

SECTION 101 DEFINITIONS AND TERMS

Wherever in these specifications or in other Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

ABBREVIATIONS wherever the following abbreviations are used in these specifications or on the Plans, they are to be construed the same as the respective expressions represented. Some of these abbreviations may be acronyms and may appear without periods.

A.A.R	American Association of Railroads
A.A.S.H.T.O.	American Association of State Highway and Transportation Officials
A.C.I.	American Concrete Institute
A.D.A.	Americans with Disabilities Act
A.G.C.	Associated General Contractors of America
A.I.A.	American Institute of Architects
A.I.S.C.	American Institute of Steel Construction
A.I.S.I.	American Iron and Steel Institute
A.N.L.A.	American Nursery and Landscape Association
A.N.S.I.	American National Standards Institute
A.R.E.A.	American Railway Engineering Association
A.R.T.B.A.	American Road and Transportation Builders Association
A.S.C.E.	American Society of Civil Engineers
A.S.L.E.	American Society of Landscape Architects
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society for Testing & Materials
A.W.W.A.	American Water Works Association
A.W.S.	American Welding Society
B.O.C.A.	Building Officials and Code Administrators International
Conn.D.O.T.	State of Connecticut, Department of Transportation
C.F.R.	Code of Federal Regulations
C.G.S.	Connecticut General Statutes
C.S.I.	Construction Specifications Institute
M.U.T.C.D.	Manual Of Uniform Traffic Control Devices
N.E.M.A.	National Electrical Manufacturers Association
O.S.H.A.	Occupational Safety and Health Administration
S.A.E.	Society of Automotive Engineers

ADDENDA: Written instruments issued prior to the opening of bids which clarify, correct or change the Contract Documents.

AUTHORITY: When used, means the Greater New Haven Water Pollution Control Authority represented by the Executive Director.

AUTHORITY COUNSEL: The Legal Department or Attorney of the Greater New Haven Water Pollution Control Authority or its authorized representative.

AWARD: The Greater New Haven Water Pollution Control Authority's acceptance in writing of the Proposal of the lowest responsible Bidder for the Work, subject to the execution and approval of a satisfactory contract therefore; the provisions of proper bonds to secure the performance thereof, and full payment to all suppliers of labor and materials therefore and the fulfillment of such other conditions as may be specified or otherwise required by law.

BID DEPOSIT: The security furnished by the Bidder with their Proposal for a Project, as guaranty that they will enter into a contract for the Work at the price bid if their Proposal is accepted. Also referred to as Bid Bond.

BIDDER: An individual, firm or corporation formally submitting a Proposal for the Work contemplated, acting directly or through a duly authorized representative.

BOND: The approved form of security in favor of the Authority, executed by the Contractor and their Surety or Sureties, guaranteeing complete execution of the Work specified in the Contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the Project. Includes Performance Bond, Labor and Materials Payment Bond and Maintenance Bond.

CALENDAR DAY: Every day shown on the calendar, Sundays and holidays included.

CFR: Code of Federal Regulations published by the U.S. Office of the Federal Register, written TT CFR PPP.SS. TT refers to the Title, PPP refers to the Part and SS refers to the section. For example: 29 CFR 1926.1 refers to Title 29, Code of Federal Regulations, Part 126, Section 1.

CONTRACT: The written agreement specifying the terms and conditions for the performance of the Work and the furnishing of labor and materials in connection with a specific Project. Also referred to as "Agreement".

CONTRACT DOCUMENTS: The Contract Documents shall include the advertisement for bid or Proposal; the Contractor's bid or Proposal response; extracts selected by Authority; the written agreement including all bonds and insurance certificates; the Greater New Haven Water Pollution Control Authority Standard Specifications; technical and special specifications; the Project Plans; State Labor Department minimum wage rates (if applicable); any Addenda to specifications if the same are issued prior to the date of receipt of bids; and all provisions required by law to be inserted in the Contract whether actually inserted or not.

CONTRACT ITEM (Pay Item): A specifically described unit of Work for which a price is provided in the Contract Documents. Also known as Pay Item.

CONTRACTOR: The individual, firm or corporation undertaking the execution of the Work under the terms of the Contract and acting directly or indirectly or through any agents, representatives or employees.

EMPLOYEE: Any person working on the Project mentioned in the Contract of which these specifications are a part, and who is under the direction or control, or receives compensation from the Contractor or Subcontractor.

ENGINEER OR ENGINEER-IN-CHARGE: The Engineer representing the Greater New Haven Water Pollution Control Authority, having direct supervision of the execution of the Contract under the direction of the Executive Director.

EQUIPMENT: All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

EROSION CONTROL: Erosion control is any action taken or item used as part of a project or as a separate action to minimize the destructive effects of wind or water on surface soil. The use and placement of berms and dams, fiber mats, grasses, sod, mulches, slope drains, sediment basins and drainage systems may be temporary and used throughout construction or permanent and installed for the anticipated life of the facility.

EXTRA WORK: An item of Work not provided for in the intended scope of the Contract as awarded but found essential to the satisfactory completion of the Project.

FEDERAL-AID: Joint cooperative construction or reconstruction with monies contributed to the Greater New Haven Water Pollution Control Authority by the Federal Government.

FINAL AGREEMENT: Written agreement between the Greater New Haven Water Pollution Control Authority, and the Contractor, stating the total amount of Work done by the Contractor and the total value of such Work under and according to the terms of the Contract. The Final Agreement includes the Final Estimate as an attachment.

FINAL COMPLETION: Final acceptance of all component parts of the completed Work as determined by the Authority and at which stage the Authority may arrange for the release of retention monies.

FINAL ESTIMATE: A certified listing of final quantities, amounts of each item and total cost of the completed Work specified in the Final Agreement, the amounts paid to the Contractor under the Contract, any deductions not included in the Final Agreement and the amount of the final payment due the Contractor.

FORM 816: State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 816, 2004, as amended.

HIGHWAY: The whole strip of land bounded by the Right-of-Way lines.

INSPECTOR: The Authority duly authorized representative detailed to inspect methods and Materials relating to Work both on and off the Site of the contract.

LAYING LENGTH OF PIPE: Feet (laying length) of pipe, shall be measured by multiplying the number of whole units, by the nominal length of each unit, and adding thereto, the length of any fractional units incorporated in the Work. The nominal length of a unit or fractional unit shall be the inside measured length from butt end to butt end and exclusive of the bell or groove on the female end.

MANUFACTURER: A Manufacturer operates or maintains a factory or establishment that produces, on the premises, materials or supplies of the general character described by the specifications.

MATERIAL: Any approved material acceptable to the Greater New Haven Water Pollution Control Authority and conforming to the requirements of the specifications.

MATERIAL SUPPLIER: A Material Supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the Materials or supplies required for the performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A Material Supplier is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. A Material Supplier who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Packagers, brokers, manufacturer's representatives or other persons who arrange or expedite transactions are **NOT** Material Suppliers.

NOTICE OF AWARD: The written notice by the Authority to the apparent successful Bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the Authority will sign and deliver the Agreement.

NOTICE TO PROCEED: A written notice given by the Authority to the Contractor fixing the date on which the Contractor shall start to perform their obligations under the Contract Documents and from which date the Time for Completion is based.

ORDER ON CONTRACT: Written order issued by the Authority covering contingencies, Extra Work, deductions, increases or decreases and additions, alterations or omissions to the Plans, specifications, or other provisions of the Agreement. Also, referred to as "Change Order".

PARTIAL OR MONTHLY ESTIMATES: Payments to the Contractor for Work satisfactorily performed.

PAYMENT LIMIT: A Payment Limit defines the boundary beyond which no quantities will be measured for payment. Whenever Payment Limits are indicated, only the Work which is actually directed and completed within these limits will be measured and computed for payment. Payment Limits may be revised in writing by the Engineer prior to performing the Work.

PAYMENT LINE: Defines the exact line from which Work quantity will be computed. Whenever Payment Lines are indicated, quantities representing Work will be computed from these lines only. No other lines or locations will be used to compute quantities. Payment Lines may be revised in writing by the Engineer prior to performing the Work.

PLANS: All official drawings, sketches or reproductions of drawings pertaining to the Work or to any structure connected therewith.

PROJECT: The Work to be performed under this Contract including all labor, materials equipment, supervision and all incidentals necessary to complete the construction work identified in the Contract Documents, Plans and Specifications.

PROPOSAL: The offer of the Bidder for the Work, when executed and submitted on the prescribed form.

PROPOSAL FORM: The approved form on which the Authority requires formal bids to be prepared and submitted for the Work.

PUNCH LIST: A formal list of deficiencies in the Work prepared by the Contractor at the request of the Engineer pending Final Completion of the Work.

REASONABLY CLOSE CONFORMITY: Reasonably Close Conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, Reasonably Close Conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing Reasonably Close Conformity, the Engineer may accept variation beyond such tolerances as Reasonably Close Conformity where they will not materially affect the quality or utility of the Work and will be in the best interests of the Greater New Haven Water Pollution Control Authority.

RIGHT-OF-WAY or R.O.W.: A general term denoting land, property or interest therein, acquired for or devoted to a Utility installation or a highway, street, road, etc. Property upon which or within which the Project is to be constructed.

ROADBED: The graded portions of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

ROADWAY: The portion of highway included between the outside edges of the shoulders.

ROAD SECTION: That portion of a highway included between the top of slope in cut and the bottom of slope in fill.

SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by the Contractor to illustrate material or equipment for some portions of the Work.

SHOULDER: The portion of the Roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

SITE: The specific area adjacent to and including the area upon which construction of the Work is to be performed. Generally such area may be considered as defined by the right of way or property made available to the Contractor for construction operations.

SPECIAL NOTES: Special directions, provisions, or requirements peculiar to the Project under construction.

STANDARD SHEETS: The standard drawings approved for repetitive use, showing details to be used where appropriate.

STANDARD SPECIFICATIONS: The body of directions, requirements, etc. contained in this present volume, together with all documents of any description and agreements made (or to be made), pertaining to the methods or manner of performing the Work or to the quantities and quality as shown by the test records of accepted materials to be furnished under a contract.

STATE AID: Joint cooperative construction or reconstruction with monies contributed to the Greater New Haven Water Pollution Control Authority by the State of Connecticut.

STRUCTURES: Bridges, culverts, catch basins, drop inlets, retaining walls, manholes, end-walls, buildings, sewers, service pipes, under-drains, foundation drains and other features which may be encountered in the Work and not otherwise classed herein.

SUBCONTRACTOR: Any individual, firm or corporation to whom the Contractor, with the written consent of the Authority, sublets any part of the Contract Work.

SUBSTANTIAL COMPLETION: That stage of a Project when the construction is substantially complete and/or ready for occupation and/or use at which the Engineer allows the Contractor to prepare its final Punch List of outstanding and/or incomplete items pending preparation of final Project closure documents.

SURETY: The corporate body bound with and for the Contractor, for the full and complete performance of the Contract, and for the payment of all debts, pertaining to the Work.

UTILITY: Person, corporation, municipality or public authority engaged in the distribution of electricity, gases, petroleum products, water, steam, the collection wastewater, the operation of traffic control systems, or the provision of telecommunication services. For the purposes of these Standard Specifications, the term Utility will apply to organizations that operate utilities owned by others.

WORK: Work shall be understood to mean the furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of all the duties and obligations imposed by the Contract.

WORK DAY: A Calendar Day, exclusive of Sundays and Authority-recognized legal holidays, on which weather and other conditions, not under the control of the Contractor, will permit construction operations to proceed for the major part of the day on the principal item or items of Work which would normally be in progress at that time.

SECTION 102

BIDDING REQUIREMENTS AND CONDITIONS

§ 102-01 LOCATION OF OFFICES

Persons desiring to make a Proposal shall use the Proposal blank prepared by the Authority for each individual contract. The Standard Specifications dated September 12, 2006 (except as modified on the Plans or in the itemized Proposal) by the Greater New Haven Water Pollution Control Authority are to be considered as and shall form a part of the Agreement. The time for which Proposals will be received will be found in the published notice calling for Proposals. Any Proposal received after the hour specified in the published notice shall not be accepted. Detailed Plans of the Work and Proposals may be examined at the Office of the Director of Finance and Administration, Greater New Haven Water Pollution Control Authority, 345 East Shore Parkway, New Haven, CT 06512 or where indicated in the published notice calling for Proposals.

§ 102-02 PROPOSALS

Each Proposal must be submitted on the official form which is furnished by the Authority. All blank spaces in the Proposal Form must be filled in as noted, and no change shall be made to the Proposal Form or in the items mentioned therein.

Proposals that are illegible or that contain any omissions, erasures, alterations, additions, or items not called for in the itemized Proposal or that contain irregularities of any kind, may be rejected at the discretion of the Authority as non-responsive.

The Bidder shall sign in the space provided in the Proposal Form, with their usual signature. An officer of a corporation or a member of a partnership signing for the Bidder shall place their signature and title after the word "By" under the name of the Contractor. The same procedure shall apply to the Proposal of a joint venture by two or more bidders; however, if the signature is by an agent or attorney-in-fact for the joint ventures, then the Proposal shall be accompanied by four (4) authenticated copies of the evidence of the signatory's authority to act on behalf of all of the joint venturers.

If the Proposal is made by a firm, the name and place of residence of each member of the firm shall be given. If made by a corporation, the names of the president, secretary and treasurer shall be given. If made by a partnership, the names of the partners shall be given.

The Authority is responsible for providing Addenda only to those persons or firms having purchased Plans and/or Proposals from the Authority, and those that made a specific request of the Authority for Addenda. Persons or firms that obtain Plans and/or Proposals from sources other than the Authority bear the sole responsibility for obtaining any Addenda issued by the Authority for the subject Project.

The envelopes containing the bids must be sealed, addressed to the Office of the

Director of Finance and Administration, Greater New Haven Water Pollution Control Authority, 345 East Shore Parkway, New Haven, CT 06512 and shall be plainly marked on the outside with the Contractor's name and title of the bid. If forwarded by mail, the sealed envelope containing the Proposal, and marked as directed above, must be enclosed in another sealed envelope addressed in the same manner and shall preferably be sent by Registered Mail.

§ 102-03 PROPOSAL SHALL SPECIFY GROSS SUM

Each Proposal shall specify the correct gross sum, in the manner hereafter described for which the Work will be performed according to the Plans and specifications and any Addenda to the specifications, together with a unit price for each of the separate items as called for. The lowest responsive bid shall be determined by the Engineer on the basis of the gross sum for which the entire Work will be performed, arrived at by a correct computation of all the items specified in the Proposal at the unit prices stated in the Proposal. The Engineer reserves the right to reject any Proposal in which any of the bid prices are significantly unbalanced to the potential detriment of the Authority. An unbalanced bid is considered to be one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the items in question. The Authority reserves the ultimate authority to assess and determine the responsibility of all Bidders.

Any Proposal may be deemed non-responsive which does not contain prices set opposite each of the several items for which there is a quantity exhibited in the itemize Proposal or which shall in any manner fail to conform to the conditions of the published notice inviting Proposals. The unit prices and gross sum bid shall be indicated in words and figures. In case the amount shown in words and its equivalent in figures do not agree, the written words may, in the discretion of the Authority, be considered binding upon the Contractor.

The Bidder's attention is directed to the fact that it cannot exceed two (2) decimal positions in the cents column under unit bid price.

Some of the items may be designated as Fixed Price Items. When this is the case, the fixed prices are published in the Proposal. They can be identified in the Itemized Proposal by the words, "Fixed Price - § 102-03" appearing beneath the description of the item. In addition, the "Unit Bid Price" and "Amount Bid" columns have preprinted entries in them. The Bidder shall not change these entries. Should the amount shown be altered, the altered figures will be disregarded and the preprinted price and amount will be used to determine the total amount bid for the Contract.

Some Fixed Price Items indicate the price that will be paid for certain work. These have been prepared taking into account the cost of all labor, materials, and equipment necessary to complete the Work including an allowance for overhead and profit. Other Fixed Priced Items indicate an estimate of payments, with actual payments to be based

on actual costs and provision of the controlling specification. In either case, payments made under Fixed Price Items shall be in accord with the provisions for the specification for that item.

Similarly, one or more items may be designed as MINIMUM PRICE ITEMS or MAXIMUM PRICE ITEMS. When this is the case, the minimum (or maximum) prices are published in the Proposal. Those items can also be identified in the Itemized Proposal by the words "Minimum Bid ____" or "Maximum Bid ____" appearing beneath the description of the item. The price bid for Minimum Price Items shall not be less than the minimum price shown in the Itemized Proposal, but it may exceed that price. Conversely, the price bid for Maximum Price Items shall be less than, or equal to, the maximum price shown in the Itemized Proposal. In the event a bid is less than the Minimum Price (or more than the Maximum Price) indicated in the Itemized Proposal, the Authority will substitute the appropriate minimum (or maximum) price and make the necessary adjustments to determine the total amount bid.

§ 102-04 NO MISUNDERSTANDING

The Bidder shall review all information provided by the Authority regarding the Project, all existing site and other related conditions. The Bidder is advised that, while such information is given in good faith by the Authority, the Authority cannot ensure its sufficiency and accuracy and that such information is intended solely for reference purposes. The Bidder is responsible to verify the status of all existing structures, equipment, systems and site conditions to obtain all information needed to properly perform the Work under the Project. The Bidder shall examine the Contract Documents and the Site of the Work and shall fully inform himself from their personal examination of the same regarding the quantities, character, location and other conditions affecting the Work to be performed, including the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over, or under the Site. The Bidder will make no claim against the Authority by reason of reliance upon any such estimates, tests or other representations made by any officer or agent of the Authority with respect to the Work to be performed under the Contract. Particular attention is called to special notes and special specifications in the Proposal which may contain contract requirements at variance with standard plans and specifications and may include information concerning the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and other public service corporations on, over or under the Site.

The Bidder shall notify the Authority in writing, upon discovery, of any and all omissions, errors or discrepancies that the Bidder discovers within or among the Plans, specifications and other Contract Documents.

§ 102-05 STATEMENT OF NON COLLUSION

By submission of the bid each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bidder each party certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- A. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- C. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

§ 102-06 SUBSURFACE INFORMATION

Boring logs and other subsurface information made available for the inspection of Bidders were obtained with reasonable care and recorded in good faith by the Authority.

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels and/or water conditions indicated are as recorded at the time of the exploration. These levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall and other factors.

The locations of utilities or other underground man-made features were ascertained with reasonable care and recorded in good faith from various sources, including the records of municipal and other public service corporations, and therefore the location of known utilities may only be approximate.

The subsurface information shown was obtained by the Authority for design and estimating purposes. It is made available to the Bidders so that they may have access to the same information available to the Authority. It is presented in good faith, but as with all subsurface information it represents only a fraction of the total volume of material at the Site. Interpolation between data points may not be indicative of the actual material to be encountered. Such information is not intended as a substitute for personal investigations, interpretations and judgment of the Bidder. Rather, each Bidder is responsible for verifying such information and obtaining all additional information necessary to properly perform the Work under the Contract Agreement. The Contractor shall be responsible for determining the existence and location of all

subsurface utilities, lines, cables and pipes that may affect performance of the Work. The Contractor shall undertake such further investigations, analyses, tests and studies as may be necessary and useful to determine all surface, subsurface or concealed conditions. If conditions are encountered at the Project Site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, then notice by the observing party shall be given to the other party no later than five (5) days after first observance of the conditions. If the Authority and the Engineer verify such differing site condition, then the Contract Sum and the Project Schedule will be reasonably adjusted. However, in no event will any adjustment be permitted in connection with a concealed or unknown condition which does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the Contractor's prior inspections, tests, and reviews performed by the Contractor, or which the Contractor had the opportunity to perform, in connection with the Project.

§ 102-07 INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Contract Documents shall be submitted to the Authority in writing. In order to receive consideration, questions must be received by the Authority at least ten (10) days prior to the date fixed for the receipt of bids. Any interpretations of questions so raised which in the opinion of the Authority require interpretations, will be issued by Addenda mailed or delivered to all parties recorded by the Authority as having received the Proposal blank prepared by the Authority for the individual contract no later than three (3) days prior to the date fixed for opening of Bids. The Authority will not be responsible for oral interpretations or clarifications which anyone presumes to make on its behalf.

In addition, the Authority may issue such Addenda as may be necessary to clarify, correct or change the Contract Documents.

The Bidder shall acknowledge receipt of the Addenda in the space provided in the Proposal Form and further acknowledge that the provisions of each Addendum have been included in the preparation of the bid.

§ 102-08 MODIFICATION OR WITHDRAWAL OF PROPOSAL

No modification to or explanation of any Proposal or bid in any form, shall be accepted after the Proposal or bid has been deposited with the Authority. No Proposal shall be withdrawn or cancelled before the time designated for publicly opening, except upon such conditions as the Authority may deem to be necessary. No Proposal shall be withdrawn or cancelled after the time designated for opening such Proposals publicly.

§ 102-09 BID DEPOSIT

Every Proposal must be accompanied by a certified check or bank cashier's check or bid bond payable to the Greater New Haven Water Pollution Control Authority in the amount of fifteen (15%) percent of the total bid amount. Said checks or bid bonds will be returned to the unsuccessful Bidders upon execution of the Contract Agreement.

§ 102-10 CONTRACT CLAUSES REQUIRED FOR PUBLIC PROJECTS

The execution of the Contract by the Contractor binds him to the following specific agreements required by law:

- A. This Contract may not be assigned, in whole or in part, by the Contractor or its rights, title or interest assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing of the Authority.
- B. It is understood that the Authority is dependent upon receiving authorized appropriations or budgeted funds for this Project. The Contract for Work on the Project therefore, shall be deemed binding only to the extent of money being made available to the Authority for the performance of the Work there under. No liability on account of such Work shall be incurred by the Authority beyond monies available for the purpose thereof.
- C. It is hereby agreed that all applicable provisions of the Labor Laws of the State of Connecticut shall be carried out in the performance of Work under the Contract.
- D. The relationship of the Contractor to the Authority is that of an independent Contractor. Accordingly, said Contractor covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the Authority by reason hereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
- E. The Contractor and anyone employing services for work in connection with this Project shall not discriminate in any employment or work related practices.

§ 102-11 OTHER CONTRACTS

The Authority reserves the right to let other contracts in connection with the Work to be performed on the Project. Therefore, the Contractor may not have exclusive occupancy of the territory within or adjacent to limits of the Site.

The Contractor will be required to cooperate with all other contractors and the owners of the various utilities in and around the Site and to coordinate and arrange the sequence of their work to conform with the progressive operations of such other work. Cooperation and adjustments with the Contractors already engaged and to be engaged upon the Site is essential to properly coordinate the construction efforts of all Contractors, Utility Owners, and Subcontractors engaged in the Work within and adjacent to the construction area of this Project.

In case of interference with the operations of any private Utility owners or other contractor, the Authority will be the sole judge of the rights of the Contractor and each contractor and the sequence of work necessary to expedite the completion of the entire Project. The Authority does not warrant the performance of other contractors to the Contractor. In all cases, the Authority's decision shall be accepted as final.

§ 102-12 FORMS

The form of contract and bond, if given, shall be that provided by the Greater New Haven Water Pollution Control Authority.

§ 102-13 ENGINEERING CHARGES

When the Work embraced in the Contract is not completed on or before the date specified, engineering and inspection expenses incurred by the Authority upon the Work, including engineering and inspection expenses incurred on the Work by railroad companies, from the completion date originally fixed in the Contract to the actual date of completion of the Work may be charged to the Contractor and may be deducted by the Authority from the final monies due the Contractor. Consideration of any Extra Work or Order on Contract added to the original Contract amount, as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the Authority before assessing engineering and inspection charges against the Contractor. Such charges will be assessed, however, in cases where the Work has been unduly delayed by the Contractor without acceptable reasons, or due to inefficient operations, or any other reason for which the Authority determines the Contractor liable.

§ 102-14 EXEMPTION FROM TAX

Purchases made by the Greater New Haven Water Pollution Control Authority are exempt from payment of Federal Taxes, and State of Connecticut Sales and Use Taxes. Such taxes must not be included in the bid price of any item or materials permanently incorporated into the Work or furnished to the Authority under the Contract.

§ 102-15 CHANGES IN AMOUNT OF BID

All unit prices, lump sums, etc. listed in the bid Proposal, are firm and not subject to change for ninety (90) days from the day bids are opened.

§ 102-16 SPECIAL SPECIFICATIONS AND NOTES

The schedule of liquidated damages, scope of work, the list designated by the Authority as "Specialty Items" and specific Contract Special Notes and Requirements, will be listed in this location of the Specifications.

§ 102-17 PREQUALIFICATION

To the extent applicable, all bidders must hold a current State of Connecticut DAS prequalification certificate as required by the DAS contractor prequalification program (See Connecticut General Statutes §4a-100) and shall submit a current certificate and DAS contractor prequalification update statement at the time of bid. However, DAS prequalification does not preclude the right of the Authority to independently evaluate and make determinations regarding the responsibility of the bidders.

Greater New Haven
Water Pollution Control Authority

INVITATION

for Constructing

PROJECT: XXXX-XX (SHORT TITLE)
STATE PROJECT NO:
FEDERAL PROJECT NO:

Sealed bids will be received at the Office of the Director of Finance and Administration of the Greater New Haven Water Pollution Control Authority located at 345 East Shore Parkway, New Haven, Connecticut 06512 for **PROJECT: XXXX-XX (LONG TITLE)** until **(TIME) on (DAY) (MONTH) (DATE) (YEAR)** at which time and place said bids will be opened publicly and read aloud.

The information for Bidders, Proposal, Form of Contract, Plans and Specifications may be examined at the Office of the Director of Finance and Administration at the above address. Any one submitting a bid for this project must have in their possession a copy of **THE GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY STANDARD SPECIFICATIONS dated September 12, 2006**. The document can be obtained upon payment of One Hundred Dollars (\$100.00). The Plans and a "bid package" containing the Invitation; Labor Rates; Proposal; Special Specifications and Notes can be obtained upon payment of Fifty Dollars (\$50.00). Any bidder upon returning the Documents in good condition within ten (10) working days of the bid opening will be refunded the entire Fifty Dollars (\$50.00).

A certified check or bid bond in the amount of fifteen percent (15 %) of the total bid amount must accompany the bid. Said checks or bid bonds will be returned to the unsuccessful bidders upon Award of the Contract to the selected firm and execution of the Agreement. If any bid is not accompanied by a bid bond or check at the specified time for the bid opening, the incomplete bid will not be read and this action will constitute automatic rejection of the bid.

The successful bidder will be required to furnish a performance bond and a labor and materials payment bond in the form as attached to the Bid Documents for the amount of the total bid. A certified check can not be substituted for either bond. The Greater New Haven Water Pollution Control Authority reserves the right to alter quantities and to accept or reject any or all bids or any portion of any bids, for any or no reason, including unavailability of appropriated funds as it may deem to be in its best interests.

All bidders are to note that the award of this Contract is subject to the following conditions and contingencies:

1. The approval of such governmental agencies as may be required by law.
2. The appropriation of adequate funds by the proper agencies.

Gabriel Varca
Director of Finance and Administration

§ 102-19 SAMPLE FORM OF LABOR RATES

Project specific prevailing wage rates will be obtained from the Connecticut Department of Labor, Wage and Workplace Standards Division.

These rates are to be the minimum paid to workers employed in these occupations on this Project and shall remain in effect until completion, unless adjusted prior thereto. The Contractor remains fully liable for the increase in any prevailing wages rates which may be made during the course of the Project.

Please direct any questions pertaining to this matter to the Wage and Standards Division, Telephone No. 860 566 4391

§ 102-20 SAMPLE FORM OF PROPOSAL

ITEMIZED PROPOSAL

For Constructing

PROJECT: XXXX-XX (LONG TITLE)
STATE PROJECT NO:
FEDERAL PROJECT NO:

The Work proposed herein must be completed by (MONTH) (DATE) (YEAR).

Greater New Haven
Water Pollution Control Authority
345 East Shore Parkway
New Haven, Connecticut 06512

To Whom It May Concern,

In submitting this bid the duly authorized undersigned declares that the entity on behalf of which this bid is made is, or they are, the only person or persons interested in the said bid; that the bid is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Greater New Haven Water Pollution Control Authority, or any person in the employ of the Authority is directly or indirectly interested in said bid or in the supplies or work to which it relates, or in any portion of the profits thereof.

The undersigned also hereby declares that they have, either for themselves or on behalf of the entity they represent, carefully examined the Plans, specifications, and form of Contract for this Project, have personally inspected the actual location of the Work and have considered potential local sources of supply, and are satisfied as to all the quantities and conditions, and understands that in signing this Proposal they or the entity that they represent waives all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that they are to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the Work necessary under the aforesaid conditions, to complete the improvements of the Project, which Plans and specifications it is agreed are a part of this Proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid. The undersigned further agrees to accept the aforesaid unit bid prices in

compensation for any additions or deductions caused by any variation in quantities due to more accurate measurement, or by any changes or alterations in the Plans or specifications of the Work and for use in the computation of the value of the Work performed for monthly estimates.

Every Proposal must be accompanied by a certified check or bank cashier's check or bid bond payable to the Greater New Haven Water Pollution Control Authority in the amount of fifteen percent (15%) of the bid.

Accompanying this Proposal is a certified check or bank cashier's check or bid bond payable to the Greater New Haven Water Pollution Control Authority in the amount of \$_____. In case this Proposal shall be accepted by the Authority, and the undersigned shall fail to execute the Contract, the monies represented by such certified check or bank cashier's check or bid bond shall be regarded as liquidated damages and shall be forfeited and become the property of the Authority. The undersigned understands and accepts:

- A. When Work is required in which no specific payment item is listed on the Proposal Form, the cost of such Work shall be included in the unit prices bid..
- B. All unit prices, lump sums, etc. listed in the bid Proposal are firm and not subject to change for ninety (90) days from the day bids are opened.
- C. Within ten (10) days from the date of a notice of acceptance of this Proposal, the undersigned agrees to execute the Contract and to furnish to the District a satisfactory "Faithful Performance Bond" and "Labor and Material Payment Bond" in the amount of one hundred percent (100%) of the Contract price.
- D. Time is of the Essence. All Work to be performed under the Contract shall be completed within the time stated in the Agreement for the Project or within such extended time for completion as may be granted by the Authority.
- E. As a condition of the Contract Award, the successful Bidder shall provide proof, from the Connecticut Secretary of State's office, of its current authorization to do business in Connecticut. All Connecticut corporations must provide a Certificate of Good Standing from the Secretary of State's Office. All foreign (out of State) corporations shall provide a valid license to do business in Connecticut, in the form of a current Certificate of Authority from the Secretary of State's office and evidence of compliance with the bond

requirements of the Connecticut Department of Revenue Services. These documents must be presented within thirty (30) days from the date of the bid opening.

Bidder acknowledges receipt of the Addenda listed below and further acknowledges that the provisions of each Addendum have been included in the preparation of this bid.

Addendum No.	Date Received	Addendum No.	Date Received
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

COMPANY NAME (BIDDER): _____

Address of Bidder: _____

Phone Number: Area Code (_____) _____

I hereby sign this document acting within my authority as a duly authorized representative of the named Bidder. By signing below, I certify, acknowledge and affirm that the information set forth in this document is true, accurate and complete to the best of my knowledge and belief.

Signature of Bidder: _____ **Dated:**

Name and Addresses of Members of the Firm:

§ 102-21 SAMPLE FORM OF AGREEMENT

**GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY
CONTRACT FOR CONSTRUCTION SERVICES**

CONTRACT NO:

This Agreement ("Agreement") entered into this _____ day of _____ 20___, by the Greater New Haven Water Pollution Control Authority, hereinafter referred to as "AUTHORITY", acting by and through its Executive Director, or designee, a corporation organized and existing under the laws of the State of Connecticut acting herein by, _____ Its _____ duly authorized, hereinafter called the "CONTRACTOR".

WITNESSETH: That the Authority and Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1 WORK TO BE DONE

The Contractor shall (a) furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind required to perform and complete in the most substantial and workmanlike manner, the Project generally identified and shown on: _____ (hereinafter the Project) in accordance with the **Greater New Haven Water Pollution Control Authority Standard Specifications, dated September 12, 2006**, the general specifications and conditions of contract, materials of construction, and payment items, and all requirements of the Contract Documents as defined herein.

The AUTHORITY will pay to the Contractor for the satisfactory completion of the Project, the total sum of \$ _____ ("Contract Sum") in the manner as set forth in the Standard Specifications and the Contract Documents.

No increase in the Contract Sum shall be allowed on account of any escalation in the price of material, equipment or wages during the performance of the Work.

The Contractor acknowledges that the Contract Plans and specifications may not be fully developed and the Contractor agrees to perform all Work which may not be specifically mentioned in these documents, but which is required to make the Work complete, functional, and operational as determined by the Engineer and the Authority.

The Contractor shall assume sole responsibility for and shall perform, or cause to

be performed, all special inspections and testings required by the Connecticut Building Code, or any other applicable code or regulation, or the relative Contract Documents. To the fullest extent permitted by law, the Contractor shall be liable to Authority for any and all liability, costs, expenses, fines, penalties and attorney's fees resulting from its failure to perform such duties.

ARTICLE 2 ADMINISTRATION BY AUTHORITY

The Work to be performed under this Contract shall be administered on behalf of the Authority by _____, or their designated representative, hereinafter referred to as the "Engineer."

ARTICLE 3 DOCUMENTS FORMING THE CONTRACT

The Contract Documents shall be deemed to include the advertisement for bid or for Proposals including all General Provisions; the Contractor's bid or Proposal response or extracts thereof as selected by the Authority; this written document, including all bonds and insurance certificates; the Greater New Haven Water Pollution Control Authority Standard Specifications; technical and special specifications; the Project Plans; minimum applicable labor wage rates; any Addenda to specifications if the same are issued prior to the date of receipt of bids; and all provisions required by law or required by external source of funding to be inserted in the Contract, whether actually inserted or not.

This Contract will supersede any agreement or contract form that may have been included in the bid specifications.

While the intention is for all Contract Documents to be read together, to the extent there is any conflict and ambiguity between the terms of this Agreement, and any other Contract Document then the terms of the Agreement shall have priority and prevail.

ARTICLE 4 EXAMINATION OF DOCUMENTS AND SITE

The Contractor confirms that it has in its possession a copy of the Greater New Haven Water Pollution Control Authority Standard Specifications; that it has carefully examined all the Contract Documents, together with the Site of the Project, as well as its surrounding territory; it is fully informed regarding all existing conditions, both natural and man-made, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done and labor and materials to be furnished for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Project Site; that it has secured such information by personal investigation, research, and inquiry into all reasonably

available data concerning the actual Site and has not relied upon the estimates or records of the Authority; and that it will make no claim against the Authority by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the Authority, or for costs incurred as a result thereof.

The Authority makes no representations or warranties as to the accuracy of as-built conditions indicated on the drawings or other documents pertaining to existing facilities including, but not limited to, information on piping, sewers, wiring, ducts and structural members. The Contractor shall independently verify the location of all existing physical conditions and improvements before proceeding with the Work and will provide the access line and benchmarks, layout or line and grade work necessary for proper execution of the Work.

ARTICLE 5 DATE OF COMPLETION

Time is of the Essence. The Contractor further agrees that it will begin the Work herein described within ten (10) days of the effective date hereof, unless written instruction of the Contractor is given to begin at a different date. The Contractor shall prosecute the same so that the Project shall be entirely completed no later than _____.

No extension beyond this date of completion shall be effective unless in writing signed by the Authority. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Authority, which may include a charge for engineering and inspection expenses actually incurred upon the Work, including engineering and inspection expenses incurred by railroad companies on contracts which affect a railroad right of way. Notice of application for such extension shall be filed with the Engineer at least fifteen (15) days prior to the date of completion fixed by the terms of this Contract.

ARTICLE 6 ALTERATIONS AND OMISSIONS

The Work shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the Authority exceeding the consideration named in Article 1.

The Authority reserves the right, at any time during the progress of the Work hereunder; to alter the Plans therefore or omit any portion of the Work as it deems to be in the interest of the Project. In such event, allowances for additions and/or deductions to the prices listed in the Proposal will be made commensurate with such changes in the scope or extent of the Work. Any such action by the Authority shall not constitute grounds for a claim by the Contractor for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of work contemplated in the Proposal and as built.

ARTICLE 7 CONTINGENCIES, EXTRA WORK, AND CHANGES

Whenever the Engineer determines that, from any cause not foreseeable at the time of this Contract, the scope of Work contemplated hereunder should be altered to provide for changes, deletions, contingencies, or additional or Extra Work, they may issue an Order on Contract to the Contractor who shall forthwith commence the Work necessary to comply with the specifications of such Order on Contract. No Extra Work shall be commenced or undertaken nor shall any be deleted until the Engineer has issued and signed a written Order on Contract in the Authority's standard form.

Payment for any unforeseen work and/or changes shall be made as provided for in the Standard Specifications.

Pending resolution of any claim, dispute, change or other controversy, nothing shall excuse the Contractor from proceeding diligently with prosecution of the Work.

ARTICLE 8 NO COLLUSION OR FRAUD

The Contractor hereby agrees that the only person or persons interested as principal or principals in the bid or Proposal submitted by the Contractor for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the Authority, nor any member of the immediate family of any such person, has or shall have a financial interest in the performance of this Contract, in the supplies, work or business to which it relates, or in any portion of the profits thereof, except as permitted by the Code of Ethics of the Greater New Haven Water Pollution Control Authority.

ARTICLE 9 PAYMENT OF ESTIMATES

As the Work progresses in accordance with the Contract and in a manner that is satisfactory to the Authority, the Authority hereby agrees to make payments to the Contractor therefore, based upon the Proposal attached hereto and made a part hereof, as follows: The Engineer shall once in each month and on such days as it may fix, estimate the quantity of Work done and Material furnished in accordance with the terms and conditions of this Contract during the preceding month, and, subject to receipt of an acceptable application for payment and all supporting documentation, which shall include, without limitation, a partial release and waiver of liens in the form as shown in **§ 102-21, Sample Form of Conditional Partial Release and Waiver of Liens** and which has been executed by Contractor, shall pay to the Contractor ninety-five (95%) percent of such amount.

Commencing with the second application for payment and continuing thereafter, as a condition to receipt of any progress payments the Contractor shall also submit partial releases and waivers of lien as executed by all subcontractors and material suppliers which have furnished any labor, material or equipment on the Project and which shall be

effective through the immediately preceding application for payment. The five (5%) percent retained shall be held by the Authority until Final Completion and acceptance of all Work covered by this Contract and compliance by the Contractor with all of its responsibilities hereunder including the posting of a twenty-five percent (25 %) maintenance bond in a form acceptable to the Authority by the Contractor ensuring the Project for a period of two (2) years from the date of final acceptance and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Engineer.

It is further agreed that so long as the Contractor fails to comply with any lawful or proper direction concerning the Work or Material given by the Engineer, the Contractor shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the Contractor fully and satisfactorily complies with all such directions.

The Contractor shall not apply for payment of any sums on account of Work performed by any subcontractor or vendor unless it intends to immediately pay such sums to them. All monies paid to Contractor on account of Work performed by any subcontractors, vendors or laborers shall be deemed to be trust funds for the benefit of such entities.

The Authority may withhold from any payment, including final payment, such amount as the Authority, in its discretion, deems reasonably necessary to protect itself against any actual or potential liability (including attorney's fees and costs) or damage directly or indirectly relating to the Contract arising from, or alleged to arise from, any act or omission by Contractor.

The Authority shall have the right to set off against amounts otherwise due to the Contractor under this Contract or under any other contract or arrangement that the Contractor has with the Authority, any costs that the Authority has incurred due to the Contractor's non-compliance with this Contract and any other amounts that are due and payable from the Contractor to the Authority. Any sum taken and set off from the Contractor shall be deemed to have been paid to the Contractor for purposes of payment obligations under Article 9.

ARTICLE 10 UNCOMPLETED WORK

If, in the judgment of the Engineer, the Work to be performed under this Contract is "substantially", although not entirely, completed, and in its judgment the withholding of the retained percentage would be an injustice to the Contractor, the Engineer may, provided that it receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, to include in the final account such uncompleted items. The Engineer will pay the Contractor therefore at the item prices in the Contract upon the Contractor's depositing with the Engineer a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted work. The deposit may be used by the Engineer to

complete the uncompleted portion of the Contract and any unused portion shall be returned to the Contractor upon its satisfactory completion of the uncompleted work within a specified number of working days after it has been notified to proceed.

ARTICLE 11 FINAL ACCEPTANCE OF WORK

When, in the opinion of the Engineer or, if applicable, the Authority's representative, the Contractor has fully performed the Work under this Contract, the Engineer, or the Authority's representative, shall recommend to the Authority the acceptance of the Work so completed. If the Authority accepts the recommendation, it shall thereupon by letter notify the Contractor of such acceptance, and copies of such acceptance shall be sent to other interested parties.

ARTICLE 12 FINAL PAYMENT

Final payment shall be made only after acceptance of the Work performed hereunder, approval of the final determination of such Work by the Engineer, the Contractor's execution of a final release and waiver of liens in the form as shown in **§102-22, Sample Form of final Release and Waiver of Liens**, and the Contractor's having posted a satisfactory two (2) year maintenance bond with the Authority. The Engineer, or the Authority's representative, shall prepare the final determination of the Work done from actual field measurements and computations relating to the same, shall compute the value of such Work under and according to the terms of this Contract, certify as to the correctness of such determination, and submit the same to the Authority for final approval. The right is hereby reserved to the Authority to reject the whole or any portion of the final determination, should it be found or known to be inconsistent with the terms of this Contract or otherwise improperly given. All certifications, upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13 ACCEPTANCE OF PAYMENT

Acceptance by the Contractor, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the Authority from any and all claims of any liability or responsibility to the Contractor for anything done to, furnished for, relating to or in connection with the Work hereunder, and for any act, neglect, default on the part of the Authority or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the Authority prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The Contractor's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 14 LABOR AND EMPLOYMENT REGULATIONS

Pursuant to Connecticut General Statutes, §31-52, all contracts for the construction,

remodeling or repairing of any public building are required by law to contain the following provisions:

“In the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market areas, as established by the Labor Commissioner of the State of Connecticut, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date of this contract.”

In no event shall these provisions be deemed to abrogate or supersede, in any manner, any provision regarding residency requirements contained in any collective bargaining agreement to which the contractor is a party.

Pursuant to Connecticut General Statutes, §31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract concerns a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure except public buildings covered by §31-52, site preparation or site improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed are required by law to contain the following provision:

“In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.”

Nothing herein shall abrogate or supersede any provision regarding residence requirements contained in any collective bargaining agreement to which the Contractor is a party.

The Contractor shall include the foregoing provisions in all subcontracts and sub-agreements entered into pursuant to this Contract or related to this Project.

Pursuant to Connecticut General Statutes, §31-53, the following provision shall be incorporated into each contract for work relating to new construction of a public works project where the total cost of all work to be performed in connection with such project is Four Hundred Thousand Dollars (\$400,000) or more, and each contract for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000) or more:

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

NOTE: Prevailing wage rates are fixed by the State Labor Commissioner.

The most recent wage rate schedule will be obtained and attached to the Contract.

In the event that the Authority determines that any mechanic, laborer or workman employed by the Contractor or any subcontractor directly on the Site for the work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the Authority may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work hereunder or such part of the work for which there has been a failure to pay the required wages. In the event of such termination, the Authority may prosecute the work to completion by contract or otherwise and the Contractor and its Sureties shall be liable to the Authority for all costs incurred thereby in excess of the compensation to be paid under this Contract.

ARTICLE 15 RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

If, at any time, the Engineer or the Authority determines that the Work hereunder is not being performed according to the Contract Documents or in the best interests of the Authority, the execution of the Work by the Contractor may be temporarily suspended by the Engineer or the Authority, who may then proceed with the Work under its own direction in accordance with the Contract specifications and in such manner as determined to be in the best interests of the Authority; or the Authority may terminate the Contractor's employment under this Contract while it is in progress, and thereupon proceed with the Work in such manner and by such process as determined to be in the best interest of the Project and the Authority. All costs, expenses, losses and damages, including attorney fees, and all other charges incurred by the Authority for the Project as a result shall be charged to the Contractor and deducted by the Authority from any monies due or payable or to become due or payable hereunder. If the cost of completing the Contract exceeds the amount stated herein, such amount shall be charged to and promptly paid by the Contractor to the Authority. In computing the amounts chargeable to the Contractor, the Authority shall not be held to a basis of the lowest prices for which the completion of

the Project or any part thereof might have been accomplished, but the Contractor shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project Work hereunder. The rights described herein are in addition to any other rights and remedies provided by the law.

Should the Authority reactivate the performance of services covered by this Contract, in whole or in part, within one (1) year from the time of suspension, any fees paid to the Contractor pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding one (1) year, the Contractor and the Authority may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

Termination under this section shall not give rise to any claim against the Authority for damages or compensation in addition to that provided hereunder.

No person shall have any right or claim by reason of the Authority's failure or refusal to withhold monies. No interest shall be payable by the Authority on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Authority.

If the Engineer determines to suspend or stop Work, or if the Authority determines to terminate or cancel this Contract, a written notice sent by mail to the Contractor at its address and to the Sureties at their respective addresses shall be sufficient notice of its action. In the event of termination, no further payment to the Contractor shall be made until the Work is completed and the Authority determines the additional costs, expenses, losses and damages due and owing by the Contractor to the Authority.

If it is subsequently determined that Authority has wrongfully terminated Contractor for default under this Article 15, then the termination shall be deemed to be a termination for convenience as provided under **§105-07, Termination for Convenience Clause** of the General Provisions.

ARTICLE 16 INTERPRETATION OF PLANS

Any ambiguity in, or difference in interpretation of the Plans, specifications or other Contract Documents, or between or among any of them, must be immediately submitted to the Engineer, who shall resolve the same, and its decision in relation thereto shall be final and conclusive upon the parties.

ARTICLE 17 REJECTED WORK AND MATERIAL

In the event the Engineer finds that the Materials furnished, the finished Project or the Work performed hereunder by the Contractor does not conform with the plans and specifications and has resulted or will result in an inferior or unsatisfactory product, the Materials or Work shall be removed and replaced or otherwise corrected, to the

satisfaction of the Engineer, by and at the expense of the Contractor.

The Contractor agrees that it shall at once remove from the Site at its own expense all Work or Material which may be rejected by the Engineer and replace the same with Work or Material satisfactory to the Engineer. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18 PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

- A. The Contractor shall, within thirty (30) days after its receipt of payment from the Authority, pay any amounts due any subcontractor, whether for labor performed or Materials furnished hereunder, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the Authority.
- B. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty (30) days after such subcontractor receives payment from the general contractor which encompasses labor or materials furnished by such subcontractor.

ARTICLE 19 LAWS, PERMITS, AND LICENSES

The Contractor shall observe all federal, state, and local laws and regulations and agrees to procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder.

ARTICLE 20 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees and warrants that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated in a nondiscriminatory manner.

The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 21 SUCCESSORS AND ASSIGNS

This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the Contractor nor shall the Contractor's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Authority.

ARTICLE 22 LIQUIDATED DAMAGES

It is understood by the parties that timely completion of the Project is essential. If the Contractor fails to satisfactorily complete the Work hereunder within the time specified or within any extra time that may have been allowed by way of an extension, there shall be deducted from any monies due or that may become due the Contractor, the sum of _____ Dollars (\$) for each and every Calendar Day, including Saturdays and Legal Holidays, that the Project remains incomplete. This sum shall not be imposed as a penalty, but as liquidated damages due the Authority from the Contractor by reason of the inconvenience to the public and other problems incurred by the Authority as a result of the delay thereby occasioned, including, but not limited to, the added cost of engineering and supervision, maintenance and other items which involve the unanticipated expenditure of public funds.

ARTICLE 23 INSURANCE AND INDEMNIFICATION

The Contractor agrees to obtain at its own cost and expense all insurance required by the Contract Documents and to keep the same in continuous effect until the Authority indicates the termination of the Contractor's responsibilities hereunder. Before commencing the Work, the Contractor shall furnish the Authority a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the Authority. Each insurance certificate shall be endorsed to name the Greater New Haven Water Pollution Control Authority as an additional insured party and shall provide that the insurance company shall notify the Authority by certified mail at least thirty (30) days in advance of termination of or any change in the policy. No change shall be made without the prior written approval of the Authority Counsel.

To the maximum extent permitted by law, the Contractor expressly agrees to at all times indemnify, defend and save harmless the Greater New Haven Water Pollution Control Authority, the Engineer and their respective officers, agents and employees ("Indemnitees"), on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel fees; and compensation arising out of personal injuries (including death), any damage to property, real or personal, any economic loss and any other loss, expense or aggravement directly or indirectly arising out of, related to or in connection with the Project and the Work to be performed

hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them, subject only to the exception that this indemnification obligation excludes any liability arising out of bodily injury or property damage caused by the negligence of the Indemnitees, their employees and agents. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract and shall not be limited by reason of any insurance coverage.

The Contractor hereby assumes the entire responsibility and liability for all Work, supervision, labor and materials provided hereunder, whether or not erected in place, and for all plant, scaffolding, tools, equipment, supplies, and other things provided by Contractor until a final acceptance of the entirety of the Work by the Authority. In the event of any loss, damage or destruction thereof from any cause, the Contractor shall be liable therefor, and shall repair, re-build and make good such loss, damage or destruction at Contractor's cost and expense, subject only to the extent that any net proceeds are payable under any Builder's Risk property insurance that may be maintained by the Authority.

ARTICLE 24 SUBCONTRACTING

The Contractor shall not subcontract any portion of the Work to be performed hereunder unless the prior consent of the Authority is given for both the Work to be subcontracted and the subcontractor to perform the same.

The Authority shall be an express third party beneficiary of all subcontracts, purchase orders, and other agreements entered into between the Contractor and third parties with respect to the Project.

ARTICLE 25 GENERAL PROVISIONS

- A. This Contract shall be deemed binding only to the extent that money is available and appropriated to the Authority for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the Authority beyond such moneys as are properly made available and appropriated for the Project.
- B. The relationship of the Contractor to the Authority is that of an independent Contractor. The Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the Authority by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or

retirement membership or credit.

- C. The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the Contractor be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The Contractor further agrees to include the foregoing certification in any subcontract or purchase order which it may enter into in furtherance of the Work contemplated hereunder.
- D. No member of the governing body of the Authority, and no other officer, employee, or agent of the Authority, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the Greater New Haven Water Pollution Control Authority; and the Contractor covenants that no person having such interest shall be employed in the performance of this Contract.
- E. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in a Connecticut state court in New Haven, Connecticut.
- F. The Contractor shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the Greater New Haven Water Pollution Control Authority and of any municipality wherein the Work is to be performed, and shall commit no trespass on any private property in performing any of the Work embraced herein.
- G. This Contract incorporates all the understandings of the parties hereto, supersedes any and all agreements and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.
- H. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.
- I. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.
- J. All notices of any nature referred to in this Contract shall be in writing and sent by

registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

**To the Authority: Executive Director
 Greater New Haven
 Water Pollution Control Authority
 345 East Shore Parkway
 New Haven, Connecticut 06512**

To the Contractor: Address

- K. The Contractor expressly waives its right to notice of hearing under Connecticut General Statutes §52-278a through §52-278q, inclusive, relative to prejudgment remedies, and agrees that the Authority may issue a writ for prejudgment remedy (attachment, foreign attachment, garnishment or replevin) by its attorney without securing a court order.
- L. The Contractor and its subcontractors shall not employ anyone to perform any portion of the Work whose employment may be objected to by the Engineer or the Authority. It is understood that contracts to be awarded by the Authority and labor will be employed on the Project without discrimination without as to whether employees, agents, suppliers or subcontractors of the Authority or any subcontractor including those that may be employed by the Contractor, are members or non-members of any labor or collective bargaining organization, and the Contractor accepts this Agreement with this understanding. There should be no manifestations on the Project of any dispute between any labor organization and the Contractor. The Contractor agrees to employ workers, agents, suppliers, and subcontractors who will perform the Work under this Agreement whether or not such employees and mechanics on the Project are members or non-members of any labor or collective bargaining organization. Should any workers perform any portion of the Work, engage in a strike or other work stoppage or cease to work due to picketing or a labor dispute of any kind, said circumstances shall be deemed a failure to perform the Work on the part of the Contractor subject to the conditions and terms set forth in Article 15 of the Agreement.
- M. The Contractor shall waive all claims against the Authority for consequential or special damages of any kind whether arising under a theory of breach of contract, tort, breach of warranty, or otherwise.
- N. In accordance with paragraph 108.04 of the General Provisions, Contractor shall not be entitled to any payment of costs, expenses or damages on account of delay on the Project.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS HEREOF, this agreement has been executed in four (4) counterparts by the Authority, acting by and through its Executive Director, who has caused the seal of their office to be affixed hereto, and the Contractor has duly executed this agreement on the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

**Greater New Haven
Water Pollution Control Authority**

.....

By
(NAME)
Its Executive Director
Duly Authorized

(CONTRACTOR)

.....

By
(OFFICER) (POSITION)
Duly Authorized

(affix corporate seal of contractor, if a corporation)

APPROVED AS TO FORM:

By:
Authority Counsel

**APPROVED AS TO
AVAILABILITY OF FUNDS:**

By:
Director of Finance & Administration

§ 102-22 SAMPLE FORM OF CONDITIONAL PARTIAL RELEASE AND WAIVER OF LIENS

CONDITIONAL PARTIAL RELEASE AND WAIVER OF LIENS

The undersigned, _____ (**"Releasing Party"**) located at _____, having performed or furnished, or having caused to be performed or furnished, labor, services or materials in the design, construction, alteration or improvement of that property of _____ (**"Authority"**) described as:

the "Project", which term includes the real property on which construction is taking place) hereby certifies that upon receipt of the Releasing Party of a check from, or credit to the Releasing Party's account of an electronic payment from the Authority in the amount of \$_____ (**"Payment"**), pursuant to a contract with Authority/Trade Contractor (**the "Contract"**), such Payment shall constitute all the monies due the Releasing Party for all labor, materials or services performed on or furnished to the Project up to and including the date of _____ [**date payment is made through**] (**referred to hereinafter as the "Release Date"**); except for claims for extra work in the amount of \$_____ as expressly identified below:

EXCEPTIONS:

[Itemize or Insert "None"]

The Authority has contracted with _____ to be engineer for the Project (**"Engineer"**).

[FOR TRADE-SUBCONTRACTORS] [Contractor], as principal and _____ as surety (**"Payment Bond Surety"**) have furnished a payment bond no. _____ (**"Payment Bond"**) to secure the payment of all labor, materials and services furnished on the Project.

Subject only to the receipt of the Payment and the Extras identified above, the Releasing Party, for itself and its successors, up through and including the Release Date, does hereby remise, release and forever discharge, the Authority, Payment Bond Surety, Engineer, [Contractor], Payment Bond Surety and their respective directors, officers, officials, employees, boards, committees, and agents, and the aforementioned successors, heirs, executors and administrators (**"Discharged Parties"**), of and from all manner of actions and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law, in admiralty, or in equity which against the Discharged Parties or the Releasing Party ever had, now has, or which it or its successors hereafter can, shall or may have from the beginning of the world to the Release Date in connection with any and all claims on account of labor, material or services arising out of or relating to the Project.

Further, and subject only to the receipt of the Payment and the Extras identified above, the Releasing Party certifies, under oath, and in accordance with all applicable statutes, laws and regulations, that all lienors, including laborers, subcontractors or materialmen, have been paid in full up through the Release Date for all materials, equipment, fees, licenses, insurances and taxes of every description furnished for the Project and that there are no liens, causes for liens, rights to claim a lien, or claims against the Releasing Party for such items. The Releasing Party certifies that it will indemnify and save harmless the Discharged Parties from any and all manner of claims, liens, suits, losses, costs, expenses and damages, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the furnishing of labor, material or services under the Contract referred to above, or any work performed or material

supplied thereunder, and hereby releases forever all claim, title and interest in the Project and the Payment Bond for the same through the Release Date.

Further, and subject only to the receipt of the Payment and the Extras identified above, the Releasing Party for value received does hereby release and discharge the Project from any and all liens, claims of liens and rights to claim a lien, equitable or legal, and any claims against the Payment Bond, which the undersigned has or may have against the Project for labor, services or materials through the Release Date. Lien rights which the Releasing Party may acquire for labor, services or materials furnished subsequent to the Release Date are not released by this instrument.

Further, and subject only to the receipt of the Payment and the Extras identified above, the Releasing Party warrants that no assignment of claims for payments or rights to perfect a lien against the Project or claims against the Payment Bond have been made, and that the undersigned has the authority to execute this Conditional Partial Release and Waiver of Liens and has performed the labor and services supplied and the materials required of the Releasing Party to the state of completion of said improvements for which payment is being applied. The undersigned has personal knowledge that the statements made herein are true and correct.

Dated: _____, 200__.

By: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of _____, a _____ corporation on behalf of the corporation. [He/She] is personally known to me or has produced _____ as identification and [did] [did not] take an oath.

My Commission Expires: _____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

§ 102-23 SAMPLE FORM OF FINAL RELEASE AND WAIVER OF LIENS

FINAL RELEASE AND WAIVER OF LIENS

The undersigned, _____ (**"Releasing Party"**) located at _____, having performed or furnished, or having caused to be performed or furnished, labor, services or materials in the construction, alteration or improvement of that property of _____ (**"Authority"**) described as:

the "Project" which term includes the real property on which construction is taking place) acknowledges receipt of final payment in the amount of \$_____ pursuant to a contract (the "Contract") with the _____ (**"Owner"/"Contractor"**).

The Authority has contracted with _____ to be the engineer for the Project (**"Engineer"**).

[FOR TRADE SUBCONTRACTORS] The *[Contractor]*, as principal, and _____, as surety, (**"Payment Bond Surety"**) have furnished a payment bond no. _____ (**"Payment Bond"**) to secure the payment of all labor, materials and services furnished on the Project.

The Releasing Party, for itself and its successors, does hereby remise, release and forever discharge Authority, Engineer, *[Contractor]*, Payment Bond Surety and their respective directors, officers, officials, employees, boards, committees, and agents, and the aforementioned successors, heirs, executors and administrators (**"Discharged Parties"**), of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which against the said Discharged Parties the Releasing Party ever had, now has or which it or its successors hereinafter can, shall or may have in connection with any and all claims on account of labor, material or services arising out of or relating to the Project.

Further, the Releasing Party certifies, under oath, and in accordance with all applicable statutes, laws and regulations, that all lienors, including laborers, subcontractors or materialmen, have been paid in full for all materials, equipment, fees, licenses, insurances and taxes of every description furnished for the Project, and that there are no liens, causes for liens, rights to claim a lien, or claims against the Releasing Party for such items. The Releasing Party certifies that it will indemnify and save harmless the Discharged Parties from any and all manner of claims, liens, suits, losses, costs, expenses and damages, including, but not limited to, reasonable attorneys' fees arising out of or resulting from the furnishing of labor, material or services under the Contract referred to above, or any work performed or material supplied thereunder, and hereby releases forever all claim, title and interest in the Project for the same.

Further, the Releasing Party for value received does hereby release and discharge the Project from any and all liens, claims of lien and rights to claim a lien, equitable or legal, which the undersigned has or may have against the Project and, further, hereby releases and discharges any and all claims against the Payment Bond, for labor, services or materials furnished on the Project.

Further, the Releasing Party warrants that no assignment of claims for payments or rights to perfect a lien against the Project or claims against the Payment Bond, have been made, and that the undersigned has the authority to execute this Final Release and Waiver of Liens and has performed the labor and services supplied the materials required of the Releasing Party. The undersigned has personal knowledge that

the statements made herein are true and correct.

Dated: _____, 200__.

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200__, by _____, as _____ of _____, a _____ corporation on behalf of the corporation. [He/She] is personally known to me or has produced _____ as identification and [did] [did not] take an oath.

My Commission Expires: _____

(Signature)

Name: _____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

SECTION 103 AWARD AND EXECUTION OF CONTRACT

§ 103-01 AWARD OF CONTRACT

Award of contract will be made only to the lowest responsible responsive Bidder as will best promote the public interest. The Greater New Haven Water Pollution Control Authority reserves the right to reject any or all proposals or any portion thereof, or, to award to other than the low Bidder, to waive minor informalities, to advertise for new proposals, or to proceed to do the Work otherwise, if, in its opinion, the best interests of the Authority will thereby be promoted. The Authority reserves the right to assess and determine the responsibility of each Bidder.

If requested by the Authority, the Bidder must present evidence of ownership; corporate structure; experience; ability; compliance with environmental, health and safety regulations; and financial standing; as well as a statement as to equipment.

§ 103-02 EXECUTION OF CONTRACT

The person or persons whose Proposal is accepted will be required to execute the written Contract provided by the Authority and to comply in all respects with the insurance coverage and bonding requirements relating to the Contract within ten (10) days of the date of the delivery of the Contract form by the Authority. In case of failure or refusal on the part of the Bidder to deliver the duly executed Contract to the Authority within the ten (10) day period herein mentioned, the amount of the Bid Deposit made will be forfeited to the Authority.

The Contractor agrees that they will conduct their operations in compliance with all the laws, and regulations of the United States, and the State of Connecticut. All costs due to compliance with the above described laws, regulations, and ordinances shall be included in the prices bid for Contract Items unless otherwise provided for in the Contract.

§ 103-03 RIGHT TO SUSPEND WORK AND CANCEL CONTRACT

If at any time during the prosecution of the Work the Engineer determines that the Work under the Contract is not being performed according to the Contract Documents or in the best interest of the Authority, the execution of the Work by the Contractor may be temporarily suspended by the Engineer, who may then proceed with the Work under its own direction in such manner as will accord with the Contract specifications and be for the best interests of the Authority; or they may terminate the Contractor's employment under the Contract while it is in progress, and thereupon proceed with the Work, in affirmance of the Contract, by a new contract negotiated or publicly let, by the use of its own forces, by calling upon the Surety to complete the Work in accordance with the Plans and specifications or by a combination of any such methods. If the cost of completing the Contract exceeds the price for which it was originally awarded, such

costs shall be charged to and paid by the Contractor or their Surety. Whenever the Engineer determines to suspend or stop work under the Contract, a written notice sent by mail to the Contractor at their address and to the Sureties at their respective addresses, shall be sufficient notice of its action.

§ 103-04 BONDS

The Contractor shall procure and maintain without any expense to the Authority and until final acceptance of the Work the following:

- A. FAITHFUL PERFORMANCE BOND. A bond in the form acceptable to the Authority with sufficient sureties, to ensure that the Contractor will perform the Work in accordance with the terms of the Contract and with the Plans and specifications, and that it will commence and complete the Work within the time prescribed in the Contract, and that it will provide against direct or indirect damages that shall be suffered or claimed on account of such construction or improvement, during the time thereof, and until the Contract is accepted.
- B. LABOR AND MATERIAL PAYMENT BOND. A bond in a form acceptable to the Authority guaranteeing prompt payment of all monies due all persons supplying the Contractor or a Subcontractor with labor or materials employed or used in carrying out the Contract. The bond shall inure to the benefit of the persons supplying such labor or materials.
- C. AMOUNT OF BONDS. The amounts of the Faithful Performance Bond and Labor and Material Payment Bond shall each be one hundred percent (100%) of the amount of the Contract price.
- D. All bonds shall be submitted to the office of the Authority Counsel for review at least five (5) days prior to the scheduled signing of a Contract. No Work on the Contract shall commence until such bonds have been properly completed and submitted.

§ 103-05 LIQUIDATED DAMAGES

Time is of the essence for the Project. The Contractor is expected to perform the Work within the time limitations set out in the Contract Documents, with due allowance being made for any extensions of time made in accordance with the provisions herein set out. In the event that the Contractor shall not so perform, it shall be liable to the Authority for liquidated damages in accordance with that specified in the Contract, for each Calendar Day that the Contractor is in default of completion. The Authority will deduct the liquidated damages from any amount due or that may become due to the Contractor, or to collect the liquidated damages from the Contractor or its Surety immediately upon demand.

SECTION 104 SCOPE OF WORK

§ 104-01 WORK REQUIRED

The Contractor shall be required to perform all Work enumerated under the different items of the Contract and to protect all adjoining property, all utilities and existing Roadway facilities within the Right-of-Way/Site and to repair or replace any such properties, utilities and facilities damaged or destroyed by them or their employees in performing the Work, both within and adjacent to the Right-of-Way/Site.

The Contractor's attention is directed to the fact that during the life of this Contract the owners and operators of Utilities may make changes in their facilities within the limits of or adjacent to this Contract which may be both temporary and permanent.

The Contractor shall be responsible for the coordination of the Work of their various Subcontractors. The Contractor shall be responsible for the acts and omissions of its Subcontractors. Their respective operations shall be arranged and conducted so that delays will be avoided. Where the Work of the Contractor, or Subcontractors, overlaps, or dovetails with that of other Contractors, materials shall be delivered and operations conducted so as to carry on the Work continuously in an efficient and workmanlike manner.

Delays or oversights on the part of the Contractor or Subcontractors or Utility owners in getting any or all of their Work properly done, thereby requiring the cutting, removing and replacing of Work already in place, shall not be the basis of a claim or request for extra compensation. Such Work will be performed at the cost and expense of the offending Contractor, Subcontractor or Utility owners.

§ 104-02 ALTERATIONS AND OMISSIONS

The Work shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the Authority other than the consideration named therein.

The Authority reserves the right, at any time during the progress of the Work, to alter the Plans or omit any portion of the Work as it may deem reasonably necessary for the public interest. In such event, allowances will be made for additions and deductions in compensation at the prices named in the Proposal for this Work and shall not constitute grounds for any claim by the Contractor for damages, loss of anticipated profits, or for any variations between the approximate quantities and the quantities of the Work as done.

§ 104-03 CONTINGENCIES, EXTRA WORK, DEDUCTIONS

Whenever the Engineer determines that from any unforeseen cause the terms of any contract should be altered to provide for changes, contingencies or Extra Work, they may issue an Order on Contract to the Contractor who shall forthwith proceed with the performance of the Work and the furnishing of the Materials and equipment necessary for its accomplishment in accordance with the pertinent specifications. No such Extra Work shall be commenced or undertaken until the Engineer has issued a signed, written Order on Contract.

No instruction or Extra Work, either written or verbal, shall be construed as an order for changes unless it is in the form of a written Order on Contract bearing the signed approval of the Engineer.

Payment for unforeseen Work shall be made as provided for in **§ 109-04 "EXTRA AND FORCE ACCOUNT WORK"**.

Pending resolution of any claim, dispute, change or other controversy, nothing shall excuse the Contractor from proceeding diligently with prosecution of the Work.

§ 104-04 CLOSING OF HIGHWAY

The legal closing of a roadway and/or street to public travel in the proper manner according to the requirements of the municipality wherein the Work is to be performed will be accomplished by the Engineer when requested by the Contractor. All roadways are not closed during highway construction operations.

When a highway, roadway or street is legally closed and public travel diverted there from, adequate warning, danger and direction signs and lights shall be erected and maintained by the Contractor to properly and reasonably protect the public by day and by night. Suitable barricades shall also be erected at the ends of such closed sections of roadways and large signs displayed indicating such closure. All signs, barricades and other traffic control devices used shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways as approved and amended.

§ 104-05 RESTRICTED USE OF HIGHWAY

With the Award of this Contract, the Authority may if it is determined necessary place restrictions in the use of the particular section of roadway under construction.

The Engineer will therefore cause signs indicating such restrictions to be placed at such points as they deem necessary for their safe use of the roadway as restricted. The traveling public and the Contractor must observe and comply with these restrictions as posted, except that the Contractor may be allowed greater latitude with respect to size and weight of construction equipment. The size and weight of construction equipment used within the Contract limits will be limited to that which is suitable and practical for

the operation at hand so as not to injure or cause damage to the Work that is being done or to that portion of the old Roadway that is to be retained as part of the completed Contract. The Engineer's determination shall control. The Contractor may therefore utilize such equipment which does not exceed the legal weights outlined in the Vehicle and Traffic laws of the State of Connecticut without specific approval. Loads in excess of the legal weights will not be permitted on any structure, on any new pavements, or on any resurfacing contract, except as provided under **§ 105-12, "CONSTRUCTION EQUIPMENT"**.

§ 104-06 CLEANING UP

The Site shall be cleaned on a continuous, daily basis during performance of the Work and shall be neatly cleaned up upon completion according to the Engineer's directions, so that the Project Site shall be left in a neat and orderly condition.

Any salvaged material not specified to be disposed of otherwise, shall become the property of the Contractor and removed from the Site.

§ 104-07 METHODS AND EQUIPMENT

Where particular methods or equipment are specifically required in these specifications, the Contractor may apply in writing to the Engineer to use alternate methods and equipment to provide the same results. Such alternates may be used only after favorable recommendation by the Engineer and the written approval of the Authority. When, in the opinion of the Engineer, satisfactory results are not being obtained using the Contractor's alternate methods and equipment, the methods and/or equipment shall be immediately modified to produce satisfactory results in accordance with the requirements of the Authority.

SECTION 105 CONTROL OF THE WORK

§ 105-01 STOPPING WORK

The Engineer may stop by written order any Work or any part of the Work under the Contract if the methods or conditions are such that unsatisfactory Work might result, or if improper material or workmanship is being used.

§ 105-02 ORDERS TO FOREMEN

Whenever the Contractor or their superintendent is not present on any part of the Work where it may be desired to give directions, orders will be given by the Engineer or their representative and shall be received and obeyed by the person in charge of the particular Work for which the orders are given.

§ 105-03 ACCURACY OF PLANS AND SPECIFICATIONS

The detail Plans and specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the Work required to be done. The Contractor must realize, however, that construction details can not always be accurately anticipated and that in executing the Work, field conditions may require reasonable modifications in the details of Plans and quantities of Work involved. Work under all items in the Contract must be carried out to meet these field conditions to the satisfaction of the Engineer and in accordance with their instructions and the Contract specifications.

The Contractor shall take no advantage of any apparent error or omission in the Plans or specifications. In the event the Contractor discovers an error or omission in the Plans or specifications, they shall immediately notify the Engineer in writing. The Engineer will then make corrections and interpretations as may be deemed necessary for fulfilling the intent of the Plans and specifications.

§ 105-04 CONFORMITY WITH PLANS AND SPECIFICATIONS

All Work performed and all Materials furnished shall be in Reasonably Close Conformity with the lines, grades, cross sections, dimensions and Material requirements, including tolerances, shown on the Plans or indicated in the specifications.

Plan dimensions and Contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the Materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is

specified, the production and processing of the Material and the performance of the Work shall be so controlled that Material or Work will not be preponderantly of borderline quality or dimension.

In the event the Engineer finds the Materials or the finished product in which the Materials are used not within Reasonably Close Conformity with the Plans and specifications but that reasonably acceptable Work has been produced, they shall then make a determination if the Work is reasonably satisfactory and, on that basis shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as they deem necessary to conform to their determination based on engineering judgment.

In the event the Engineer finds that the Materials, the finished product in which the Materials are used, or the Work performed is not in Reasonably Close Conformity with the Plans and specifications and has resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

§ 105-05 PROJECT RECORDS

The Engineer is required to keep their Project records in accordance with the standard procedures in force at the time the Project is started. The Contractor is invited to review these procedures with the Engineer if they so desire.

§ 105-06 INTERPRETATION OF PLANS

In case of any difference in the interpretation of the plans, specifications or maps, or between them, the matter must be immediately submitted to the Engineer, who shall adjust the same, and their decision shall be final and conclusive.

§ 105-07 TERMINATION FOR CONVENIENCE CLAUSE

The Authority may, by written notice, terminate the Contract or a portion thereof when the Contractor is prevented from proceeding with the Work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or by Executive Order of the Governor with respect to a major catastrophe.

In addition, the Authority may at any time and for any reason, with or without cause, terminate the Contract, or any portion thereof, by written notice specifying the termination date.

When contracts, or any portion thereof, are terminated before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed at the Contract unit price, or as mutually agreed for items of Work

partially completed. No claim for loss of anticipated profits shall be considered.

Reimbursement for organization of the Work (when not otherwise included in the Contract) and moving equipment to and from the job will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices, the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials, obtained by the Contractor for the Work, that have been inspected, tested, and accepted by the Engineer, and that are not incorporated in the Work may, at the option of the Engineer, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

Termination of a contract or a portion thereof shall not relieve the Contractor of their responsibilities for the completed Work, nor shall it relieve their Surety of its obligation for and concerning any just claims arising out of the Work performed.

§ 105-08 COOPERATION BY THE CONTRACTOR

The Contractor shall give their constant personal attention to the Work while it is in progress or they shall place it in charge of a competent and reliable English speaking superintendent, who shall have authority to act for the Contractor and who shall be acceptable to the Engineer. The Contractor shall, at all times, employ labor and equipment which shall be sufficient to prosecute the several classes of Work to full completion in the manner and time specified. All workmen must have sufficient skill and experience to properly perform the Work assigned them. All workmen engaged on special or skilled Work shall have had sufficient experience in such Work to properly and satisfactorily perform it and operate the equipment involved. Any person employed by the Contractor whom the Engineer may deem incompetent or unfit to perform the Work shall be at once discharged, and shall not be again employed as a Authority Project. In case the Contractor disagrees with the Engineer regarding the discharge of such employees, the matter may be reviewed by the Authority, and its decision shall be accepted as final.

§ 105-09 WORK AFFECTING RAILROADS

All Work on any Project affecting a Railroad Company's property, right of way facilities shall be carried out under the joint supervision of the Authority and the Railroad Company in a manner satisfactory to both these agencies.

§ 105-10 STAKEOUT

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings. The Contractor shall employ competent personnel and all Work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protection and safe guarding of all control points and bench marks set by the Engineer. Any replacement or re-establishment of control points or bench marks by the Engineer shall be at the expense of the Contractor.

When no price for **Item 975, "Project Survey and Stakeout"** is asked for on the Proposal Form, the cost of the Work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Project Survey and Stakeout" will be made.

§ 105-11 REMOVAL OF UNSATISFACTORY WORK

Wherever or whenever the Engineer shall consider it necessary to remove any portion of the Work executed under this Contract for inspection or for any other purpose, no payment shall be made for such removal or for replacement of the Work to satisfactory condition in case such inspection shows that the Work was not constructed in accordance with the terms of the Contract; nor shall payment be made for the removal or replacement of any Work which may itself be satisfactory, but the removal of which is necessary for the replacement of unsatisfactory Work.

But if such inspection shows that the Work was constructed in accordance with the terms of the Contract, payment shall be made for the removal and replacement at fair and reasonable prices for the Work performed under an Order on Contract.

All Work shall be in a first-class and satisfactory condition at the time of the acceptance of the Contract and all materials shall be new.

§ 105-12 CONSTRUCTION EQUIPMENT

It is the intent of these specifications to permit the use of the most efficient equipment that is consistent with conditions at the time of use. It is, however, anticipated that seasonal or weather conditions combined with the nature of the terrain or character of the Site will often require the use of lighter and smaller equipment that might be used under optimum conditions.

Construction equipment exceeding the maximum axle loading allowable by Law shall not be operated on or across any segment of pavement or structure which is to be retained as part of the ultimate section without specific authorization in writing by the Engineer. This authorization shall indicate specifically the limits within which such equipment with over legal axle loads shall operate, frequency of such over loads and any other limiting factors consistent with conditions.

If the Engineer determines that the use of heavy equipment on portions of the Road Section other than pavement, on any part of or all of a Contract, is having or will result in detrimental effects on the finished Roadway they will so notify the contractor in writing

and shall indicate the maximum weight and/or axle load for any equipment that may be used for any specific operation or location.

§ 105-13 CONSTRUCTION EQUIPMENT IDENTIFICATION

All construction equipment used for compaction purposes shall be marked by means of an identification plate or other approved means indicating:

- A. Name.
- B. Model.
- C. Weight (Net and Ballast)
- D. Year of Manufacture.

This means of identification shall be permanently attached to the equipment, shall not be altered in any manner and shall be legible at all times.

§ 105-14 DISPUTED WORK

If the Contractor is of the opinion that any Work ordered to be done as Contract Work by the Engineer is Extra Work, and not Contract Work, or that any order of the Engineer violates the provisions of the Contract, the Contractor shall promptly notify the Authority and the Engineer in writing of their contentions with respect thereto, and the Authority shall make a finding thereon which shall be accepted by all parties as final. The Work shall, in the meantime, be progressed by the Contractor as required and ordered. During the progress of such disputed Work the Contractor and Engineer shall keep daily records and make reports of all labor, material and equipment used in connection with such Work and the cost thereof as specified in §109-04 "EXTRA AND FORCE ACCOUNT WORK".

If the Engineer determines that the Work in question is Contract Work, and not Extra Work, and that the order complained of is proper, they shall direct the Contractor to continue the disputed Work and the Contractor must promptly comply. The Contractor's right to file a claim for extra compensation or damages will not be affected in any way by their complying with the directions of the Engineer, provided the Contractor continues to keep and furnish the Engineer with Force Account Reports as specified in §109-04.

If the Engineer determines that such Work is Extra Work, and not Contract Work, or that the order complained of is not proper, then the Engineer shall have prepared, if necessary, an Order on Contract covering such Work. This will be done as soon after the determination as is practical. Adjustments in Contract Items or the addition of new items to the Contract necessitated by any such determination may be made up until the time the Final Agreement is submitted for payment provided that all the requirements of this subsection, "Disputed Work" and the section entitled **§ 104-03 "CONTINGENCIES, EXTRA WORK, DEDUCTIONS,"** are complied with.

In the event the Contractor fails to furnish force account reports, such failure shall constitute a waiver of any claim of payment for disputed Work other than for payment at Contract unit prices for the Work performed.

§ 105-15 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor is responsible for carrying out the provisions of the Contract at all times, regardless of whether an authorized Inspector is present or not. Any Work or item that is, at any time, found to be out of specifications or not in compliance with the Plans shall be subject to such corrective measures as are directed in writing by the Engineer.

§ 105-16 CLEARING AND GRUBBING

When no price for **ITEM 201, "CLEARING AND GRUBBING,"** is asked for on the Proposal Form, the cost of the Work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Clearing and Grubbing" will be made.

§ 105-17 PREPARATION OF SUBGRADE

When no price for **ITEM 209, "PREPARATION OF SUBGRADE"** is asked for on the Proposal Form, the cost of the Work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Preparation of Subgrade" will be made.

§ 105-18 MAINTENANCE AND PROTECTION OF TRAFFIC

When no price for **ITEM 971, "MAINTENANCE AND PROTECTION OF TRAFFIC"** is asked for on the Proposal Form, the cost of the Work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Maintenance and Protection of Traffic" will be made.

SECTION 106 CONTROL OF MATERIALS

§ 106-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

All Materials used in the Work shall meet the quality requirements described in the latest version of the State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Division III, Materials Section as amended unless the same are altered by specific notes shown upon the Plans, or in the Proposal. For the convenience of the Contractor and the Engineer, a copy of current Division III, Materials Section of Form 816 has been provided within these Standard Specifications. However, it shall be the responsibility of the Contractor to verify that all materials used in the Work meet the current quality requirements as amended.

It shall be the responsibility of the Contractor to advise the Engineer of the sources of proposed Materials sufficiently in advance of their use.

Immediately upon Award of the Contract, the Contractor shall furnish in writing to the Engineer the sources of supply, types of all items and kinds of Materials which they propose to use in the Work. No change shall be made in the sources of supply or kinds of Materials or in the type of any item except upon written approval by the Engineer.

§ 106-02 STORAGE OF MATERIALS

Materials shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored Materials, even though accepted before storage, shall be inspected prior to their use in the Work and shall meet the requirements of the Contract at the time of their use.

§ 106-03 CERTIFICATIONS

The Contractor shall furnish at its own expense and upon request of the Engineer a certified test report, materials certificate and certificate of compliance for all items and Materials incorporated into the Work.

These documents shall be forwarded to the Engineer; and in addition, a copy of the certified test report and materials certification shall be forwarded to the job Site.

Materials requiring such documentation may be conditionally incorporated in the Work prior to receipt of a certified test report and a materials certificate; however, payment for such incorporated Materials will not be made prior to receipt of the required documentation which shows that the Material meet the requirements of the specifications.

If the reports and certificates show the Material conditionally incorporated in the Work does not meet the requirements of the specifications, such Material shall be removed and replaced with Material which does meet the requirements, at no cost or expense to the Authority.

A certified test report is a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the Materials involved, and shall certify that the Materials meet the requirements of the Plans and specifications, and shall also include the following information:

1. Item number and description of Material.
2. Date of Manufacture.
3. Date of Testing.
4. Name of organization to whom the Material is consigned.
5. Quantity of Material represented, such as batch, lot, group, etc.
6. Means of identifying the consignment, such as label, marking, lot number, etc.
7. Date and method of shipment.
8. Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the Material, and it shall be notarized.

A material certificate is a document certifying that the materials, components and equipment furnished, conform to all requirements of the Plans and specifications. The document shall also include the following information:

1. Project to which the material is consigned.
2. Name of Contractor to whom material is supplied.
3. Item number and description of material.
4. Quantity of material represented by the certification.
5. Means of identifying the consignment, such as label, marking, lot number, etc.
6. Date and method of shipment.

The material certificate shall be signed by an authorized and responsible agent for the organization supplying the Material, and shall be notarized.

A certificate of compliance is a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate, have been installed in the Work and that they conform to all the requirements of the Plans and specifications. The following information shall also be required on the document:

1. Project number.
2. Item number and description of material.

3. Quantity represented by the certificate.
4. Name of manufacturer.

The certificate of compliance shall be signed by an authorized and responsible agent for the Contractor, and shall be notarized.

§ 106-04 WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS

Manufacturers' warranties and guarantees furnished for Materials used in the Work and instruction sheets and parts lists supplied with Materials shall be delivered to the Engineer prior to acceptance of the Work, and shall be written so as to provide to the Authority the benefit of their protections.

§ 106-05 EQUIVALENTS

The requirements for apparatus, articles, or materials shall be specified, if feasible, in generic terms which afford competition for equivalent products or items. When no generic specification can be found or devised, a minimum of at least three, if available, known acceptable trade names or proprietary products shall be provided for the Contractor's benefit and to afford the desired competition. The Engineer shall be the judge of the qualifications of the products and will determine all questions regarding the conformance of any item with the specifications.

§ 106-06 DOMESTIC MATERIALS

Preference will be given to articles or materials manufactured or produced within the United States, conditions of quality and price with duty being equal. Unless otherwise stated in the Proposal or on the Plans, it will be understood that only domestic articles or materials will be used on the job.

§ 106-07 SHOP DRAWINGS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, copies of all Shop Drawings, which shall have been identified, checked by and stamped with the approval of the Contractor as the Engineer may require. The data shown on the Shop Drawings shall be complete with respect to dimensions, design criteria, materials of construction and all other necessary data to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in the Work, all samples required by the Specifications. All samples shall have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalogue numbers and the use for which intended.

At the time of each submission, the Contractor shall be responsible for notifying the

Engineer in writing calling the Engineer's attention to all deviations that the Shop Drawings or samples may have from the requirements of the Specifications.

The Engineer will review and approve with reasonable promptness Shop Drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Specifications and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such shall not indicate approval of the assembly in which the item functions. The Contractor shall make all corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Specifications.

Where a Shop Drawing or sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of Shop Drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Specifications unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or samples.

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

§ 107-01 LAWS, PERMITS AND LICENSES

The Contractor shall observe all federal, state and local laws, ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

§ 107-02 PATENTED DEVICES, MATERIALS AND PROCESSES

It is mutually understood and agreed that the Contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters, patent or copyright, the Contractor shall indemnify, defend and save harmless the Authority, its officers and employees from any and all claims for infringement by reason of the use of any such patented design, device, material or process, and shall indemnify the Authority for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time.

§ 107-03 CLEAN WATER FUND FINANCIAL PARTICIPATION

In all contracts in which the State of Connecticut, Department of Environmental Protection's participates financially, or which are designated as Clean Water Fund contracts, the Contractor shall conform in all respects in accordance with the true intent and meaning of each and all of the requirements contained in the "Required Construction Contract Provisions Under the Connecticut Department of Environmental Protection's Clean Water Fund," a copy of which will be incorporated in each Proposal for contracts so classified. When any of such Clean Water Fund Provisions are in conflict with any other provisions of the Contract Documents, the Clean Water Fund Provisions shall prevail and take precedence.

§ 107-04 SANITARY CODE

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of their employees as may be necessary to comply with the requirements and regulations of the State and local Authority of Health and any other entity having jurisdiction over such matters.

§ 107-05 SAFETY AND HEALTH REQUIREMENTS

The Contractor shall conduct the Work at all times in such a manner as to insure the least possible obstruction to traffic. The convenience of the general public and of the residents along and adjacent to the roadway shall be provided for in an adequate and

satisfactory manner as the Engineer may direct.

All equipment and Materials shall be placed or stored in such locations so as not to be or to create the danger of becoming a hazard to the traveling public. No section of road shall be closed to the public except by permission of the Authority.

In addition to the requirements of the Maintenance and Protection of Traffic Item, the Contractor shall take all precautions necessary and reasonable for the protection of all persons, including employees of both the Contractor and the Authority and members of the public, and for protection of property until the Contractor is notified in writing of the satisfactory completion of the construction Work. The Authority makes no representation to the Contractor concerning the physical conditions or safety of the Project site and the Contractor shall be responsible for the safety of all persons and property affected by performance of the Work. Prior to the commencement of Work, the Contractor shall submit a written safety program for review by the Authority and Engineer. Review by the Authority and Engineer of the Contractor's safety program shall not be construed as an approval of the program or as a waiver of any indemnity or other obligation that the Contractor has to the Authority hereunder.

The safety provisions of applicable laws, building, construction and fire safety codes and the latest edition of the "Construction Safety Code, State of Connecticut, Labor Department", approved by the State Labor Commissioner, shall be complied with at all times. A copy of the latest edition of the "Construction Safety Code, State of Connecticut, Labor Department" shall be made available by the Contractor for reference at all times in the Contractor's field office.

The Contractor shall furnish to the Engineer on project two copies of all report of each accident on the Project or contingent to the prosecution of the Project which involves personal injury requiring treatment by a doctor or loss of time. The Contractor shall also furnish to the Engineer two copies of all accident reports involving public liability or property damage. These reports shall be on forms acceptable to the Engineer.

The authority vested in the Engineer under **§ 105-01, "STOPPING WORK"**, is hereby extended to the effect that they may suspend the Work of the Contractor when the latter does not comply with the above-mentioned precautions or fails to provide adequate protection to allow for inspection of the Work without jeopardy to the safety of the Engineer or their authorized representatives.

Nothing herein shall be construed to relieve the Contractor from responsibility for the prosecution of the Work, nor the responsibility for damage claims as stated in **§ 107-08, "DAMAGE"**.

When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the utmost care so as not to endanger life or property, including new Work, and shall comply fully with **§ 107-01, "LAWS, PERMITS AND LICENSES"**.

The Contractor shall schedule their Work in such a manner as to avoid the use of explosives in close proximity to new or existing structures. The Contractor shall at all times take adequate protective measures and shall be responsible for any damage which may result from blasting operations.

The Contractor shall notify each public Utility company having structures in proximity to the Site of the Work, and others who may be affected, of their intention to use explosives; and such notice shall be given sufficiently in advance to enable the companies, the Contractor and others to take such steps as they deem necessary to protect utilities and property from possible injury. Such notice shall not relieve the Contractor of responsibility for any damage resulting from their blasting operation.

§ 107-06 INSURANCE

Before the Contract is executed and prior to commencement of Work thereunder, the Contractor will be required to take out and maintain at its sole cost and expense insurance of the types and amounts specified herein and to file with the Authority a certificate of insurance, executed by an insurance company satisfactory to the Authority and in an acceptable form. The policy shall name the Authority as an additional insured party for all coverages and state that with respect to the Award, the Contractor carries insurance at a minimum in accordance with the following requirements:

1. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:** With respect to Employer's Liability all operations that the Contractor performs and all those performed for the Contractor by subcontractors, the Contractor shall carry worker's compensation insurance in full compliance with the requirements of the laws of the State of Connecticut. In addition, Contractor shall maintain Employer's Liability Insurance in the minimum amount of Two Hundred Fifty Thousand Dollars (\$250,000) each accident for bodily injury and Two Hundred Fifty Thousand Dollars (\$250,000) each employee for bodily injury by disease with a One Million Dollar (\$1,000,000) policy limit.
2. **COMMERCIAL GENERAL LIABILITY INSURANCE:** With respect to the Contractor's operations and those performed for the Contractor by its subcontractors, the Contractor shall carry Commercial General Liability insurance on an ISO form CG 00 01 12 04, or equivalent, with a broad endorsement providing a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of property damage, bodily injuries to or death of one or more persons in each occurrence, and a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of injury to or destruction of property, bodily injuries or death during the policy period. The policy shall be written on a project specific, occurrence basis covering liability arising from premises, operations, independent contractors, product/completed operations (three (3) years beyond completion), personal and advertising injury liability; and liability assumed under an insured contract. There shall be no modification limiting the scope of coverage for liability arising from explosion, collapse or underground property damage.

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** The operation of all motor vehicles, including those hired or borrowed, used in connection with the Work shall be covered by Automobile Liability insurance in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit each accident. The policy should cover all owned, hired, leased and non-owned automobiles, trucks and trailers for all damages arising out of injury to or destruction of property in any one accident or occurrence.

4. **OWNER'S AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE FOR AND IN THE NAME OF THE GREATER NEW HAVEN WATER POLLUTION CONTROL AUTHORITY:** With respect to the operations the Contractor performs and also those performed for the Contractor by subcontractors, the Contractor shall carry for and in behalf of the Authority:

(a) regular Protective Public Liability insurance providing for a total limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injuries to or death of one or more persons in each occurrence; and

(b) regular Protective Property Damage Liability insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

Unless requested otherwise by the Authority, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the Authority, its officers or employees. The Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.

5. **CONTRACTOR'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE:** When the Project involves Work on, over or under the right of way of any railroad company, the Contractor shall furnish evidence to the Authority that, with respect to the operations performed for the Contractor by subcontractors, the Contractor carries in their own behalf regular Contractor's Protective Public Liability insurance providing for a limit of not less than one million (\$1,000,000) dollars for all damages arising out of bodily injuries to or death of one person, and subject to that minimum required coverage limit for each person, a total limit of not less than one million five hundred thousand (\$1,500,000) dollars for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence, and regular Contractor's Protective Property Damage Liability insurance providing for a limit of not less than one million (\$1,000,000) dollars for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total or aggregate limit of not less than two million (\$2,000,000) dollars

for all damages arising out of injury to or destruction of property during the policy period.

6. **RAILROAD'S PROTECTIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE:** When the Project involves Work on, over or under the right of way of any railroad company, and such railroad has no scheduled passenger service, The Contractor shall carry, with respect to the operations it performs and those performed on its behalf by subcontractors, for and in behalf of the railroad company, regular Protective Public Liability insurance providing for a limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injury to or death of one person, and, subject to a total or aggregate limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injury to or death of two or more persons in any one accident or occurrence.

When the Project involves Work on, over or under the right of way of any railroad company, and such railroad line is a passenger line, the Contractor shall carry, with respect to the operations they perform and also those performed for him by subcontractors for and in behalf of the railroad company, regular Protective Public Liability insurance providing for a limit of not less than One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injury to or death of one person, and subject to a total or aggregate limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injury to or death of two or more persons in any one accident or occurrence.

The Contractor shall also carry regular Protective Property Damage Liability insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per accident, and a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The original of this policy shall be filed with the railroad company.

7. **UMBRELLA EXCESS LIABILITY INSURANCE:** This policy on a follow form basis in the minimum amount of Ten Million Dollars (\$10,000,000) overlying the Employer's Liability, Commercial General Liability and Business Automobile Liability coverages described herein.

8. **EQUIPMENT AND INSTALLATION FLOATER:** The Contractor shall provide an equipment and installation floater in the broadest form available covering Contractor's tools and also materials not accepted by the Authority.

9. **BLASTING:** When explosives are to be used in the prosecution of the Work, the insurance required under paragraph 2, 3, and 4 above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.

10. TERMINATION OR CHANGE OF INSURANCE: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Authority by certified

11. CLAIMS: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured and the Authority against all claims for damages, even if groundless.

12. COMPENSATION: The Contractor shall be fully responsible for all expenses to maintain the coverage required herein. There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the costs thereof shall be considered included in the general cost of the Work.

13. DEDUCTIBLE CLAUSE: Insurance contracts required under this section shall not contain a deductible clause. In the event that such a deductible clause is an unavoidable part of any policy, the Contractor shall be responsible for payment of the full amount of such deductible.

14. ADDITIONAL INSURED: All insurance policies, except for workers' compensation, shall be endorsed to include the Authority and its officers, directors, agents and employees as additional insureds (collectively "Indemnitees") covered for liability arising out of any ongoing and completed operations on a primary non-contributing basis with such additional insured endorsement being on a CG 20 10 11 85 form.

15. WAIVERS OF SUBROGATION: All insurance policies shall contain express waivers by the insurance company of its right of subrogation against all Indemnitees .

16. PRIMARY: All insurance policies shall be primary and non-contributing with respect to any and all other insurance that may be available to Authority and any other person required to be named as additional insured under this Contract.

17. EVIDENCE: This Contractor will furnish the Contractor's certificates of insurance, and copies of insurance policies as requested. All certificates will identify all endorsements to the insurance policies with copies of any non-standard or manuscript endorsements being furnished with each certificate.

§ 107-07 PRESERVATION OF PROPERTY

It is the intent of this specification that the Contractor protect and preserve all public and private property including all existing vegetation, existing landscape features and monuments within, along and adjacent to the highway Right-of-Way. The Contractor shall use every precaution necessary and perform the Work as specified, in a manner approved by the Engineer, to prevent damage, injury, pollution or destruction; shall protect all trees and other woody plants which are to remain; shall take special care to protect the natural vegetation and surroundings including all natural drainage ways,

ponds, lakes, wetlands, woods and fields; shall store materials in such a manner as to prevent leaching which would be injurious to soils and plants; shall repair all injuries to woody plants which are to remain by approved horticultural methods; and shall scarify and compact solid and re-grade as directed to restore the property to a natural condition.

The Contractor shall also use suitable precaution necessary to prevent damage to pipes, conduits and other underground structures, and protect carefully from disturbance or damage all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

Where the soil over root area of trees to be preserved has been compacted, it shall be restored by proper cultivation as directed by the Engineer to a condition to permit the entrance of water and the proper aeration of roots.

The Contractor shall exercise care in its construction procedures in order to protect all trees and shrubs which are not directly and unavoidably in conflict with its excavations. Prior to the commencement of Work, the Engineer and the Contractor shall inspect the Site to determine the extent of clearing and grubbing and the specific locations in which tree protection is required.

§ 107-08 DAMAGE

All damage, direct or indirect, of whatever nature resulting from the performance of the Work or resulting to the Work during its progress from whatever cause, including omissions and supervisory acts of the Authority, shall be borne and sustained by the Contractor, and all Work shall be solely at its risk until it has been finally inspected and accepted by the Authority except that:

- A. Payment shall be made to the Contractor for the repair or replacement of the following completed permanent elements of the Roadway, for which the Contractor is responsible, and which may be damaged by public traffic other than that of the Contractor's:

Guide Rail, Guide Posts, Bridge Railing, Median Barrier, Curbs, Permanent Barricades, Fencing, Light Poles and Appurtenances, Delineators, Signs and Sign Structures, and Traffic Signal Equipment.

Work for which there is no bid item will be paid for at an agreed price or by means of force account. Payment will not be made for repair or replacement in any way connected with untimely failure of any portion of the highway under public traffic, and the determination regarding this matter shall be made by the Director, taking into consideration the normal life and the amount of normal wear of the element involved. This provision does not relieve the Contractor of the responsibility for maintenance and protection of traffic for the Project or of the

responsibility of having a wholly complete and acceptable job at the time of final inspection and acceptance of the entire Project. Payment for such damage shall be made only after the Contractor has demonstrated to the satisfaction of the Director that the Contractor has made every reasonable effort to collect the costs from the person or persons responsible for the damage.

- B. The Contractor shall not be responsible for damages resulting from faulty designs as shown by the Plans and specifications nor the damages resulting from willful acts of Authority officials or employees and nothing in this paragraph or in this Contract shall create or give to third parties any claim or right of action against the Contractor, the Authority beyond such as may legally exist irrespective of this paragraph or Contract.

The Contractor shall indemnify, defend and save harmless the Authority its agents, servants and employees from all suits, actions, damages and financial costs of every name and description resulting from the Work under this Contract and the Authority may retain such monies from the amount due the Contractor as may be necessary to satisfy any claim or potential for damages against the Authority. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the Authority to retain the whole or any part of such monies due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance coverage for damages imposed by law upon the Contractor, Subcontractor or the Authority.

§ 107-09 RESTORATION

All areas outside of the right of way and those within the right of way but outside of the Work limits, except as noted in the following text, that is in anyway disturbed, used by, or serving as a source of Material for the Contractor, shall be restored to a pleasing and acceptable condition as specified and as satisfactory to the Engineer.

The Contractor shall obtain the written approval of the Engineer for the use of any specific area before any Work in such area is begun, except as noted in the following text. Where deemed necessary by the Engineer, the Contractor shall submit, as part of the request for approval, a grading plan. Such a plan shall not be given if, in the opinion of the Engineer, the area is not suited to acceptable restoration or if serious or permanent ecological damage is foreseeable. This specification applies to areas such as, but not limited to, borrow pits or areas, spoil or waste areas, haul roads, storage areas, batching areas, equipment storage areas, shop areas and all similar areas. These provisions do not apply to areas that have been or are being used by the Contractor as its established and permanent headquarters and equipment pool sites; or to commercial gravel pits, commercial quarries, public disposal areas; and all similar areas.

In general, the restoration shall include:

- A. The removal of all equipment and parts, junk, rubbish, excess materials and debris of all kind;
- B. Clean up as required, grading as shown, if a grading plan has been prepared; or grading so as to blend into the surrounding ground forms, to the satisfaction of the Engineer;
- C. Scarification of storage yards, batching sites, haul roads, etc., to the depth determined by the Engineer as necessary to support vegetation.
- D. The removal and re-grading of temporary roads or areas as required by the Engineer.
- E. The repair or removal of damaged trees and the fertilizing, seeding and mulching of the areas as provided for in the Contract or as directed by the Engineer.

All of this restoration shall be accomplished prior to acceptance of the Contract except that Work of restoring Contractor's Work areas may be done after the official acceptance of the Project but must be completed prior to the final release of retained funds.

Since the extent of such area to be restored and the use and treatment during construction is within the discretion of the Contractor, within the limitations and requirements outlined, no payment will be made for any labor, material or equipment necessary for the restoration of these areas. The cost of the Work shall be included in the amount bid for other items of Work. Any Work done shall, in general, be in accordance with the Department's specifications for similar items of Work and/or as specified by the Engineer.

In the event the Contractor carries on any operation on the referenced areas without written approval of the Engineer no payment will be made for any item in the Contract involved in any way with any operation on the unapproved area.

§ 107-10 SOIL EROSION, WATER AND AIR POLLUTION ABATEMENT

The Contractor shall schedule and conduct its operations in such away as to minimize erosion of soils and to prevent silting and muddying of streams, rivers, irrigation systems, impoundments, lakes, wetlands, reservoirs, etc. and lands adjacent to or affected by the Work. Construction of drainage facilities and performance of other Contract Work which will contribute to the control of erosion and sedimentation shall be carried out in conjunction with earthwork operations or as soon thereafter as practicable. The area of bare soil exposed at any one time by construction operations shall be kept to a minimum.

Whenever the Contractor's operations, carried out in accordance with the approved schedule, result in a situation where temporary erosion control measures not shown on

the Plans, must be taken and these measures are approved or ordered by the Engineer, the Contractor shall conduct this Work in accordance with the provisions of **ITEM 210, "TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL."**

In carrying out erosion control measures, the Contractor will be guided by, controls which shall include but not be limited to the following:

- A. Frequent fording of live streams will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of stream crossings are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live streams.
- B. When Work areas are located in or adjacent to live streams, such areas shall be separated from the main stream by a dike or other barrier to keep sediment from entering a flowing stream. Care shall be taken during the construction and removal of such barriers to minimize the muddying of a stream.
- C. All waterways shall be cleared as soon as practicable of false work, piling, debris or other obstructions placed during construction operations and not part of the finished Work. Ditches which are filled or partly inoperative before the Contractor stops work for any day, and shall be maintained in a condition satisfactory to the Engineer for the duration of the Project.
- D. Water from aggregate washing or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.
- E. Pollutants such as fuels, lubricants, bitumen, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, wetlands and impoundments or into natural or man-made channels leading thereto. Wash water or waste from concrete mixing operations shall not be allowed to enter live streams.
- F. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the Contract.

The Contractor shall at all times exercise every reasonable precaution to safeguard the air resources of the State by controlling or abating air pollution as set forth by the Authority of Environmental Protection's and Federal Clean Air Act regulations. These measures shall include the control and abatement of dust, fumes, mist, smoke, vapor, gas, aerosol, other particulate matter, odorous substances, or any combination thereof arising from the construction operations, hauling storage or manufacture of materials.

The Contractor shall take measures to control the noise intensity to comply with the prescribed ratings as set forth by the regulations of the Department of Environmental Protection, the Occupational Safety and Health Administration and any other agencies

of the Municipality wherein the Work is to be performed, the Authority, State or Federal Government.

When it becomes necessary, the Engineer will inform the Contractor of unsatisfactory construction procedures and operations insofar as erosion control, water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Engineer may suspend the performance of any or all of other construction until the unsatisfactory condition has been corrected.

§ 107-11 FURNISHING RIGHT OF WAY

The Authority will secure all rights of way in advance of construction. Any exceptions will be indicated prior to the Award of the Contracts.

The Contractor shall not enter upon any parcel until the proper rights of entry have been obtained.

If certain parcels of land within the Project area are being or are to be acquired by the Authority and until so acquired, the Contractor shall not enter upon or Work in or on said parcels of land until authorized in writing to do so by the Authority. Before commencing Work under this Contract, the Contractor shall ascertain from said Authority the location of said parcels of land and the status of such acquisitions.

The Contractor's proposed construction schedule shall be so arranged that the failure of the Authority to acquire such parcels shall in no way delay the start of construction under this Contract.

As the construction proceeds, if the Work need be suspended or delayed by reason of the aforesaid or by any act or omission of the Authority, or because the Authority does not own or has not obtained possession of or has not the right to enter upon land on which the Work is to be performed, or because of any act or omission of any employee or agent of the Authority or of any other Contractor performing Work for the Authority, and by reason of the foregoing the Contractor is not able to complete the Work under this Contract within the time specified, and is not at fault, an extension of time for completion will be granted by the Authority upon proper application for such extension by the Contractor to the Engineer in accordance with the provisions of the Contract relating thereto. None of the foregoing shall constitute a breach of the Contract on the part of the Authority.

No right to charges or claims for damages, or additional compensation, shall inure to or be made by the Contractor against the Authority or any other contractor for any delays or hindrances for any cause whatever, during the progress of the Work or any portion thereof embraced in this Contract, such delays or hindrances will be compensated for by an extension of time as above provided.

The easement locations as shown on the Plans are for informational purposes only, the

successful Bidder shall be supplied with the appropriate documents to adequately establish, stake and reference the easement limits concurrently with the construction stakeout survey.

§ 107-12 LABOR REQUIREMENTS

Pursuant to Connecticut General Statutes, §31-52, all contracts for the construction, remodeling or repairing of any public building are required by law to contain the following provisions:

“In the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market areas, as established by the Labor Commissioner of the State of Connecticut, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date of this contract.”

In no event shall these provisions be deemed to abrogate or supersede, in any manner, any provision regarding residency requirements contained in any collective bargaining agreement to which the contractor is a party.

Pursuant to Connecticut General Statutes, §31-52a, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract concerns a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure except public buildings covered by §31-52, site preparation or site improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed are required by law to contain the following provision:

“In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the State who are, and continuously for at least six (6) months prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.”

Nothing herein shall abrogate or supersede any provision regarding residence requirements contained in any collective bargaining agreement to which the Contractor is a party.

The Contractor shall include the foregoing provisions in all subcontracts and sub-agreements entered into pursuant to this Contract or related to this Project.

Pursuant to Connecticut General Statutes, §31-53, the following provision shall be incorporated into each contract for work relating to new construction of a public works project where the total cost of all work to be performed in connection with such project is Four Hundred Thousand Dollars (\$400,000) or more, and each contract for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project where the total cost of all work to be performed in connection with such project is One Hundred Thousand Dollars (\$100,000) or more:

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

NOTE: Prevailing wage rates are fixed by the State Labor Commissioner.

The most recent wage rate schedule will be obtained and attached to the Contract.

In the event that the Authority determines that any mechanic, laborer or workman employed by the Contractor or any subcontractor directly on the Site for the work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the Authority may, by written notice to the Contractor, terminate the Contractor's right to proceed with the work hereunder or such part of the work for which there has been a failure to pay the required wages. In the event of such termination, the Authority may prosecute the work to completion by contract or otherwise and the Contractor and its Sureties shall be liable to the Authority for all costs incurred thereby in excess of the compensation to be paid under this Contract.

§ 107-13 GUARDING AND PROTECTION

The Contractor shall be responsible for guarding and protecting open and unattended excavations and other potentially hazardous locations in and adjacent to area lawfully frequented by any person. Such guarding and protection shall consist of any one, or a combination of the following:

1. A substantial fence or barricade, not less than four (4) feet in height and mounted on satisfactory supports spaced at intervals of not more than ten (10) feet. Warning signs reading "DANGER-KEEP OUT" shall be

mounted on the fence or barricade, as required by the Engineer, at no more than one hundred (100) foot intervals. The signs shall be 16"X24" with five (5) inch black letters on a white background. All fences, barricades and warning signs shall be furnished, erected, relocated, maintained and removed as required.

2. A forty-eight (48) inch extension of the trench sheeting above the ground surface adjacent to the excavation.
3. A substantial covering over the excavation. Where it is possible that vehicles will move over such covering, the covering shall be of sufficient strength to withstand the loading.

There will be no measurement for payment for this work; however, the cost of such guarding and protection shall be included in the other unit prices bid.

§ 107-14 NONDISCRIMINATION

The Contractor agrees and warrants that in the performance of the Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor agrees to comply with each provision of this section and §§46a-68e and 46a-68f of the general statutes and with each regulation or relevant order issued by said commission pursuant to §§46a-56, 46a-68e and 46a-68f of the general statutes.

The Contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and §46a-56 of the general statutes.

The Contractor shall include the foregoing provisions in every subcontract or purchase order entered into in order to fulfill any obligation of this Contract and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission .

SECTION 108 PROSECUTION AND PROGRESS

§ 108-01 START AND PROGRESS OF WORK

After filing the necessary bonds and certificates of insurance with the Authority Counsel and before starting the Work the Contractor shall submit to the Engineer for review and outline of their proposed methods and manner of executing the Work including sequences of operation and a time schedule of performing the same. This time schedule will be consistent with the Project Schedule attached to the Agreement. If found satisfactory, the Engineer shall accept, and the Work shall be prosecuted in accordance with such schedules or approved amendments.

When requested by the Engineer, the Contractor shall furnish weekly work schedules indicating number of personnel, kind of equipment and location and nature of the Work to be performed.

§ 108-02 DATE OF COMPLETION AND CLOSING

All Work to be performed under the Contract shall be completed within the time stated in the Agreement for the Project or within such extended time for completion as may be granted by the Authority.

Whenever the Engineer shall deem it necessary that any portion or certain portions of the Work shall be progressed in any particular manner or that any such portion or portions of the Work shall be completed pursuant to a certain sequence or schedule and before the date of completion of the entire Contract, the Contractor shall punctually comply with the related instructions, dates and periods of time.

The extent of the Contractor's compliance with the provisions under this heading will be considered as relevant in any future determination of an award to him as the lowest responsible Bidder for any Project under the supervision of the Authority.

If, during the progress of the Work, it should become necessary because of lateness of the season, to stop the Work, then the Contractor shall open proper drainage ditches, erect temporary structures where necessary, prepare the Project so that there will be a minimum interference with traffic, set up and maintain a competent organization, as directed by the Engineer, to keep the Project in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the Work during the time it is closed.

§ 108-03 FAILURE TO COMPLETE WORK ON TIME

For each Calendar Day that any Work shall remain uncompleted after the date specified for the completion of the Work provided in the Contract, the amount per Calendar Day specified in **§102-16 "SPECIAL SPECIFICATIONS AND NOTES"** will be deducted

from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the contract time for completion of the Work as provided for elsewhere in the specifications.

Permitting the Contractor to continue and finish the Work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Authority of any of the rights under the Contract.

The Engineer may waive such portions of the liquidated damages as may accrue if they deem the Work is in such condition as to be safe and convenient for use by the public, and that the Authority has suffered no damages or monetary loss due to the Contractor's actions or omissions.

The assessing of liquidated damages shall be in addition to Engineering Charges as provided for in § 102-13, "**ENGINEERING CHARGES**", of the specifications.

§ 108-04 EXTENSION OF TIME

Delays which affect the scheduled completion date of the Project and which were unforeseeable and beyond the control of the Contractor and any entity for which it is responsible, and which are attributable to interference between contractors and Utility owners, delays by railroad companies in progressing related Work, special requirements or actions by Authority, State and Federal agencies and other public bodies not anticipated in the Contract Documents, and unusually severe storms of extended duration or impact shall be compensated solely by the granting of an extension of time by the Authority complete the Work without engineering charges. Time necessary for reviews of Shop Drawings, for field changes to meet actual conditions, and delays incurred by seasonal and weather limitations should be anticipated and are neither compensatory nor eligible for extensions of time.

In no event will the Contractor be entitled to any increase in the Contract Sum, damages or additional compensation as a consequence of any delay, impact, disruption or acceleration resulting therefrom, regardless of the cause; the Contractor accepting an extension of time as granted in accordance with the preceding paragraph as its sole and exclusive remedy for such delay, impact, disruption or acceleration.

The Contractor agrees to include in its unit price bid for the various items of the Contract the additional cost of doing the Work under this Contract caused by not having a clear Site for the Work, by interference by other contractors and necessary Utility work and by the other non-compensatory delays described above and being required to open certain sections of the Work before the entire Work is completed.

§ 108-05 SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform with their own organization Contract Work amounting to

not less than fifty (50) percent of the original total Contract price, except that any items designated by the Authority as "Specialty Items" so performed may be deducted from the original total Contract price before computing the amount of work required to be performed by the Contractor with their own organization.

- A. "Their own organization" shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by him, with or without operators. The cost of furnishing and supplying materials to a subcontractor for installation by the subcontractor shall not be considered as Work with "their own organization."
- B. "Specialty Items" shall be construed to be limited to Work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the Contract as a whole and in general are to be limited to minor components of the overall Contract.

SECTION 109 MEASUREMENT AND PAYMENT

§ 109-01 ESTIMATES AND PAYMENT

As the Work progresses in accordance with the Contract and in a manner that is satisfactory to the Engineer, the Authority shall make payments to the Contractor, based upon the Proposal as follows: The Authority shall once in each month and on such days as it may fix, make an estimate of the quantity of Work done and of Material which has actually been put in place in accordance with the terms and conditions of the Contract, during the preceding month, and compute the value and pay to the Contractor ninety-five (95%) percent of the amount of the Work performed. The five (5%) percent retained percentage may be held by the Authority until Final Completion and acceptance of all Work covered by this Contract.

In computing amounts in estimates or Work done the unit prices will be used.

In making up the Final Estimate, the linear measurement made along the axis of the surface of the finished Work will be considered the length of the Work.

All estimates including the final will be made for actual quantities of Work performed and Materials placed in accordance with the requirements contained in the specifications, Contract Plans and Standard Sheets as determined by the measurements of the Engineer, and resulting quantities involving in any Contract shall be accepted as final, conclusive and binding upon the Contractor. For computations of earthwork to be paid for under the various items of the Contract, it is agreed that the planimeter shall be conserved an instrument of precision, and quantities computed from areas obtained by its use shall be accepted by all parties hereto as accurate. Arithmetical computations, utilizing any type of computing device or machines including electronic computers, shall not be precluded by reference to the planimeter.

PAYMENT TO SUBCONTRACTORS: Within thirty (30) days after payment is made to the Contractor by the Authority, the Contractor shall pay any amount due any subcontractor, whether for labor performed or materials furnished, when the labor and materials have been included in a requisition submitted by the Contractor and paid by the Authority. The Contractor shall include in all of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished within thirty (30) days after such subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such subcontractor.

§ 109-02 FINAL ADDITIONS OR DEDUCTIONS

Upon the completion of the required Work as shown in the Plans and specifications, should the Final Estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit

prices bid and a Final Agreement will be made respectively adding or deducting this amount from the gross sum bid.

§ 109-03 PAYMENTS ON CONTRACT

Payments to the Contractor for Work satisfactorily performed will be made monthly upon the percentage basis. No monthly estimate will be rendered unless the value of the Work done equals five (5%) percent of the Contract Amount or one thousand dollars, whichever is the lesser. Semi-monthly estimates may be rendered provided the value of the Work performed in a two week interval is in excess of fifty thousand dollars or if, in the opinion of the Engineer, it is to the best interests of the Authority to do so.

§ 109-04 EXTRA AND FORCE ACCOUNT WORK

CONTRACT ITEM CHARGES

When an Order on Contract provides for similar items of Work or Materials which increase or decrease the itemized quantity or scope of Work provided for in the original Contract Documents, the price to be paid therefore, shall not exceed the unit bid price for such items.

NEW ITEM CHARGES

1. Agreed Prices for new items of Work or Materials may be incorporated in the Order on Contract as the Engineer may deem them to be just and fair and beneficial to the Authority. These prices will be used in computing the Final Estimate.

Agreed prices must be supported by a complete price analysis in the Order on Contract. The analysis will be based on an estimated breakdown of charges listed in the following paragraph 2, "Force Account Charges," unless some other basis is approved by the Authority.

2. Force Account Charges
 - A. Contractor Charges - Where there are no applicable unit prices for Extra Work ordered and agreed prices can not be readily established or substantiated, the Contractor shall be paid the actual and reasonable cost of the following:
 1. Necessary Materials including transportation to the Site. Material used, if acquired by direct purchase, must be covered by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent Work shall be billed at fair value, less than the original cost when new. A reasonable salvage credit shall be given for all salvageable material recovered. Salvage

value of substantial material recovered must be determined jointly by the Contractor and the Engineer.

2. Necessary direct labor charges. Each class of labor shall be billed separately at actual payroll rates. Average rates based on different class or labor, will not be accepted.
3. Payments required to be made to labor organizations under existing labor agreements.
4. Equipment and Plant rentals, other than small tools:
 - a. Contractor owned Equipment and Plant. The base hourly rates for Contractor owned equipment and plant shall be the rates as listed in "Rental Rate Blue Book" as published by Dataquest Incorporated of San Jose, California currently on file in the Department at the time the Work is done.

The daily rate per hour shall apply when the equipment is specifically assigned to the Work by the Engineer for a period of seven (7) consecutive Calendar Days or less.

The weekly rate per hour shall apply when the assigned time exceeds seven (7) consecutive Calendar Days.

The monthly rate per hour shall apply when the assigned time exceeds 21 consecutive Calendar Days.

The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used on a specified force account Job.

Equipment used by the Contractor shall be specifically described and be of suitable size and capacity required for the Work to be performed. In the event the Contractor elects to use equipment of a higher rental value than that suitable for the Work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as a part of the record for force account work. The Engineer shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment, the rate paid for the operator will likewise be that for the suitable equipment.

In the event that a rate is not established in the "Rental Rate Blue Book" for a particular piece of equipment or plant, the Engineer shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

It is mutually understood that the base rates for all Contractor owned equipment shall include all incidental and maintenance costs except labor necessary to operate the equipment. In addition, the base rates shall include all costs, equipment and labor, of moving equipment or plant on to and away from the Work Site.

- b. Rented Equipment and Plant. In the event that the Contractor does not own a specific type of equipment and must obtain it by rental at a higher rate than provided for in the formulas noted above, they shall be paid the actual daily rental rate for the equipment for the time that the equipment is actually used to accomplish the Work, plus the cost of moving the equipment on to and away from the job.

5. Profit and Overhead. Profit and overhead costs shall be computed at fifteen percent (15%) of the following:

- a. Total Material Cost (Bare Cost - F.O.B.)
- b. Total Direct Labor Cost (Actual hours worked multiplied by regular hourly wage rate).

Overhead may be defined to include the following:

- a. Premium on Bond;
- b. Premium on Insurance required by the Authority other than Workmen's Compensation Insurance, Public liability and property damage insurance, unemployment insurance, Federal retirement benefits, other payroll taxes such reasonable charges that are paid by the contractor pursuant to written agreement with their employees;
- c. All salary and expenses of executive officers, supervising officers or supervising employees;
- d. All clerical or stenographic employees;
- e. All charges for minor equipment, such as small tools,

including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services;

- f. All drafting room accessories such as paper, tracing cloth, blue printing, etc.
- B. Subcontractor Charges - When the Work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted Work as outlined above in Items 1 through 5 under subsection A, Contractor Charges, but profit and overhead for subcontractor and Contractor shall be figured at twenty percent (20%) unless some other basis is approved by the Engineer.
- C. Force Account Report - Payment for force account work will be made on the basis of the following reports.
- 1. The Contractor will deliver to the Engineer a daily summary of FORCE ACCOUNT WORK done on the Contract. This summary on 8 1/2" X 11" paper will be delivered to the Engineer not later than closing time on the day following that for which the Work is reported.

The summary shall contain:

- a. A list of materials used indicating the amount, and nature of each material. The cost (if known) should also be included. This must be later documented by proper receipts.
- b. A list of equipment used indicating the number of hours used and kind, type and size of equipment.
- c. A list of personnel by name, including the hours worked, and labor classification at which they were used on the force account work and the location by station or stations of the Work proposed.
- d. A statement of the Work accomplished by force account for that day.
- e. This summary will be dated and signed by the Contractor's authorized representative and the Inspector.
- f. The Contract number and other identification as well as the name of the Contractor shall appear on the statement.

§ 109-09 UNCOMPLETED WORK AGREEMENT

Whenever a Contract shall, in the judgment of the Authority, be substantially completed and the withholding of the retained percentage would be an injustice to the Contractor, the Authority may, provided that the Engineer certifies that the essential items in the Contract Documents have been completed in accordance with the terms of the Contract and the provisions of **§ 109-10, "FINAL AGREEMENT"** direct the Engineer to include in the final account such uncompleted items and pay therefore at the item prices in the Contract upon the Contractor's depositing with the Authority a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Authority to complete the uncompleted portion of the Contract and shall be returned to the Contractor if the Contractor completes the uncompleted portions within a specified number of working days after they have been notified to proceed with the Work.

§ 109-10 FINAL AGREEMENT

The Final Agreement will not be drawn and finalized until all Work required under the Contract Documents has been satisfactorily completed and materials have been rendered, considered, and if agreed to, made a part of such Final Agreement. Work remaining to be accomplished under an uncompleted Work agreement, shall be considered as completed Work for the purpose of the Final Agreement.

§ 109-11 FINAL ESTIMATE

The Engineer will approve a Final Estimate for final payment based on the Final Agreement as prepared and approved by the Engineer, less previous payments and any and all deductions authorized to be made by the Authority under the Contract.

§ 109-12 FINAL PAYMENT

After the final acceptance of the Work, the Engineer shall prepare a Final Agreement of the Work done from actual measurements and computations relating to the same, and the Engineer shall compute the value of such Work under and according to the terms of the Contract. This agreement shall be certified to as to its correctness by the Inspector. Upon approval of such Final Agreement by the Engineer, it shall be submitted to the Authority for final approval. The right, however, is hereby reserved to the Authority to reject the whole or any portion of the Final Agreement, should the said certificate of the Inspector be found or known to be inconsistent with the terms of the agreement or otherwise improperly given. All certificates, upon which partial payments may have been made being merely estimates, shall be subject to correction in the final certificate or Final Agreement.

§ 109-13 ACCEPTANCE OF FINAL PAYMENT

The acceptance by the Contractor, or by anyone claiming by or through him, of final

payment shall constitute and operate as a release for the Authority from any and all claims of any liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of the Work done thereunder, and for any prior act, neglect, default on the part of the Authority or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the Authority not later than forty (40) days after the mailing of such final payment. Such statement shall specify the items and details upon which the claim will be based and any such claim shall be limited to such items. Should the Contractor refuse to accept the final payment as tendered, it shall constitute a waiver of any right to interest thereon.

§ 109-14 CONTRACTOR'S COST RECORDS

The Contractor shall maintain records of all payrolls and of the details that comprise their total cost pursuant to any of the provisions under **§ 104-03, "CONTINGENCIES, EXTRA WORK, DEDUCTIONS,"** and the Contractor shall, at any time within 3 years following the date of acceptance of the Project, make such records available, upon request therefore, to the Authority for review and audit, if deemed necessary by the Authority. In case all or a part of such records are not made available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the records shall be disallowed, or if payment therefore has already been made, the Contractor shall, upon demand in writing by the Authority, refund to the Authority the amount so disallowed.

§ 109-15 MAINTENANCE BOND

The Contractor shall secure a maintenance bond of a face value equal to twenty-five (25%) of the final Contract amount in a company approved by the Authority and in a form acceptable to the Authority guaranteeing their Work for a period of two (2) years from the date of final acceptance by the Authority. The Contractor shall leave the Work in perfect condition at completion and neither the final payment or agreement shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided herein, and upon written notice the contractor shall remedy any defects due thereto and pay all expenses for any damage to other Work resulting therefrom.

The Contractor shall notify the Engineer in writing one (1) year after the acceptance of the job by the Authority. At that time the Contractor and Engineer will make a field inspection of the Project area, and the Contractor will correct any deficiencies that may exist.

The Contractor will notify the Engineer in writing sixty (60) days before the expiration of the maintenance bond and again the Engineer and Contractor will inspect the Project area for deficiencies.

Greater New Haven
Water Pollution Control Authority