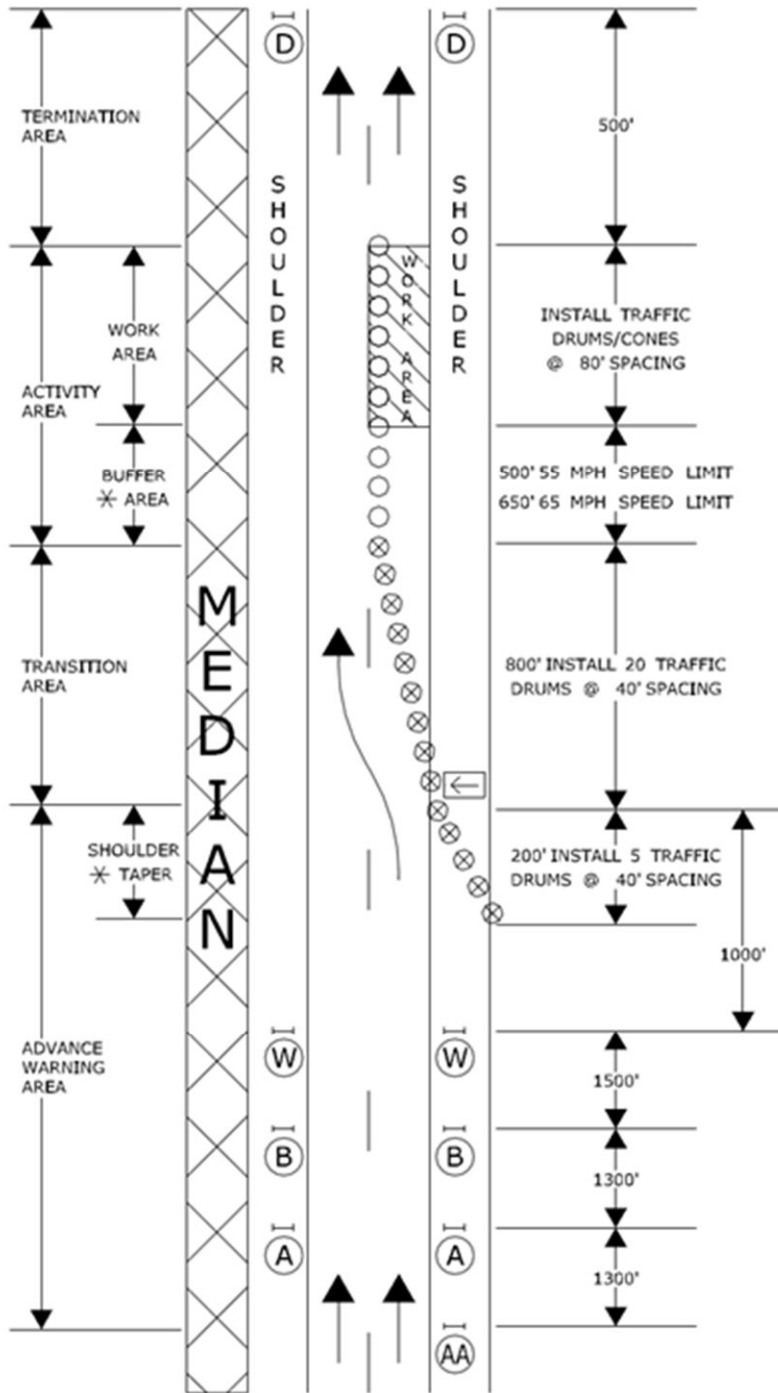
APPROVED

*Charles S. Harlow*  
PRINCIPAL ENGINEER

Charles S. Harlow  
2012.06.05 15:50:35-0400

# WORK IN RIGHT LANE - MULTILANE HIGHWAY

SIGN FACE  
126 SQ. FT (MIN.)



- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM → PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



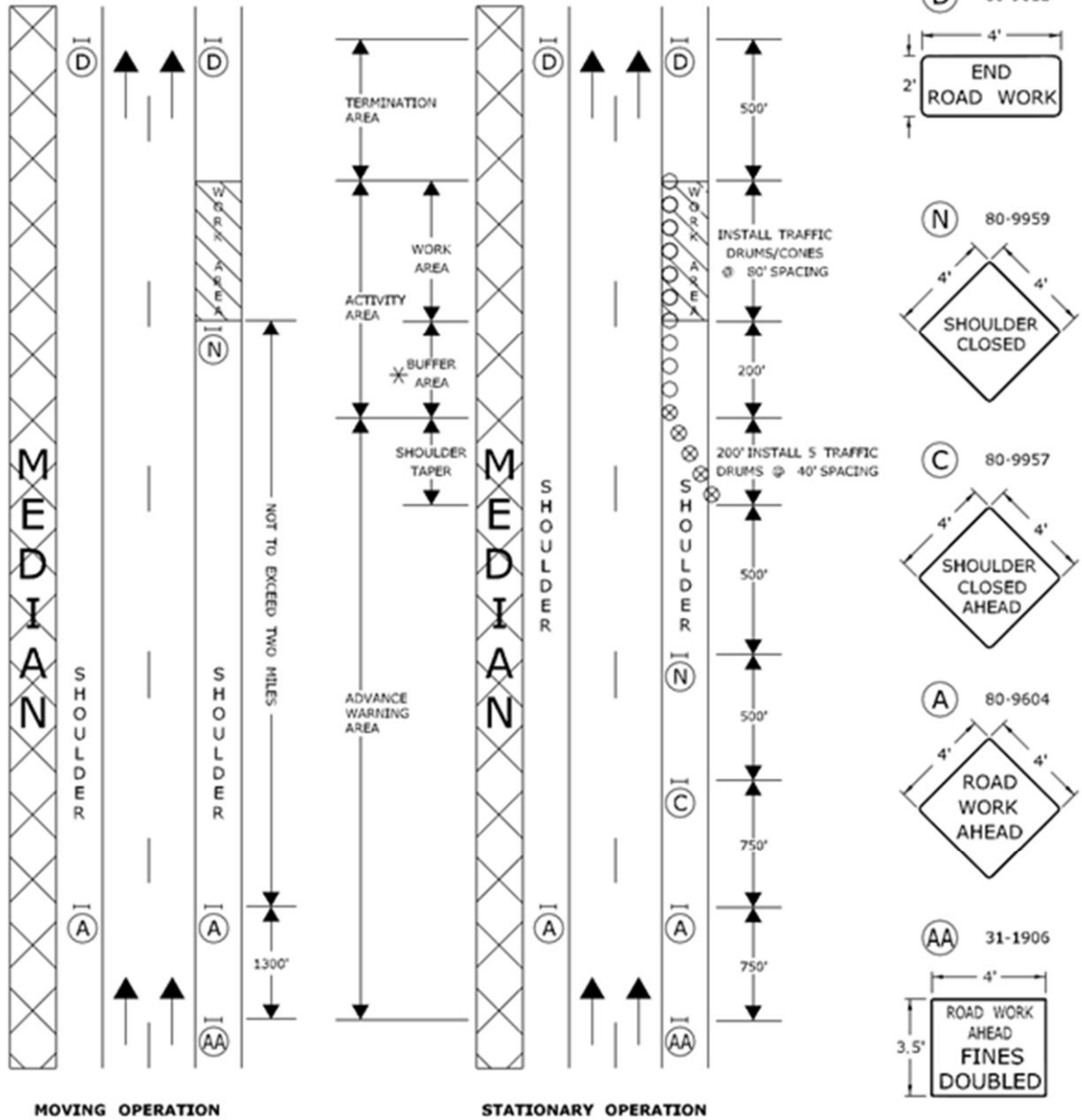
CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 1**  
SEE NOTES 1, 2, 3, 4, 5, 6, 8, 9

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BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow  
2012.06.05 15:51:00-0400  
PRINCIPAL ENGINEER

# WORK IN SHOULDER AREA - MULTILANE HIGHWAY

SIGN FACE  
94 SQ. FT (MIN.)



- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 6**  
SEE NOTES 1, 2, 4, 8

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APPROVED *Charles S. Harlow* Charles S. Harlow  
2012.06.05 15:52:38-04'00"  
PRINCIPAL ENGINEER



# WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY ALTERNATING ONE-WAY TRAFFIC OPERATIONS

SIGN FACE  
108 SQ. FT (MIN.)

## HAND SIGNAL METHODS TO BE USED BY UNIFORMED FLAGGERS

THE FOLLOWING METHODS FROM SECTION 6E.07, FLAGGER PROCEDURES, IN THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," SHALL BE USED BY UNIFORMED FLAGGERS WHEN DIRECTING TRAFFIC THROUGH A WORK AREA. THE STOP/SLOW SIGN PADDLE (SIGN NO. 80-9950) SHOWN ON THE TRAFFIC STANDARD SHEET TR-1220 01 ENTITLED, "SIGNS FOR CONSTRUCTION AND PERMIT OPERATIONS" SHALL BE USED.

**A. TO STOP TRAFFIC**

TO STOP ROAD USERS, THE FLAGGER SHALL FACE ROAD USERS AND AIM THE STOP PADDLE FACE TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FREE ARM SHALL BE HELD WITH THE PALM OF THE HAND ABOVE SHOULDER LEVEL TOWARD APPROACHING TRAFFIC.



**B. TO DIRECT TRAFFIC TO PROCEED**

TO DIRECT STOPPED ROAD USERS TO PROCEED, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. THE FLAGGER SHALL MOTION WITH THE FREE HAND FOR ROAD USERS TO PROCEED.



**C. TO ALERT OR SLOW TRAFFIC**

TO ALERT OR SLOW TRAFFIC, THE FLAGGER SHALL FACE ROAD USERS WITH THE SLOW PADDLE FACE AIMED TOWARD ROAD USERS IN A STATIONARY POSITION WITH THE ARM EXTENDED HORIZONTALLY AWAY FROM THE BODY. TO FURTHER ALERT OR SLOW TRAFFIC, THE FLAGGER HOLDING THE SLOW PADDLE FACE TOWARD ROAD USERS MAY MOTION UP AND DOWN WITH THE FREE HAND, PALM DOWN.



- TRAFFIC CONE **OR** TRAFFIC DRUM
- \* OPTIONAL ⊗ TRAFFIC DRUM ⇨ PORTABLE SIGN SUPPORT
- ◀ HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



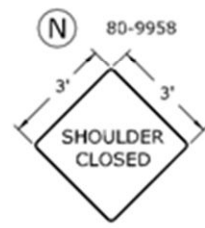
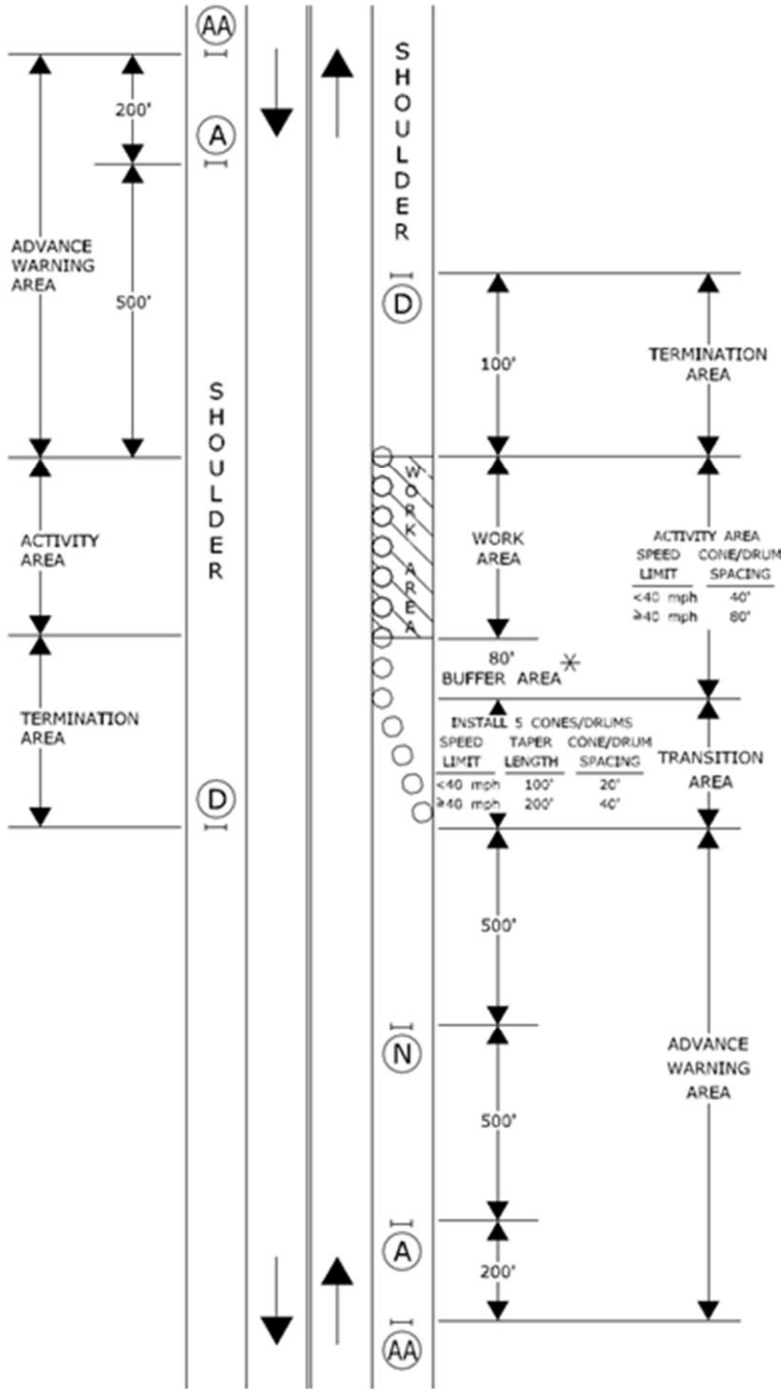
CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 13 - SHEET 2 OF 2**  
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED Charles S. Harlow  
2012.06.05 15:55:45-04'00'  
PRINCIPAL ENGINEER

# WORK IN SHOULDER - TWO LANE HIGHWAY

SIGN FACE  
71 SQ. FT (MIN.)



ACTIVITY AREA SPEED LIMIT	CONE/DRUM SPACING
<40 mph	40'
≥40 mph	80'

INSTALL 5 CONES/DRUMS

SPEED LIMIT	TAPER LENGTH	CONE/DRUM SPACING
<40 mph	100'	20'
≥40 mph	200'	40'

- TRAFFIC CONE OR TRAFFIC DRUM
- ✱ OPTIONAL ⊗ TRAFFIC DRUM
- ⇄ PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



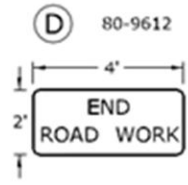
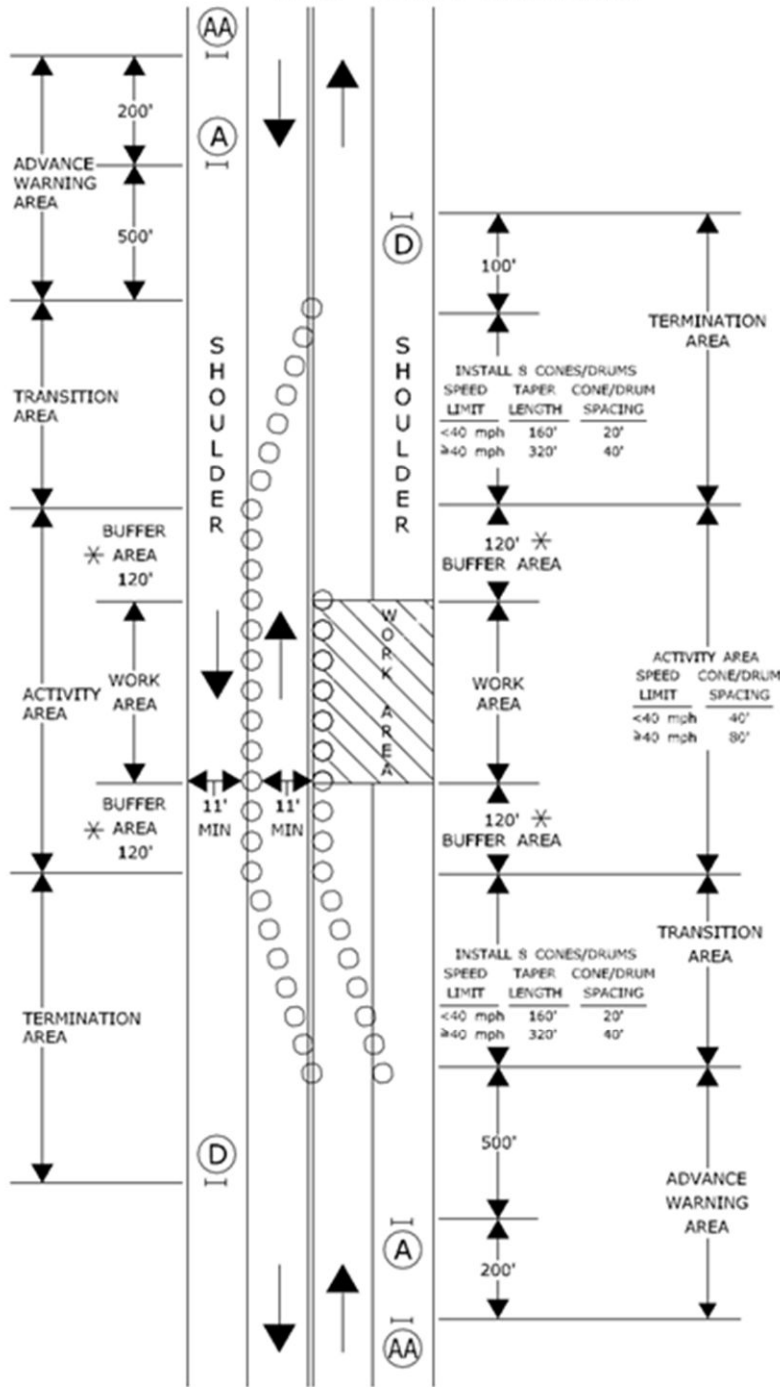
CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 14**  
SEE NOTES 1, 2, 4, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow  
2012.06.05 15:56:09-04'00"  
PRINCIPAL ENGINEER

# WORK IN TRAVEL LANE AND SHOULDER TWO LANE HIGHWAY

SIGN FACE  
62 SQ. FT (MIN.)



INSTALL 8 CONES/DRUMS

SPEED LIMIT	TAPER LENGTH	CONE/DRUM SPACING
<40 mph	160'	20'
≥40 mph	320'	40'

ACTIVITY AREA

SPEED LIMIT	CONE/DRUM SPACING
<40 mph	40'
≥40 mph	80'

INSTALL 8 CONES/DRUMS

SPEED LIMIT	TAPER LENGTH	CONE/DRUM SPACING
<40 mph	160'	20'
≥40 mph	320'	40'

- TRAFFIC CONE OR TRAFFIC DRUM
- \* OPTIONAL ⊗ TRAFFIC DRUM → PORTABLE SIGN SUPPORT
- ← HIGH MOUNTED INTERNALLY ILLUMINATED FLASHING ARROW



CONSTRUCTION TRAFFIC CONTROL PLAN  
**PLAN 15**  
SEE NOTES 1, 2, 4, 6, 7, 8

CONNECTICUT DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENGINEERING & CONSTRUCTION

APPROVED *Charles S. Harlow* Charles S. Harlow  
2012.06.05 15:56:29-04/07  
PRINCIPAL ENGINEER



**Subsection 9.71.05 – Basis of Payment is supplemented by the following:**

All work under Item # 0971001A will be paid for at the contract lump sum price for “Maintenance and Protection of Traffic” which price shall include full compensation for all labor, equipment and services involved in the erection, maintenance, moving, adjusting, cleaning, relocating, and storing of signs, barricades, drums, traffic cones and delineators furnished by the Contractor as well as all costs of labor and equipment involved in the maintenance of traffic lanes and detours in the approved scheme for maintenance of traffic. The lump sum price shall also include the cost of furnishing the aforementioned signs, barricades, warning lights, drums, traffic cones and delineators, including the temporary relocation of signs and supports, and the furnishing, installation and removal of any temporary supports.

<u>Pay Item</u>	<u>Pay Unit</u>
Maintenance and Protection of Traffic	L.S.

## **ITEM #0974001A - REMOVAL OF EXISTING MASONRY**

Work under this item shall conform to the requirements of Section 9.74 amended as follows:

**9.74.01-Description:** Delete in its entirety and replace with the following:

This work shall include the removal and satisfactory disposal of all stone gravity walls constructed of dry masonry, cement rubble masonry or concrete, to the limits as shown on the plans or as directed by the Engineer, the removal of which is necessary to construct the new cast-in-place gravity walls and final completion of the work.

This work shall also include the removal and satisfactory disposal of reinforced concrete slope protection slabs to the limits as shown on the plans, as ordered by the Engineer or as required in order to construct the new cast-in-place gravity walls and final completion of the work.

**ITEM #1507000A – PROTECTION AND SUPPORT OF EXISTING FACILITIES**

Work under this item shall conform to the requirements of the Standard Specifications, amended and supplemented as follows:

**15.07.01 – Description** – The Contractor shall protect from damage and provide temporary support for the siphon, fittings, concrete encasement, concrete inlet siphon structure and concrete outlet siphon structure.

**15.07.02 – Construction Methods** – The Contractor shall submit Working Drawings in accordance with section 1.05 Control of Work that depicts in detail the method of temporary protection and support to be used during construction.

**15.07.02 – Method of Measurement:** The quantity of protection and support of existing facilities to be included for payment will be as a lump sum.

**15.07.03 – Basis of Payment:** Payment for this work will be made at the contract unit price lump sum for “Protection and Support of Existing Facilities”, which price shall include all materials, equipment, tools and labor incidental to the installation, maintenance, removal and disposal of the temporary protection and support system.

<u>Pay Item</u>	<u>Pay Unit</u>
Protection and Support of Existing Facilities	L.S.

**APPENDIX 1**  
**SCHEDULE OF MINIMUM WAGE RATES**

Project: Fulling Mill Brook Siphon Repair

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**Minimum Rates and Classifications  
for Heavy/Highway Construction**

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

ID#: H 20248

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

Project Number:

Project Town: Naugatuck

FAP Number:

State Number:

Project: Fulling Mill Brook Siphon Repair

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**CLASSIFICATION**

**Hourly Rate**

**Benefits**

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01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. \*\*See Laborers Group 5 and 7\*\*

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1) Boilermaker

33.79

34% + 8.96

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1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons

32.50

28.34

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2) Carpenters, Piledrivermen

31.00

22.50

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*As of:*

Friday, February 27, 2015

Project: Fulling Mill Brook Siphon Repair

2a) Diver Tenders	31.00	22.50
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3) Divers	39.46	22.50
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4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	45.10	18.55
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4a) Painters: Brush and Roller	31.02	18.55
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4b) Painters: Spray Only	34.02	18.55
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4c) Painters: Steel Only	33.02	18.55
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4d) Painters: Blast and Spray	34.02	18.55
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Project: Fulling Mill Brook Siphon Repair

4e) Painters: Tanks, Tower and Swing 33.02 18.55

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5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 37.27 22.25 + 3% of gross wage

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6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 29.74 + a

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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 40.31 26.82

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---LABORERS----

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8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 27.05 17.80

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9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator 27.30 17.80

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Project: Fulling Mill Brook Siphon Repair

10) Group 3: Pipelayers	27.55	17.80
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	27.55	17.80
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12) Group 5: Toxic waste removal (non-mechanical systems)	29.05	17.80
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13) Group 6: Blasters	28.80	17.80
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Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe)	28.05	17.80
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Group 8: Traffic control signalmen	16.00	17.80
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---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---



Project: Fulling Mill Brook Siphon Repair

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	31.28	17.80 + a
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13b) Brakemen, Trackmen	30.37	17.80 + a
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---CLEANING, CONCRETE AND CAULKING TUNNEL---

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14) Concrete Workers, Form Movers, and Strippers	30.37	17.80 + a
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15) Form Erectors	30.68	17.80 + a
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---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL  
IN FREE AIR:---

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16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	30.37	17.80 + a
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*As of:*

Friday, February 27, 2015

Project: Fulling Mill Brook Siphon Repair

17) Laborers Topside, Cage Tenders, Bellman	30.26	17.80 + a
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18) Miners	31.28	17.80 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED  
AIR: ----

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18a) Blaster	37.41	17.80 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	37.22	17.80 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	35.35	17.80 + a
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21) Mucking Machine Operator	37.97	17.80 + a
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Project: Fulling Mill Brook Siphon Repair

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

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Two axle trucks	28.33	19.14 + a
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Three axle trucks; two axle ready mix	28.43	19.14 + a
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Three axle ready mix	28.48	19.14 + a
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Four axle trucks, heavy duty trailer (up to 40 tons)	28.53	19.14 + a
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Four axle ready-mix	28.58	19.14 + a
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Heavy duty trailer (40 tons and over)	28.78	19.14 + a
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*As of:*

Friday, February 27, 2015

Project: Fulling Mill Brook Siphon Repair

Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.58	19.14 + a
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---POWER EQUIPMENT OPERATORS---

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Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	36.80	22.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	36.48	22.30 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	35.74	22.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skoopier)	35.35	22.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.76	22.30 + a
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Project: Fulling Mill Brook Siphon Repair

Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller. 34.76 22.30 + a

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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 34.45 22.30 + a

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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel). 34.11 22.30 + a

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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine. 33.71 22.30 + a

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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder). 33.28 22.30 + a

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Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 31.24 22.30 + a

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Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 31.24 22.30 + a

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Project: Fulling Mill Brook Siphon Repair

Group 12: Wellpoint Operator. 31.18 22.30 + a

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Group 13: Compressor Battery Operator. 30.60 22.30 + a

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Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 29.46 22.30 + a

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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 29.05 22.30 + a

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Group 16: Maintenance Engineer/Oiler 28.40 22.30 + a

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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 32.71 22.30 + a

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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license). 30.29 22.30 + a

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Project: Fulling Mill Brook Siphon Repair

\*\*NOTE: SEE BELOW

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

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20) Lineman, Cable Splicer, Technician	45.43	6.25%+19.20
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21) Heavy Equipment Operator	40.89	6.25%+17.18
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22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25%+16.68
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23) Driver Groundmen	24.99	6.25%+10.87
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23a) Truck Driver	34.07	6.25%+15.41
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*As of:* Friday, February 27, 2015

Project: Fulling Mill Brook Siphon Repair

---LINE CONSTRUCTION---

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24) Driver Groundmen	30.92	6.5% + 9.70
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25) Groundmen	22.67	6.5% + 6.20
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26) Heavy Equipment Operators	37.10	6.5% + 10.70
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27) Linemen, Cable Splicers, Dynamite Men	41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	35.04	6.5% + 10.45
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*As of:*

Friday, February 27, 2015



**Project: Fulling Mill Brook Siphon Repair**

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

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

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

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

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

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

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

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

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

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

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

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

**As of:** Friday, February 27, 2015

Project: Fulling Mill Brook Siphon Repair

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

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

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

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

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

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

*As of:*

Friday, February 27, 2015



Opportunity \* Guidance \* Support



# **THIS IS A PUBLIC WORKS PROJECT**

**Covered by the**

# **PREVAILING WAGE LAW**

**CT General Statutes Section 31-53**

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

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

**Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions.** (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

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

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

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

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

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

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

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

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

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

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

November 29, 2006

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

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

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

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

**Forklift Operator:**

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

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

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

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



## STATUTE 31-55a

### - SPECIAL NOTICE -

**To: All State and Political Subdivisions, Their Agents, and Contractors**

**Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

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

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

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

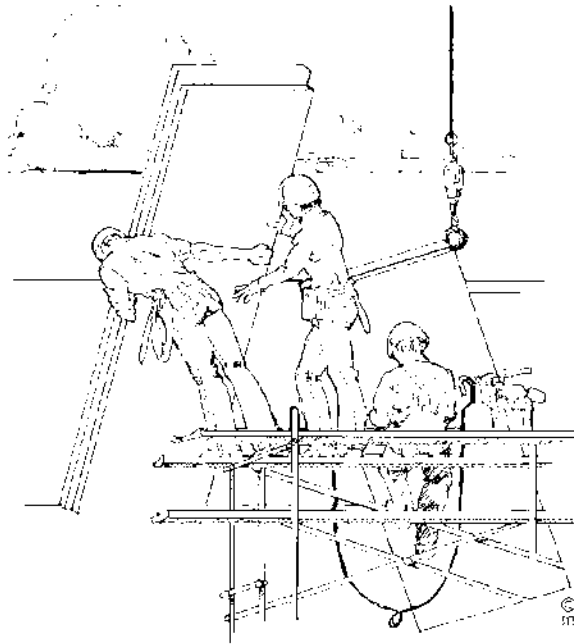
~NOTICE~

TO ALL CONTRACTING AGENCIES

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

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

 Inquiries can be directed to (860)263-6543.



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

*CONTRACTING AGENCY CERTIFICATION FORM*

I, \_\_\_\_\_, acting in my official capacity as \_\_\_\_\_,  
authorized representative title

for \_\_\_\_\_, located at \_\_\_\_\_,  
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with  
\_\_\_\_\_, located at \_\_\_\_\_,  
project name and number address

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

*CONTRACTOR INFORMATION*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Approximate Starting Date: \_\_\_\_\_

Approximate Completion Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

Date Issued: \_\_\_\_\_

CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION

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

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the  
\_\_\_\_\_  
Project Name and Number  
\_\_\_\_\_  
Street and City

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

\_\_\_\_\_  
Signed

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

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

Return to:

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

*Rate Schedule Issued (Date):* \_\_\_\_\_



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

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

Please specify the type of benefits provided:

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

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

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

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person 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 person 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 contractor in connection with a subcontractor relating to a prime contractor; 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.

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

\_\_\_\_\_ (Signature)                      \_\_\_\_\_ (Title)                      \_\_\_\_\_ Submitted on (Date)



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

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS											Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109											
In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.											WEEKLY PAYROLL											
CONTRACTOR NAME AND ADDRESS: Landon Corporation, 15 Connecticut Avenue, Northford, CT 06472											SUBCONTRACTOR NAME & ADDRESS XYZ Corporation 2 Main Street Yantic, CT 06389						WORKER'S COMPENSATION INSURANCE CARRIER Travelers Insurance Company POLICY # #BAC8888928 EFFECTIVE DATE: 1/1/09 EXPIRATION DATE: 12/31/09					
PAYROLL NUMBER	Week-Ending Date	PROJECT NAME & ADDRESS DOT 105-296, Route 82									Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
															FEDERAL	STATE	LIST OTHER					
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH		FICA	WITH-HOLDING	WITH-HOLDING	LIST OTHER					
			Trade License Type & Number - OSHA 10 Certification Number	S	M	T	W	TH	F	S												
Robert Craft 81 Maple Street Willimantic, CT 06226		M/C	Electrical Lineman E-1 1234567 Owner OSHA 123456		8	8	8	8	8			S-TIME 40 O-TIME	\$ 30.75 Base Rate \$ 8.82 Cash Fringe	1. \$ 5.80 2. \$ 3. \$ 2.01 4. \$ 5. \$ 6. \$	\$1,582.80				P-xxxx	\$1,582.80	#123 \$ xxx.xx	
Ronald Jones 212 Elm Street Norwich, CT 06360	65%	M/B	Electrical Apprentice OSHA 234567		8	8	8	8	8			S-TIME 40 O-TIME	\$ 19.99 Base Rate \$ 16.63 Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,464.80	xx.xx	xxx.xx	xx.xx	G-xxx	\$1,464.80	#124 \$xxx.xx	
Franklin T. Smith 234 Washington Rd. New London, CT 06320 SECTION B		M/H	Project Manager			8						S-TIME 8 O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$	\$1,500.00	xx.xx	xx.xx	xx.xx	M-xx.x		#125 xxx.xx	
												S-TIME O-TIME	\$ Base Rate \$ Cash Fringe	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								

7/13/2009 \*IF REQUIRED  
WWS-CP1

\*SEE REVERSE SIDE

PAGE NUMBER 1 OF 2

OSHA 10 ~ATTACH CARD TO 1ST CERTIFIED PAYROLL



**\*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 Blue Cross 4) Disability \_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_ 5) Vacation, holiday \_\_\_\_\_
- 3) Life Insurance Utopia 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of 9/26/09,

I, Robert Craft of XYZ Corporation, (hereafter known as

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

**Section A:**

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

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such 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 contractor in connection with a subcontractor relating to a prime contractor; 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.

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

Robert Craft      owner      10/2/09  
 (Signature)      (Title)      Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**

That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.

Robert Craft      owner      10/2/09  
 (Signature)      (Title)      Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

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

## Information Bulletin

### *Occupational Classifications*

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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

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

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

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

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

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

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

**\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

Painter's Rate

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

Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc.

The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

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

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

**Definitions:**

1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;

(b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

**Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

**Truck drivers are covered for payroll purposes under the following conditions:**

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

*For example: Truck drivers delivering asphalt are covered under prevailing wage while “engaged to wait” on the site and when directly involved in the paving operation, provided the total time is not “de minimus”*

**Truck Drivers are not covered in the following instances:**

- Material delivery truck drivers while off “the site of the work”
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the “site of the work”
- Truck drivers whose time spent on the “site of the work” is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

*These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.*

**For example:**

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

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

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



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

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

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

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

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

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

**Elevator Constructors: Mechanics**

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

**Glaziers**

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

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

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

**Ironworkers**

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

**Laborers (Tunnel Construction)**

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

**Roofers**

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

**Sprinkler Fitters**

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

**Truck Drivers**

(Heavy and Highway Construction & Building Construction)

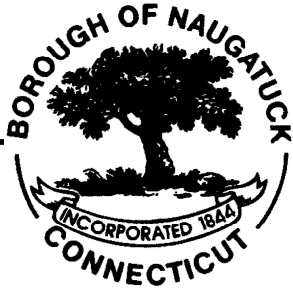
- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

**APPENDIX 2  
WETLANDS PERMIT**

# BOROUGH OF NAUGATUCK

---

229 Church Street  
Land Use Office-2<sup>nd</sup> floor  
Naugatuck, CT 06770  
TEL (203) 720-3396  
FAX (203) 720-5026



## Final Wetlands Permit Naugatuck Land Use Office

**February 26, 2015**

Project Name/Permit #      Emergency Siphon Repair  
   IW #13-07, Borough of Naugatuck  
   Fulling Mill Brook at North Main Street, Naugatuck, CT

On Wednesday November 5, 2014, the Naugatuck Wetlands Commission approved the application for sewer siphon repair within Fulling Mill Brook at North Main Street (IW #13-07), with the following conditions:

1. A report from the DEEP fisheries to be included in the construction,
2. Cement trucks do not wash tailings in the area or on site.

And the following general conditions:

1. This permit shall be valid for a period of 5 years from the date of issue. Any request to renew or extend the expiration date of a permit shall be filed in accordance with the Inland Wetlands Regulations of the Borough of Naugatuck.
2. The permittee shall notify the Inland Wetlands Commission immediately upon the commencement of work and also upon its completion.
3. All work and all regulated activities conducted pursuant to this authorization shall be consistent with the terms and conditions of this permit. Any construction, excavation, fill, obstructions, encroachments or regulated activities not specifically identified and authorized herein shall constitute a violation of this permit and may result in its modification, suspension, or revocation.
4. In evaluation of this application, the Commission has relied on information provided by the applicant. If such information subsequently proves to be false, incomplete or misleading, this permit may be modified, suspended or revoked and the permittee may be subject to any other remedies or penalties provided by law.
5. The permittee shall employ best management practices, consistent with the terms and conditions of this permit, to control storm water discharges and to prevent erosion and sedimentation and to otherwise prevent pollution of wetlands and watercourses. The permittee shall immediately inform the commission of any problems involving wetlands or watercourses which may develop in the course of, or which are caused by, the authorized work.

6. This permit is subject to all public and private rights and to all applicable federal, state and local law, does not derogate any rights or powers of the Borough of Naugatuck and conveys no property rights or exclusive privileges. In conduction or maintaining any activities authorized herein, the permittee may not cause pollution, impairment or destruction of the inland wetlands and watercourses of Naugatuck.
7. Timely implementation and maintenance of sediment and erosion control measures are a condition of this permit. Permittee may be required to employ additional mitigation measures as field conditions warrant.

Susan J. Goggin  
Town Planner/ZEO/WEO

C.c. Naugatuck Wetlands Commission