

CONTRACT

CONTRACT FOR: Additions and Renovations
Henry Abbott Technical High School
Danbury, CT
Project BI-RI-829

Dated as of January 11, 2006 by and between the State of Connecticut (herein called the "State") acting herein by its Commissioner, Department of Public Works under the provisions of Section 4-8 and subsection (a) of Section 4b-1, the General Statutes of Connecticut, as revised, and O & G Industries, Inc., 110 Wall Street, Torrington, CT 06790 (herein called the "Contractor").

WITNESSETH, that the State and the Contractor in consideration of the hereinafter contained mutual promises and covenants, do hereby agree as follows:

1. CONTRACT AND CONTRACT DOCUMENTS

The Invitation for Bids, the enumerated Plans, the Specifications and Amendments thereto, the Addenda, the Bid Proposal as accepted by the Commissioner, Department of Public Works, Order of Award, which Order is made a part of this Contract, the General Conditions, the General Requirements, the Contract and the Bonds shall form part of this Contract and the provisions thereof shall be as binding upon the parties as if they were fully set forth herein. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents, are solely to facilitate to various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretations of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include this Contract, the Invitation for Bids, the enumerated Plans, Specifications and Amendments thereto, the Addenda, the Bid Proposal as accepted by the Commissioner, Department of Public Works, the General Conditions, the General Requirements, the Bonds, the Notice to Bidders, the Wage Scales, the Supplementary Conditions, and the Insurance Certificates.

2. SCOPE OF THE WORK

The Contractor shall furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the work contemplated by this Contract as required by and in strict accordance with applicable Plans, Specifications and Amendments thereto, and Addenda (hereinafter enumerated), and as required by and in strict accordance with such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract.

3. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

The following is an enumeration of the Plans, Specifications, and Addenda:

PLANS: Prepared by: Tai Soo Kim Partners, Architect
285 Farmington Avenue, Hartford, CT 06105

SPECIFICATIONS: Additions and Renovations, Henry Abbott Technical High School
Danbury, CT - Project BI-RI-829

ADDENDA: 1

4. COMPENSATION TO BE PAID THE CONTRACTOR

The State will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligation hereunder the sum of: Forty Million One Hundred Fifty Five Thousand Dollars and 00/100 (\$40,155,000.00), which includes the Base Bid of \$39,875,000.00, plus Supplemental Bid #1, \$170,000.00, plus Supplemental Bid #2, \$110,000.00.

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law 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 it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the Commissioner, Department of Public Works for and on behalf of the State of Connecticut, and the Contractor have executed this contract on the day and year first written.

ATTESTED BY:

STATE OF CONNECTICUT

WITNESS: Jim Rivea
Print Name Jim M. Rivea

By: James T. Fleming
James T. Fleming
Commissioner
Department of Public Works

WITNESS: Holly J. Hart
Print Name Holly J. Hart

Date Signed: 2/10/06

WITNESS: Lynn Besancaney
Print Name Lynn Besancaney

By: O & G INDUSTRIES, INC.
Its Vice-President, Duly Authorized

WITNESS: Linda LaPorte
Print Name Linda LaPorte

Print Name: Maurice Hoben
Print Title: Vice-President
Date Signed: January 24, 2006

SEAL

**General Conditions of the Contract for Construction
Department of Public Works
State of Connecticut**

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ARTICLE 1
DEFINITIONS

WHENEVER THE FOLLOWING TERMS, OR PRONOUNS IN PLACE OF THEM, ARE USED THE INTENT AND MEANING SHALL BE AS FOLLOWS:

- 1.1 ADDITIONAL OR DELETED WORK:** Work required by the Department that, in the judgment of the Commissioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.
- 1.2 AGENCY:** The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.
- 1.3 APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION:** Contractor's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.
- 1.4 ARCHITECT OR ENGINEER:** A sole proprietor, partnership, firm, corporation or other business organization under contract with the Owner, commissioned to prepare Contract Drawings and specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.
- 1.5 AS-BUILT DRAWINGS:** Construction Drawings revised by the Contractor to show all significant Modifications made during the construction process.
- 1.6 BASE BID:** Monetary value stated in the Bid Proposal form as the sum for which the bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.
- 1.7 BID BOND:** Form of bid security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statute Section 4b-92
- 1.8 BIDDER:** A sole proprietor, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.
- 1.9 BIDDING DOCUMENTS:** Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids.
- 1.10 BID OR BID PROPOSAL FORM:** A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.
- 1.11 BID SECURITY:** Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.
- 1.9 BUILDER'S RISK INSURANCE:** A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents
- 1.10 CASH ALLOWANCE:** An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.
- 1.11 CERTIFICATE OF COMPLETION:** A document issued by the Construction Administrator to the Owner stating that the Contractor has met all contractual obligations.
- 1.12 CERTIFICATE OF COMPLETION and ACCEPTANCE:** A document issued by the Owner to the Contractor stating that all Work has been completed and that the Work is accepted by the Owner.
- 1.13 CERTIFICATE OF COMPLIANCE:** A document issued to the Owner by the design professional stating that for the portion of the project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes
- 1.14 CERTIFICATE OF OCCUPANCY:** Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.
- 1.15 CERTIFICATE OF SUBSTANTIAL COMPLETION:** A document prepared by the Architect and approved by the Owner on the basis of an inspection stating :
- 1.15.1** that the Work, or a designated portion thereof, is determined to be Substantially Complete;
 - 1.15.2** the date of Substantial Completion;
 - 1.15.3** the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and
 - 1.15.4** the time within which the Contractor shall complete the remaining work.

1.16 CHANGE ORDER: Written authorization signed by the Owner, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Contract Time.

1.17 COMMISSIONER: The State of Connecticut, Department of Public Works (DPW) Commissioner acting directly or through specifically authorized DPW personnel or agent(s) having authority to perform duties defined in Article 25.

1.18 CONSTRUCTION ADMINISTRATOR: A sole proprietor, partnership, firm, corporation or other business organization, under contract or employed by the Owner commissioned and/or authorized to oversee the fulfillment of all requirements of the Contract Documents. The authorized Construction Administrator may be a Department of Public Works Assistant Project Manager, Department of Public Works Project Manager, a Clerk of the Works, an Architect, a Consulting Architect, a Consulting Construction Administrator, a Consulting Engineer etc. or any other designee as authorized and identified by the Owner.

1.19 CONSTRUCTION CHANGE DIRECTIVE: A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both.

1.20 CONTRACT DOCUMENTS OR CONTRACT: The Agreement between Owner and Contractor, Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, all of which shall constitute the Contract.

1.21 CONTRACTOR OR GENERAL CONTRACTOR: A sole proprietor, partnership, firm or Corporation, under direct contract with the Department of Public Works, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.

1.22 CONTRACTOR'S LIABILITY INSURANCE: Insurance purchased and maintained by the Contractor that insures the Contractor for claims for property damage, bodily injury or death.

1.23 CONSTRUCTION START DATE OR DATE OF COMMENCEMENT OF THE WORK: The date, speci-

fied by the Owner in the Notice to Proceed, on which the Contractor is required to start the Work

1.24 CONTRACT SUM: The sum stated in the Contract, which is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

1.25 CONTRACT TIME: The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The days specified, calendar or working days, are stipulated in the Bidding Documents.

1.26 DAY: Whenever the word Day is used it shall be understood to mean calendar day or working day as stated on the Bidding Documents, unless stated otherwise.

1.27 DEPARTMENT OF PUBLIC WORKS PROJECT MANAGER or PROJECT MANAGER: The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

1.28 DIESEL VEHICLE EMISSIONS CONTROL: The reduction of air pollution emissions from diesel powered vehicles through the use of diesel engine emission control technologies.

1.29 EQUAL (S): A replacement for the specified material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be substantially identical to the first listed manufacturer or first listed procedure specified in terms of cost, quality and performance for the Project. The Equal does not constitute a modification in the scope of Work, the Schedule or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.30 FINAL ACCEPTANCE: The Owner's written approval and acceptance of the Work issued to the Contractor upon written certification by the Architect of Final Completion.

1.31 FINAL COMPLETION: A written statement by the Architect to the Owner that the Work has been completed in accordance with the terms and conditions of the Contract Documents.

1.32 FINAL INSPECTION: Review of the Work by the Architect and Owner to determine whether Final Completion has been achieved.

1.33 FINAL PAYMENT: The last payment made by the Owner to the Contractor, made after notice of the Final Acceptance. Payment shall include the entire unpaid balance of the Contract Sum as adjusted by Modifications.

1.36 GENERAL CONDITIONS: The General Conditions of the Contract for Construction, part of Division 0 of the Specifications

1.37 GENERAL REQUIREMENTS: That part of the Contract Documents entitled General Requirements, which is Division 1 of the Specifications.

1.38 GUARANTEE: See Warrantee.

1.39 LIQUIDATED DAMAGES: A sum established in a Contract, usually as a fixed sum per day, as the predetermined measure of damages to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time.

1.40 LUMP SUM: An item or category priced as a whole rather than broken down into its elements.

1.41 MINOR CHANGES IN THE WORK: Changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents, which shall be affected by written order issued by the Architect.

1.42 MOBILE SOURCE: A source designed or constructed to move from one location to another during normal operation except portable equipment and includes, but is not limited to, automobiles, buses, trucks, tractors, earth moving equipment, hoists, cranes, aircraft, locomotives operating on rails, vessels for transportation on water, lawnmowers, and other small home appliances.

1.43 MODIFICATION OR AMENDMENT:

1.43.1 A written change to the Contract Documents.

1.43.2 A Change Order.

1.43.3 A Construction Change Directive.

1.43.4 Supplemental Instructions for minor changes in the Work and/or additional instructions to the Work.

1.44 NOTICE TO BIDDER: A notice contained in the Bidding Document informing prospective Bidders of the opportunity to submit Bids on a Project.

1.45 NOTICE TO PROCEED: Written notice, issued by the Commissioner or the Commissioner's authorized representative, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Contract Time.

1.46 OWNER OR DEPARTMENT: The State of Connecticut, Department of Public Works acting through its Commissioner or specifically authorized Department personnel or agent.

1.47 PAYMENT BOND, LABOR BOND OR MATERIAL BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Connecticut General Statutes Section 49-41.

1.48 PERFORMANCE BOND OR SURETY BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statutes Section 41.

1.49 PERFORMANCE SPECIFICATION: A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.

1.50 PLANS OR DRAWINGS: All drawings or reproductions of drawings pertaining to the construction of the Work contemplated and its appurtenances.

1.51 PROJECT: The total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.52 PROJECT MANUAL: The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, Conditions of the Contract, General Requirements and the Specifications

1.53 PROPRIETARY SPECIFICATION: A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the Owner

1.54 RETAINAGE: A percentage of each Application for Payment and a percentage of the total contract sum retained by the Owner

1.55 SENSITIVE RECEPTOR SITES: Areas where concentrations of diesel emissions may be harmful to sensitive populations, including, but not limited to, hospitals, school and university buildings being occupied during a student semester, residential structures, daycare facilities, elderly housing, and convalescent facilities.

1.56 SCHEDULE: A Critical Path Method (CPM) or Construction Schedule as required by the Contract Documents which shall be a diagram, graph or other pictorial or written schedule showing all events expected to occur and operations to be performed and indicating the contract time, start dates, durations and finish dates and their relationship to Substantial Completion and Final Completion of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

1.57 SCHEDULE OF VALUES: A document furnished by the Contractor to the Architect and Owner stating the portions of the Contract Sum allocated to the various portions of the Work, which is to be used for reviewing the Contractor's Applications for Payment.

1.58 SECONDARY SUBCONTRACTOR: A sole proprietor, partnership, firm or Corporation under direct contract with the Subcontractor to the General Contractor.

1.59 SHOP DRAWINGS: Drawings provided to Architect and Owner by a Contractor that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.

1.60 SPECIFICATIONS: The description, provisions and other requirements pertaining to the method and manner of performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.

1.61 SUBCONTRACTOR: A sole proprietor, partnership, corporation or other business organization under direct contract with the Contractor supplying labor and/or materials for the Work at the site of the Project

1.62 SUBMITTALS: Documents including, but not limited to, samples, manufacturer's data, shop drawing, or other such items submitted to the Owner and Architect by the Contractor for the purpose of approval or other action, as required by the Contract Documents.

1.63 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

1.64 SUBSTITUTION: A material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be not an Equal to the first manufacturer or procedure listed in the Specification in terms of cost, quality and performance but which may be used in place of that item specified. The Substitution constitutes a modification in the Work, the Schedule or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.62 SUPERINTENDENT: The Contractor's representative at the site who is responsible for continuous field supervision, coordination, completion, completion of the work, and, unless another person is designated in writing by the contractor to the owner and the construction administrator, for the prevention of accidents.

1.63 SUPPLEMENTAL BID: The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted

1.64 SUPPLEMENTARY CONDITIONS: An extension of the General Conditions applicable to any and all portions of Work under the Contract Documents.

1.65 THRESHOLD LIMIT BUILDING: Any proposed (new) structures or additions as defined by the Connecticut General Statutes Section 29-276b.

1.66 UNIT PRICE: The monetary value stated by the Owner or the Contractor, as a price per unit of measure for materials or services as described in the Contract Documents and/or Bidding Documents.

1.67 WORK: The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.68 WARRANTY: A written, legally enforceable assurance of specified quality or performance of a product or work or of the duration of satisfactory performance.

ARTICLE 2
CONDITIONS OF WORK

2.1 The Contractor shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare the Contract Documents with each other and to information furnished by the Owner including but not limited to the plans and specifications, the form of the Contract, General Conditions, Supplementary Conditions, General Requirements, Bonds and all other Contract Documents associated with the Work.

2.2 The Contractor shall report to the Construction Administrator all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such errors, inconsistencies or omission and failed to report it to the Construction Administrator. If the Contractor performs any actions or construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without notice to the Construction Administrator, the Contractor shall assume responsibility for such performance and related costs for the correction and shall not be allowed to submit any claim related to error, inconsistencies or omission.

2.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Administrator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the plans shall be corrected by the Contractor without additional compensation.

2.4 In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor, nor any inordinate disruption with the normal routine of the Owner, Institution or Agency operating at the site

2.5 No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to Contract signing.

2.6 The Contractor shall perform the Work in accordance with the Contract Documents and approved submittals pursuant to Article 5.

ARTICLE 3
CORRELATION OF CONTRACT DOCUMENTS

3.1 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Where discrepancies of conflict occur in the Contract Documents the following order of precedence shall be utilized:

3.1.1 Amendments and addenda shall take precedence over previously issued Contract Documents.

3.1.2 The General Requirements take precedence over the Supplementary Conditions.

3.1.3 The Supplementary Conditions take precedence over the General Conditions.

3.1.4 The General Requirements take precedence over the General Conditions.

3.1.5 The Specifications shall take precedence over the Plans.

3.1.6 Stated dimensions shall take precedence over scaled dimensions.

3.1.7 Large-scale detail drawings shall take precedence over small-scale drawings.

3.1.8 The schedules contained in the Contract Documents shall take precedence over other data on the Plans.

3.2 Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Construction Administrator, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. The Contractor shall then promptly proceed under the direction of the Owner and the provisions of Article 13. The Contractor's failure to provide immediate notice shall mean the Contractor will not be entitled to any additional compensation, either monetary or contract time adjustment, with respect to any discrepancy.

3.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

3.4 Organization of the Specifications into divisions, sections and articles, and arrangement of drawings, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 4 COMMENCEMENT AND PROGRESS OF WORK

4.1 The General Contractor shall commence work within fourteen (14) calendar days after receiving a "Notice to Proceed" by the Commissioner or the authorized representative. The Contractor shall complete all the Work necessary for Final Completion, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for acceptance, punchlist Work, training and submission of Record Documents, manuals, guarantees and warranties as stated in the Bidding Document.

4.2 Time is of the essence with respect to the Contract Time. By executing the Contract, the Contractor confirms and agrees that the Contract Time is a reasonable period to perform the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor may, at his discretion, plan to complete the work and achieve Substantial Completion in less time than the Contract Time.

4.3 The Contractor's early completion schedule notwithstanding, the Owner reserves the right to order Modifications to the Work in accordance with Article 13 at any time during the Contract Time.

4.4 The Contractor shall not be entitled to costs for delay due to Owner ordered Modifications or any other circumstances for the period of time between the Contractor's elected early completion and the end of the Contract Time. Costs include, but are not limited to, delays extended home or field office costs, supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.

4.5 If the Contractor is delayed at any time in the progress of Work by acts of God such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action

beyond the Owner's control, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated by the Contractor's Schedule and as the Owner may determine that such event has delayed the Work. In any event, the granting of an extension of time shall be solely within the discretion of the Owner.

4.6 Except as otherwise may be provided herein, extensions of time shall be the Contractor's sole remedy for such delay. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.

4.7 The Contractor acknowledges that the Contract amount includes and anticipates any and all delays, whether avoidable or unavoidable, from said orders, which may issue from any court, judge, court officer, or act of God, and that such delays shall not, under any circumstances, be construed as compensable delays.

4.8 Any extension of the Contract Time shall be by Change Order pursuant to Article 13.

4.9 The Contractor shall employ a competent superintendent and necessary assistants who will be in attendance at the project site, during the performance of the work, for the duration of the contract. The superintendent shall represent the Contractor, and communications given to the superintendent shall be binding as if given to the Contractor. All Communications from the Contractor concerning proposed changes to the Contract Sum, Contract Time, or Work, shall be in writing.

ARTICLE 5 SUBMITTALS, PRODUCT DATA, SHOP DRAWINGS AND SAMPLES

5.1 Contractor shall review, approve and submit to the Construction Administrator all submittals including but not limited to Product Data, Shop Drawing and Sample Manufacturers, with such promptness as to cause no delay in the Work.

5.2 Correction or approval of such submittals, Shop Drawings, Product Data sample will be made with reasonable promptness by the Architect. Approval will be general only and shall not relieve the Contractor from responsibility for errors in dimensions, for construction and field coordination of the Work or for any departure from the Contract Documents unless such departure has received the Owner's written approval.

5.3 No Work governed by such drawings, schedules

or samples shall be fabricated, delivered or installed until approved by the Architect.

5.4 No damages for delays or time extensions will be granted even if approvals deviate from the approved Schedule.

**ARTICLE 6
SEPARATE CONTRACTS**

6.1 The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let separate contracts relating to the Contract (Project) site or in connection with work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other projects, and shall fully cooperate with such parties in the matter required under Article 7 herein.

6.2 Contractors working in the same vicinity shall cooperate with one another and, in case of dispute; decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.

6.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other Contractors. If the Contractor experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same project, then as between the Owner and the Contractor, the Contractor shall bear such loss.

6.4 Insofar as possible, the Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same project. The Contractor shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.

6.5 In no event shall the Owner be responsible for any claim or damages that are the result of the Contractor's failure to coordinate the work with any Contractor or Subcontractor.

**ARTICLE 7
COOPERATION OF TRADES**

7.1 The Contractor shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.

7.2 Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their faulty Work installed.

**ARTICLE 8
DAMAGES**

8.1 The Liquidated Damages, provided in the Bidding Documents, will be assessed for each day beyond the date given for Substantial Completion of the Contract according to the Contract Time.

8.2 The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.

8.3 No payment by the Owner, either partial or final, shall be construed to waive the Owner's right to seek liquidated damages.

8.4 In the event a court determines that the contract herein is null and void for any reason, Contractor agrees that Contractor will not seek or pursue any lawsuit or claim for damages, including, but not limited to, claims for loss of overhead or anticipated profits, against the Owner and the Owner shall not be liable for any damages which Contractor may incur as a result of such decision. In addition, if the court enjoins the Owner from entering into or proceeding with the contract herein, the Owner shall not be liable for any damages arising out of or relating to the award of such contract which Contractor may have incurred as a result of the injunction.

**ARTICLE 9
MINIMUM WAGE RATES**

9.1 In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such em-

ployee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the general statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

9.2 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

No wage adjustment will be made to the Contract for any wage increase under this Article.

ARTICLE 10 POSTING MINIMUM WAGE RATES

10.1 The Contractor shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

10.2 The Contractor shall provide weekly certified payrolls to the Owner for all persons working on the site.

ARTICLE 11 CONSTRUCTION SCHEDULES

11.1 Unless otherwise specified in the Contract Documents, within twenty-one (21) calendar days from the contract start date, the Contractor shall submit the following to the Owner for approval:

11.1.1 A comprehensive schedule of Submittals required by the Specifications. Said schedule shall include Submittal dates, required approval dates and date material must be on site.

11.1.2 The Contractor shall allow a minimum of two weeks for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and acceptance of the Work by the Owner and its agents.

11.1.3 When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner with as many activities as necessary to make the Schedule an effective tool for planning and moni-

toring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.

11.1.4 When the Contract Documents specify a "Construction Schedule" a detailed Construction Schedule is required using software approved by the Owner as a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the Schedule an effective tool for planning and monitoring the progress of the Work.

11.2 Unless otherwise specified under the Contract Documents, the Contractor shall provide a monthly update of the CPM Schedule or Construction Schedule in the format required by the Owner as well as a disk of the updated Schedule and program. If, in the opinion of the Owner, the Work is falling behind Schedule, the Contractor shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.

11.3 Requisitions for partial payment will not be processed until the Contractor has complied with this requirement

ARTICLE 12 PREFERENCE IN EMPLOYMENT

12.1 Should this Contract be for the construction or repair of any building, then 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 (3) months prior to the date hereof, have been residents of the labor market area, as established by the State of Connecticut Labor Commissioner, 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 (3) 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 hereof.

12.2 Should this Contract be for a public works project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes Section 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will 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 not such person is available then to residents of other states.

12.3 The provisions of this Article shall not apply where the state or any sub-division thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of this Article or regulations related thereto.

**ARTICLE 13
 COMPENSATION FOR CHANGES
 IN THE WORK**

13.1 At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Owner, through the Construction Administrator, may order modifications in the Work consisting of additions, deletions or other revisions. Upon request, the Contractor shall supply the Construction Administrator promptly with a detailed proposal for the same, showing quantities of and unit prices for the Work and that of any Subcontractor involved.

13.2 Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 26. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.

13.3 If such Change Orders make the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.

13.4 The Contractor and the Owner agree that the Contract Time specified for the performance of the Contract shall include not only the Work of the original Contract but also any Additional Work ordered by the Owner by Change Order. No extension of time will be granted if it is the opinion of the Owner that the additional Work can be performed concurrently with the original Work.

13.5 The Contractor may request, and the Owner may grant additional contract time when, in the opinion of the Owner, the Contractor has demonstrated that such additional work cannot be performed concurrently with the original Work.

13.6 The amount of compensation to be paid to the Contractor for any Additional or Deleted Work that results in a Change Order shall be determined in one of the following manners:

13.6.1 AMOUNT OF COMPENSATION FOR CHANGE ORDER COSTS: LABOR, EQUIPMENT, BENEFITS AND MATERIAL

13.6.1.1 Unit Price: As stated in the Contract Documents

13.6.1.2 Unit Price: As subsequently agreed upon by the Contractor and Owner.

13.6.1.3 Lump Sum: Agreed upon sum by the Owner and the Contractor. The Lump Sum must be based upon the following itemized costs:

13.6.1.3.1 Labor (Contractor's or Subcontractor's own forces)

13.6.1.3.2 Material (Used by Contractor's or Subcontractor's own forces).

13.6.1.3.3 Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

13.6.1.3.3.1 Workers Compensation.

13.6.1.3.3.2 Federal Social Security.

13.6.1.3.3.3 Connecticut Unemployment Compensation.

13.6.1.3.3.4 Fringe Benefits.

13.6.1.4 Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

13.6.1.5 Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service. Trade related equipment, hand tools and power tools, normally supplied with the labor are not compensable.

13.6.2 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.2.1 Contractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

13.6.3 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.3.1 Contractor's markup for Work performed by their Subcontractors forces.:

Change Order Amount	Overhead and Profit
\$0 and greater	6%

13.6.4 OVERHEAD AND PROFIT PERCENTAGES:
 (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.4.1 Subcontractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

13.6.5 OVERHEAD AND PROFIT PERCENTAGES:
 (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.5.1 Subcontractor's markup for Work performed by their Secondary Subcontractor's forces.

Change Order Amount	Overhead and Profit
\$0 and greater	6%

13.7 Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by a written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.

13.8 On Work performed by a Secondary Subcontractor, the Owner recognizes no markup by the Secondary Subcontractor.

13.9 If Unit Prices are not applicable and the parties cannot agree upon a lump sum, then the Commissioner, through the Construction Administrator, may at the option of the Commissioner take the following action(s):

13.9.1 Issue a Construction Change Directive for the Additional or deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor based upon the following:

13.9.1.1 Labor (Contractor's or Subcontractor's own forces)

13.9.1.2 Material (Used by Contractor's or Subcontractor's own forces).

13.9.1.3 Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

13.9.1.3.1 Workers Compensation.

13.9.1.3.2 Federal Social Security.

13.9.1.3.3 Connecticut Unemployment Compensation.

13.9.1.3.4 Fringe Benefits.

13.9.1.4 Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

13.9.1.5 Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces) Daily rate is not to exceed 3% of the monthly rental rate that can be identified by a nationally recognized construction cost estimating guide or service.

13.9.2 Issue a Change Order adjusting the Contract Sum in the amount as determined by the Commissioner

13.10 For any Change Order or Construction Change Directive the Contractor shall, when requested, promptly furnish in a form satisfactory to the Construction Administrator and the Owner a complete detailed accounting of all costs relating to the Additional Work, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate actual costs. Further, the Owner reserves the right to access and make copies of the Contractor's records at any time upon written request from the Commissioner.

13.11 If the Contractor wishes to make a claim for an increase in the Contract Sum for any damages sustained as a result of Additional Work, then the Contractor shall give the Owner, through the Construction Administrator, written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claims.

13.12 No such claims shall be valid if the written notice is submitted after the required seven (7) calendar days. In addition, the Contractor shall file with the Owner through the Construction Administrator daily or weekly itemized statements of the details and cost of such Work performed or damage sustained as may be required by the Owner

13.13 Failure of the Contractor to negotiate in good faith issues of time and costs and failure to provide requested documentation within (14) fourteen calendar days, or a time period accepted by the Commissioner, shall constitute a waiver by the Contractor of any claim. In such cases the Owner may elect to issue a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, threatened injury to persons, or damage to Work on any adjoining property. In this case the Commissioner, through the Construction Administrator, shall issue a written order for such amount as the Commissioner finds to be reasonable cost of such Work.

**ARTICLE 14
DELETED WORK**

14.1 Without invalidating any of the terms of the Contract, the Commissioner may order deleted from the Contract any items or portions of the Work deemed necessary by the Commissioner.

14.2 The compensation to be deducted from the Contract Sum for such deletions shall be determined in the manner provided for under the provisions of Article 13 or in the event none of the provisions of Article 13 are applicable than by the value as estimated by the Owner.

**ARTICLE 15
MATERIALS: STANDARDS**

15.1 Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Whenever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.

15.2 Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use but may be considered by the Owner for approval as an Equal or Substitution. The Contractor is to adhere to the specific requirements of the Contract Documents. Substitutions are discouraged and are only approved by the Commissioner as an exception.

15.3 Each request for an Equal or Substitution shall be submitted, with the appropriate documentation, as detailed in the Contract Documents, to the Construction Administrator. All requests will be compared to the first manufacturer or first procedure listed in the specific Specification section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the proposed Equal or Substitution. The submission of all Equals or Substitutions to those specified must be made within the days listed below after the contract start date. After that time period, the Contractor shall provide what is specified unless

otherwise allowed within the sole discretion of the Commissioner

15.3.1 30 days for projects having a Contract Time duration of 180 days or less

15.3.2 60 days for projects having a Contract Time duration of 181 days to 360 days

15.3.3 90 days for projects having a Contract Time duration of 361 days or greater

15.4 Contractor shall submit each request for Equal or Substitution to the Architect who shall review each request and make the following recommendations to the Owner:

15.4.1 Acceptance or non-acceptance of the adequacy of the submission and required back-up,

15.4.2 Determination of the category of the request for Substitution or Equal, and

15.4.3 Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the Owner.

15.5 Approval of the Owner, for each Equal or Substitution shall be obtained before the Contractor proceeds with the Work. The decision of the Commissioner, in this regard, shall be final and binding on the Contractor.

15.6 No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied.

15.7 If the Contractor submits any request for an Equal or a Substitution, he shall bear the burden of proof that such requested Equal or Substitution meets the requirements of the plans and specifications.

15.8 The Contractor shall purchase no materials or supplies for the Work which are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used by him in the Work.

15.9 All Products and systems supplied to the State as result of a purchase by a contractor shall be certified that, to the best of the supplier's knowledge there are no materials that are classified as hazardous materials being used within the assembly. Hazardous materials include, but are not limited to, products such as asbestos, lead and other materials that have proven to cause a health risk by their presence.

ARTICLE 16
INSPECTION AND TESTS

16.1 The purpose of the inspections will be to assure that the Work is performed in accordance with the Contract Documents. These inspections shall include, but not be limited to all inspections and testing as required by the Owner, and any authorities have jurisdiction.

16.2 All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and test by the Commissioner at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. The Contract Documents additionally identify the parties responsible for performing and paying for the required testing and inspections. All required tests performed in a laboratory will be obtained and paid for by the Owner except when the tests show the Work to be defective. The Contractor shall pay for all the costs associated with re-tests and re-inspections for all tests and inspections which fail. The Owner will issue a deduct Change Order to recover said retesting costs from the Contractor. All other tests, unless otherwise specified, shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties, including the Owner.

16.3 Without additional cost to the Owner, the Contractor shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make all such testing safe and convenient.

16.4 If, at any time before Final Completion and Final Acceptance of the Work, the Commissioner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, as determined by the Owner, because of a fault of the Contractor or any of the Contractor's Subcontractors, or if any Work shall have been covered without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective work, including labor, material, and testing, including labor, material, re-testing or re-inspecting, services of required consultants, additional supervision, the Commissioner's

and the Construction Administrator's administrative costs, and other costs for services of other consultants.

ARTICLE 17
ROYALTIES AND PATENTS

17.1 If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The Contractor shall furnish a copy of this legal agreement to the Owner.

17.2 The Contractor shall indemnify and hold harmless the Owner and Construction Administrator for any costs, expenses and damage which it may be obliged to pay by reason of any infringement of a patent or a copyright, at any time during the prosecution or after the Final Completion of the Work.

ARTICLE 18
SURVEYS, PERMITS AND REGULATIONS

18.1 Unless otherwise provided for, the Contractor shall furnish surveys necessary for the execution of the Work. The Owner will furnish the Contractor with two base lines and a benchmark.

18.2 The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work and the occupancy and use of the completed Work.

18.3 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

18.4 If underground utilities may be involved in part of the Work the Contractor is required to request "Call-Before-You-Dig" to verify the location of underground utilities at least (3) Working Calendar Days prior to the start of any excavation. The Contractor shall also notify the Owner and Agency at least (3) Working Calendar Days prior to the start of any excavation. If "Call-Before-You-Dig" fails or refuses to respond to the Contractor's request, then the Contractor shall obtain the services of a qualified underground utility locating firm, at no additional cost to the Owner, to verify locations of underground utilities prior to the start of any excavation. The Contractor shall be held responsible for providing safety, protecting the Work and protecting workmen as necessary to perform the Work. The Contractor shall be responsible for maintaining and protecting all original utility mark-out at no additional cost to the Owner.

ARTICLE 19
DIESEL VEHICLE EMISSIONS CONTROL

19.1 The Contractor shall be responsible for compliance with the following provisions:

19.1.1 All Contractor and Subcontractor diesel powered non-road construction equipment with engine horsepower (HP) ratings of 60 HP and above, that are on the project or are assigned to the contract for a period in excess of 30 consecutive calendar days shall be retrofitted with emission control devices in order to reduce diesel emissions. In addition, all motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

19.1.2 Retrofit emission control devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that is:

19.1.2.1 Included on the U.S. Environmental Protection Agency (EPA) "Verified Technology List," as may be amended from time to time <http://www.epa.gov/otaq/retrofit/retrverifiedlist.htm> and

19.1.2.2 Verified by EPA to provide a minimum emissions reduction of 20% particulate matter (PM₁₀), 40% carbon monoxide (CO), and 50% hydrocarbons (HC).

19.1.3 Construction shall not proceed until all diesel powered non-road construction equipment meeting the criteria in provision 19.1.1 have been retrofitted, unless the Commissioner grants a waiver under provision 19.2.

19.1.4 The Contractor shall at least monthly, assess which diesel powered non-road construction equipment are subject to these provisions. The Contractor shall notify the Project Manager of any violations of these provisions.

19.1.5 Idling of delivery and/or dump trucks, or other diesel powered equipment shall be limited to three (3) minutes during non-active use in accordance with the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(C), which states, in part:

"[N]o person shall cause or allow...a mobile source to operate for more than three (3) consecutive minutes when such mobile source is not in motion, except as follows:

- (i) When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,*
- (ii) When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,*
- (iii) When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,*
 - (iv) To bring the mobile source to the manufacturer's recommended operating temperature,*
 - (v) When the outdoor temperature is below twenty degrees Fahrenheit (20 degrees F),*
 - (vi) When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or*
 - (vii) When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."*

19.1.6 All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptor sites. Diesel powered engines shall be located away from fresh air intakes, air conditioners, and windows.

19.1.7 If any diesel powered non-road construction equipment is found to be in non-compliance with these provisions by the Project Manager, the Contractor will be issued a Non-Conformance Notice and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. The Contractor's failure to comply with these provisions shall be reason to withhold payment as described in Article 33.

19.1.8 Any costs associated with these provisions shall be included in the general cost of the contract. In addition, there shall be no time granted to the Contractor for compliance with these provisions. The Contractor's compliance with these provisions and any associated regulations shall not be grounds for a Change Order.

19.2 The Commissioner reserves the right to waive all or portions of these provisions at his/her discretion. The Contractor may request a waiver to all or portions of these provisions with written justification to the Commissioner as to why the Contractor cannot comply with these provisions. A waiver, to be effective, must be granted in writing by the Commissioner.

**ARTICLE 20
PROTECTION OF THE WORK,
PERSONS AND PROPERTY**

20.1 The Contractor shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the Contractor or Subcontractors, whether or not incorporated in the Work, and shall make good any damage unless it be due directly to errors in the Contract Documents or is caused by agents or employees of the Owner.

20.2 To the extent required by law, by public authority, or made necessary in order to safeguard the health and welfare of the personnel or occupants of any of the state institutions, the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited to passageways, guard fences, lights, and barricades necessary for such protection.

20.3 The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal and state safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident Prevention in Construction", the standards of the Connecticut Labor Department and Occupational Safety and Hazard Association (OSHA).

20.4 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of employees of the State and the public, and shall post danger signs warning against any dangerous condition or hazard created by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards or slipping, stairways and falling materials.

20.5 The Contractor shall designate a qualified and responsible on site staff person, whose duty shall be the prevention of accidents. The name and position of the

designated person shall be reported to the Owner by the Contractor at the commencement of the Contract.

20.6 The Contractor shall at all times protect excavation, trenches, buildings and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.

20.7 The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavation, basements, footings and foundations free of water.

20.8 The Contractor shall remove all snow and ice as may be required for access to the site and proper protection and prosecution of the Work.

20.9 The Contractor shall install bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities as required for safety and proper execution of the Work, and shall remove this portion of the Work when no longer necessary.

20.10 During cold weather the Contractor shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease Work upon the written approval of the Commissioner.

**ARTICLE 21
TEMPORARY UTILITIES**

21.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall include in the bid the costs of all temporary utilities required for project completion and protection of the Work. Said temporary utilities include but are not limited to lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

**ARTICLE 22
CORRECTION OF WORK**

22.1 The Contractor shall promptly and without expense to the Owner remove from the premises all materials rejected by or unacceptable to the Commissioner as failing to conform to the Contract Documents, whether incorporated in the Work or not.

22.2 The Contractor shall promptly and without expense to the Owner replace any such materials which do not conform to the Contract Documents, and shall bear the expense of making good all Work of other

Contractors or Subcontractors destroyed or damaged by such removal or replacement

22.3 If the Contractor, after receipt of notice from the Owner, shall fail to remove such rejected or unacceptable materials within a reasonable time as fixed in said notice, the Owner may remove and store such materials at the expense of the Contractor.

22.4 Such action shall not affect the obligation of the Contractor to replace and complete assembly and installation of the Work and to bear the expenses referred to above. Prior to the correction of rejected or unacceptable Work or if the Commissioner deems it inexpedient or undesirable to correct any portion of the Work which was rejected, deemed unacceptable or not done in accordance with the Contract Documents, the Contract sum shall be reduced by such amount as, in the judgment of the Commissioner, shall be equitable.

22.5 No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within 60 days of established Substantial Completion date.

22.6 Final Payment shall not relieve the Contractor of responsibility for the defects in material or workmanship.

22.7 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any rejected or unacceptable Work, and any Work found to be not conforming to the Contract Documents which is discovered within 18 Months after the date of Substantial Completion. The Contractor shall pay for any damage to other Work caused by such nonconforming Work or any damage created in correcting the nonconforming Work.

ARTICLE 23 GUARANTEES and WARRANTIES

23.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall provide a warranty on the Work for an 18-Month period from the date of Substantial Completion. The Contractor shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents.

23.2 Disclaimers and limitations from manufactures, Subcontractors, suppliers or installers to the Contractor shall not relieve the Contractor of the Warranty on the Work. The Contract Documents detail the related damages, reinstatement of warranty, replacement cost and Owner's recourse.

ARTICLE 24 CUTTING, FITTING, PATCHING AND DIGGING

24.1 The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.

24.2 The responsibility for defective or ill-timed Work shall be with the Contractor, but such responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the Commissioner, neither the Contractor nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

ARTICLE 25 CLEANING UP

25.1 The Contractor shall, on a daily basis, keep the premises free from accumulations of waste material or rubbish.

25.2 Prior to Final Completion of the Work, the Contractor shall remove from and about the site of the Work, all rubbish and all temporary structures, tools, scaffolding and surplus materials, supplies and equipment which may have been used in the performance of the Work. If the Commissioner in his sole discretion determines that the Contractor has failed to clean the work site, the Owner may remove the rubbish and charge the cost of such removal to the Contractor. A deduct Change Order will be issued by the Owner to recover such cost.

ARTICLE 26 ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER

26.1 The Commissioner hereby declares that the Department of Public Works Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's or Architect's ability to revoke, alter, enlarge or relax any requirement of the

Contract Documents; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of ARTICLES 13 and 14 herein shall guide the Project Manager.

26.2 In no event may the Contractor act on any instruction of the Agency without written consent of the Owner. In the event the Contractor acts without such consent, he does so at his own risk and at his own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Commissioner.

26.3 In the performance of the work, The Contractor shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods and in such manner and sequence as the Commissioner may require.

26.4 The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents and extra work orders and shall decide all other questions in connection with the Work.

26.5 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Commissioner objects and shall remove no plant materials, equipment or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner shall confirm in writing any oral order, direction, requirement or determination.

26.6 In accordance with Section 4b-24 and 4b-23 of the Connecticut General Statutes, the public auditors of the State of Connecticut and the auditors or accountants of the Commissioner of Public Works shall have the right to audit and make copies of the books of any contractor employed by the Commissioner.

ARTICLE 27 AUTHORITY OF THE CONSTRUCTION ADMINISTRATOR

27.1 The Construction Administrator employed by the Commissioner is authorized to inspect all Work for conformance to the Contract Documents. The Construction Administrator is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the material to be used.

27.2 The Construction Administrator is not empowered to revoke, alter, enlarge or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Construction Administrator shall in no case act as foreman or perform other duties for the Contractor, nor shall the Construction Administrator interfere with the management of the Work by the Contractor. Any advice, which the Construction Administrator may give the Contractor, shall in no way be construed as binding the Commissioner or Owner in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

27.3 In any dispute arising between the Contractor and the Construction Administrator with reference to inspection and rejection of the Work, the Construction Administrator may suspend work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

ARTICLE 28 SCHEDULE OF VALUES, APPLICATION FOR PAYMENT

28.1 Immediately after the signing of the Contract, the Contractor shall furnish for the use of the Commissioner as a basis for estimating partial payments, a certified Schedule of Values, totaling the contract sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon request of the Commissioner, the Contractor shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

28.2 Approval of the Schedule of Values by the Commissioner is required prior to any payment by the Owner.

28.3 The Schedule of Values shall include a breakdown of the Contractor's general condition costs.

28.3.1 Non-recurring costs, (i.e Mobilization costs, utility hook-ups, temporary heat) will be paid at the time of occurrence.

28.3.2 Reoccurring costs will be paid in proportion to the percent of completion of the project.

28.4 The Schedule of Values shall include a breakdown of Contract closeout costs including systems certification testing and acceptance, training, warranties, guarantees, as-builts and attic stock.

28.5 The Contractor shall make periodic applications for payment, which shall be subdivided into categories corresponding with the approved Schedule of Values and shall be in such numbers of copies as may be designated by the Commissioner.

ARTICLE 29 PARTIAL PAYMENTS

29.1 The Commissioner will examine the Contractor's Applications For Payments to determine, in the opinion of the Commissioner, the amounts that properly represent the value of the Work completed and for the materials suitably stored on the site.

29.2 In making such Application For Payment for the Work, there shall be deducted (10%) ten percent of the amount of each Application for Payment to be retained by the Owner as Retainage until Final Completion.

29.3 Retainage withheld at Final Payment shall not be more than ten percent (10%) of the Contract Sum.

29.3.1 The Commissioner has the sole discretion in the determination of reduction in Retainage. At (50%) fifty percent completion of the Work the Department of Public Works Project Manager may issue a "Contractor's Performance Evaluation". If the Contractor receives a performance evaluation score of "Good" or better then the Retainage withheld may be reduced by (50%) fifty percent of the Retainage. All subsequent Applications For Payment shall be subject to the Retainage amount as determined at the sole discretion of the Commissioner. In the event of a reduction in Retainage the minimum Retainage withheld at Final Payment shall not be less than five percent (5%) of the Contract Sum.

29.3.2 A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of (60) sixty units and with no individual evaluation items rated (0) zero.

29.4 The decision of the Commissioner to reduce the Retainage rate will be based upon the Contractor's Performance Evaluation score for completed portions of the Work as set out above and other factors that the Commissioner may find appropriate as follows:

29.4.1 The Contractor's timely submission of an appropriate and complete CPM Schedule or Construction Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or Architect's comments on the submitted material result-

ing in an appropriate basis for progress of the Work.

29.4.2 The Contractor's timely and proper submission of all Contract Document required submissions: including but not limited to shop drawings, material certificates and material samples and the prompt resolution of the Owners and/or Architect's comments on the submitted material resulting in an appropriate progress of the Work

29.4.3 The Contractor's provision of proper and adequate supervision and home office support of the Project and any Subcontractor Work resulting in coordinated progress and proper quality control for the Work.

29.4.4 The Work completed to date has been installed or finished in a manner acceptable to the Owner.

29.4.5 The progress of the Work is consistent with the approved CPM Schedule or Construction Schedule.

29.5 No payments will be made for improperly stored or protected materials or unacceptable Work.

29.6 At his sole discretion, the Commissioner may allow to be included in the monthly requisitions payment requests for materials and equipment stored off the site.

29.6.1 In the event the Commissioner allows the Contractor to include in his requisitions payment requests for materials and equipment stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored materials and equipment, and follow such other procedures as may be required by the State to obtain the Commissioner's approval of such requests.

29.6.2 The Architect or Construction Administrator shall have inspected said materials and equipment and recommended payment therefor. The Contractor shall pay for the cost of the Architect's or Construction Administrator time and expense in performing these inspection services.

ARTICLE 30 DELIVERY OF STATEMENT SHOWING AMOUNTS DUE FOR WAGES, MATERIALS AND SUPPLIES

30.1 For each Application for Payment under this Contract, the Owner reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly

wages to all laborers employed by him for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

30.2 The term laborers as used herein shall include workmen, workwomen, and mechanics.

30.3 Failure to comply with this requirement may result in the Owner withholding the application for payment pursuant to Article 29.

ARTICLE 31 COMPLETION AND ACCEPTANCE

31.1 Substantial Completion:

31.1.1 When the Contractor considers that the Work or a portion thereof is Substantially Complete, the Contractor shall request an inspection of said Work to the Construction Administrator.

31.1.2 Upon receipt of the request, the Architect, Construction Administrator and Owner, will make an inspection to determine if the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the inspection list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item.

31.1.3 The Contractor shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner.

31.1.4 When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion shall establish the date when the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate.

31.1.5 The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, and Architect.

31.1.6 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Administrator and Architect, the Owner shall make payment reflecting adjustment in Retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

31.2 Final Completion:

31.2.1 Upon Final Completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for Final Inspection and Acceptance and shall also forward to the Construction Administrator, a Final Application for Payment.

31.2.2 When the Work has been completed in accordance with terms and conditions of the Contract Documents a Certificate of Completion shall be issued to be signed by the Contractor.

ARTICLE 32 FINAL PAYMENT

32.1 The Owner reserves the right to retain for a period of thirty (30) days after filing of the Certificate of Completion and Acceptance the amount therein stated less all prior payments and advances whatsoever to or for the account of the Contractor.

32.2 All prior estimates and payments, including those relating to extra or additional Work, shall be subject to correction by the Final Payment.

32.3 No Application for Payment, Final or Partial, shall act as a release to the Contractor or the Contractor's sureties from any obligations under this Contract.

32.4 The Architect and Construction Administrator will promptly issue the Certificate for Payment, stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Payment is due and payable.

32.5 Final Payment shall not be released until a Certificate of Completion and Acceptance and a Certificate of Compliance have been issued.

32.6 Neither Final Payment nor any Retainage shall become due until the Contractor submits to the Owner the following:

32.6.1 An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

32.6.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire

without at least 30 days prior written notice to the Owner.

32.6.3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

32.6.4 Written consent of surety, if any, to Final Payment

32.6.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees

32.6.6 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion and the Construction Administrator and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Administrator and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than Retainage withheld, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to Final Payment. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of Claims.

ARTICLE 33

OWNER'S RIGHT TO WITHHOLD PAYMENTS

33.1 The Commissioner may withhold a portion of any Payment due the Contractor that may, in the judgment of the Commissioner, be necessary

33.1.1 To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work

33.1.2 To protect Owner from loss due to de-

fective, unacceptable or non-conforming Work not remedied by the Contractor.

33.1.3 To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of its Subcontractors.

33.2 The Owner shall have the right to apply any amount withheld under this section as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.

33.3 The Owner has the right to withhold payment if the Contractor fails to provide accurate submissions of submittals, up date the status including but not limited to the following: as-built documents, request for information (RFI) log, Schedule, submittal log, change order log, certified payrolls and daily reports and all other requirement of the Contract Documents.

33.4 Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Administrator:

33.4.1 An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,

33.4.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,

33.4.3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

33.4.4 Consent of surety, if any, to Final Payment and

33.4.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner

33.5 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the

Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

ARTICLE 34
OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

34.1 The Commissioner shall have the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers to be in the best interests of the State, or in the interests of public necessity, convenience or safety. During such periods the Contractor shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Contractor shall take precautions to protect the Work from damage.

34.1.1 If the Commissioner, in writing, orders the performance of all or any portion of the Work to be suspended or delayed for an unreasonable period of time (i.e. not originally anticipated, customary, or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner in writing a request for a Contract adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.

34.1.2 The Commissioner shall evaluate any such requests received. If the Commissioner agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors, and was not caused by weather, then the Commissioner will make a reasonable adjustment, excluding profit, of the Contract terms. The Commissioner will notify the Contractor of the determination as to what adjustments of the Contract, if any, that the Commissioner deems warranted.

34.1.3 No Contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.

34.1.4 No contract adjustment will be made under this Article to the extent that performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsi-

ble under the Contract; or that such an adjustment is provided for or excluded under other term or condition of this Contract

34.2 Notwithstanding any provision or language in the Contract to the contrary, the State may terminate the Contract whenever the Commissioner determines at his sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective.

34.2.1 In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost overhead or profits shall be allowed.

34.2.2 Materials obtained by the Contractor for the Work that have been inspected, tested as required, and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.

34.2.3 Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

ARTICLE 35
SUBLETTING OR ASSIGNING OF CONTRACT

35.1 The Contract or any portion thereof, or the Work provided for therein, or the right, title or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm or corporation without the written consent of the Commissioner

35.2 No person, firm or corporation other than the Contractor to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

ARTICLE 36
CONTRACTOR'S INSURANCE

36.1 The Contractor shall not start Work under the Contract until they have obtained insurance as stated in Sections 00300 Certificate of Insurance and 00020 Bid Proposal Form, subsections 4.4.2 and 4.4.3, of this Project Manual and until the insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Owner or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Bidding and Contracts Unit, Department of Public Works, 165 Capitol Avenue, Room G-35, Hartford, CT 06106 unless otherwise directed in writing. Presented below is a narrative summary of the insurance required.

36.1.1 Commercial General Liability insurance including contractual liability, products/completed operations, broad form property damage and independent Contractors. The limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage for hazards of explosion, collapse and underground (X-C-U) and for asbestos abatement when applicable to this Contract must also be included when applicable to the Work to be performed. The State of Connecticut, the Department of Public Works, and their respective officers, agents, and employees shall be named as an Additional Insured. This coverage shall be provided on a primary basis.

36.1.2 Owner's and Contractor's Protective Liability insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.

The operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract shall be covered by Automobile Liability insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary

basis. Should the Contractor not own any automobiles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability. The State of Connecticut, the Department of Public Works, and their respective officers, agents, and employees shall be named as an Additional Insured.

36.1.3 Excess Liability (Other than Umbrella Form) insurance in the amount of \$5,000,000 for bids of \$1,000,000 - \$10,000,000 and in the amount of \$10,000,000 for bids of \$10,000,001 - \$20,000,000. Refer to Section 00900 Amendments of the Project Manual for Excess Liability insurance requirements for bids exceeding \$20,000,000.

36.1.4 Workers' Compensation and Employer's Liability as required by Connecticut Law and **Employers' Liability** with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit and \$100,000 disease each employee. When Work is on or contiguous to navigable bodies of waterways and ways adjoining, the Contractor shall include Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act.

36.1.5 Special Hazards insurance, if required, will be stated in Section 00020 Bid Proposal Form, subsection 4.4.2 of this Project Manual. This includes coverage for explosion, collapse or underground damage and for asbestos abatement when applicable when applicable to this Contract and shall be no less than \$1,000,000 each occurrence.

36.1.6 Builder's Risk insurance, if required, will be stated in Section 00020 Bid Proposal Form, subsection 4.4.3 of this Project Manual.

36.1.7 Inland Marine/Transit Insurance: With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy.

36.1.8 When required to be maintained, the Builder's Risk and Inland Marine/Transit Insurance policy shall endorse the State of Connecticut as a Loss Payee.

36.2 Satisfying Limits Under an Umbrella Policy: If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Automobile Liability, and Employer's Liability coverage under an Umbrella or Excess Liability policy. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability

policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability policy shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The State of Connecticut shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability policy, unless the Umbrella or Excess Liability policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis

36.3 The Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of the Contract or the performance of Work hereunder, insurance coverage as described herein. Certificates shall include a minimum thirty (30) day endeavor to notify requirement to the Owner prior to any cancellation or non-renewal.

36.4 The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

36.5 The requirement contained herein as to types and limits of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

36.6 Hold Harmless Provisions: The Contractor shall at all times indemnify and save harmless the State of Connecticut, the Department of Public Works, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department, or of the Contractor, his Subcontractor, or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect or the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any Subcontractor, materialman, or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work

whichever occurs first until its completion as certified by the Department of Public Works.

ARTICLE 37 FOREIGN MATERIALS

37.1 Preference shall be given to articles or materials manufactured or produced in the United States, Canada, and Mexico, the members of North American Free Trade Agreement (NAFTA), and the products shall meet all of the referenced standards and specifications for conditions of performance, quality and price with duty being equal.

37.2 Only articles or materials manufactured or produced in the United States Canada, and Mexico, the members of North American Free Trade Agreement (NAFTA), will be allowed. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

ARTICLE 38 HOURS OF WORK

38.1 No person shall be employed to work or be permitted to work more than eight (8) hours in any day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.

38.2 The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

ARTICLE 39 DAYS OF WORK

39.1 Working Calendar Days include all days that the Contractor is permitted to execute the Work or employ any person to execute the Work within the Contract Time

39.2 Non-working Calendar Days include all Saturdays, Sundays, Legal State Holidays and any other days identified in the Contract Documents that the Contractor is not permitted to execute the Work or employ any person to execute the Work. The restriction of non-working Calendar Days may be suspended upon the approval or direction of the Commissioner.

ARTICLE 40
CONTRACT TIME

40.1 The Contract Time is the number of calendar days, allotted in the Bidding Documents, for execution and Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all working and non-working calendar days.

40.2 If weather conditions prevent the Contractor from executing the Work, the Contract Time may be extended by Change Order, for such reasonable time as may be determined by the Owner.

ARTICLE 41
CALENDAR DAY

41.1 This is each day of the calendar.

END

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/20/2006

PRODUCER (860)482-6566 FAX
The Litchfield Insurance Group
126 South Main Street
Box 1127
Torrington, CT 06790

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED O & G Industries Inc.
112 Wall Street
Torrington, CT 06790

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Prop Cas Co of Ameri	
INSURER B:	National Union Fire Ins Co	
INSURER C:	Travelers Indemnity Co of Amer	
INSURER D:	Greenwich Insurance Company	
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRF	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Waiver of Subro IF REQUIRED BY CONTRACT <input checked="" type="checkbox"/> Blanket Add'l InsIF REQUIRED BY CONTRACT GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	RTC2JC02399A554TIL05 CG0001 (10/01)	05/01/2005	05/01/2006	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RTC2JCAP2399A566TIL05	05/01/2005	05/01/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BE4484718	05/01/2005	05/01/2006	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	RTC2HUB2399A54205	05/01/2005	05/01/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D		OTHER OCP in name of DPW	PRS1624C663	09/12/2005	05/01/2006	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Project No. BI-RT-829 Additions and Renovations Henry Abbott Technical High School
 The State of Connecticut is included as additional insured under the General Liability and Umbrella Liability Insurance policies.

CERTIFICATE HOLDER

CANCELLATION

Department of Public Works
c/o Procurement Division
165 Capitol Avenue, Room G-35
Hartford, CT 06106

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Carol A. Zuck

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.