

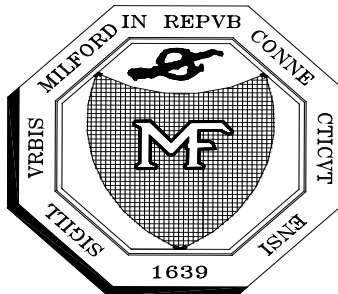
CONTRACT

FOR

(INSERT PROJECT NAME)

FOR

CITY OF MILFORD, CONNECTICUT



**BENJAMIN G. BLAKE
MAYOR**

AGREEMENT made as of the _____ day of _____, 2018,

BETWEEN

CITY OF MILFORD (hereinafter the "City")

70 West River Street

Milford, CT 06460

Telephone Number: 203-783-3225

Fax Number: 203-876-1960

and

(Insert Name) (hereinafter the "Contractor")

(Address of Contractor)

Telephone Number: *(Contractor's Telephone #)*

Fax Number: *(Contractor's Fax #)*

for the following Project:

(Insert Project Name)

The City and Contractor agree as follows.

TABLE OF ARTICLES

1. THE CONTRACT DOCUMENTS
2. THE WORK OF THIS CONTRACT
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4. CONTRACT SUM
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ARTICLE 1 - THE CONTRACT DOCUMENTS

The Contract Documents ("Contract") consist of the following:

1. Agreement,
2. Proposal,
3. Appendix A (General Conditions),
4. Appendix B (Supplemental General Conditions),
5. Appendix C (Special Requirements),
6. Appendix D (Value Engineering Incentive Clause),
7. Appendix E (Affirmative Action Statement),
8. Appendix F (Anti-Bribery Affirmation and Affidavit of Qualification to Contract),
9. Appendix G (Drug Free Workplace Certificate),
10. Appendix H (Performance Bond),
11. Appendix I (Labor and Materials Bond),
12. Appendix J (Notice to Proceed),
13. Appendix K (Change Order),
14. Appendix L (Certificate of Substantial Completion),
15. Appendix M (Certificate of Final Payment and Certificate of Completion),
16. Appendix N (Release of Liability and Waiver of Claim, Hold-Harmless, Release of Liability and Indemnification Agreement),
17. Appendix O (Required Insurance),
18. Drawings and Special Provisions (as on file with the City Purchasing Agent),
19. Specifications and such Addenda as may be issued by the the City, or its authorized representative, prior to execution of this Agreement, and
20. Other documents listed in this Agreement and Modifications issued after execution of this Agreement. All of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, is listed in Article 9.

ARTICLE 2 - THE WORK OF THIS CONTRACT

The Contractor shall commence, and fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The Contractor shall commence the Work required by the Contract Documents within the time specified in the Notice To Proceed issued following the execution of this Agreement. TIME IS OF THE ESSENCE WITH REGARD TO THE CONTRACTOR'S PERFORMANCE AND COMPLETION OF THE WORK.

§ 3.2 The Contract Time shall be measured starting from the above Notice to Proceed date for commencement of the Work.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than *(Insert, in word form, Number of Days) (Insert in numerical form)* calendar days from the date of the Notice to Proceed unless the period for Substantial Completion is extended otherwise as provided by the Contract Documents, time being of the essence, but in no event shall the Work be completed later than *(Insert Completion Date)*. Work performed beyond this Contract Time period for Substantial Completion will be subject to liquidated damages.

LIQUIDATED DAMAGES: *It is expressly understood by the City and the Contractor that time is of the essence with regard to the performance and completion of the Work since costs to the City will be increased if the duration of the Work is extended. Should the Contractor fail to complete the Work accepted by the City, or its designee, by the date of Substantial Completion as determined above and stated in the Notice to Proceed, Contractor shall be liable for liquidated damages to the City in the amount of Five Hundred (\$500) DOLLARS FOR EACH CALENDAR DAY BEYOND THE DATE OF SUBSTANTIAL COMPLETION until the written acceptance of the Work by the City or its authorized representative. The parties acknowledge that the liquidated damages are not a penalty, rather, represent a reasonable sum calculated by the City based on the best available information as to the amount of damages the City will incur if the Project is not completed by the substantial completion date.*

ARTICLE 4 - CONTRACT SUM

The City shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be *(Insert Dollar Amount, in word form) (\$Insert Dollar Amount in numerical form)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 5 - PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon partial payment estimates (as set forth in Article 19 of the General Conditions) ("Payments to Contractor") submitted to the Engineer, by the Contractor and certificates for payment issued by the Engineer, the City, as soon as practicable, shall make progress payments on account of the Contract

Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 Each partial payment estimate shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer, may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Partial payment estimates shall show the percentage of completion of each portion of the Work as of the end of the period covered by the partial payment estimate.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5%). Pending final determination of cost to the City of changes in the Work, amounts not in dispute shall be included; and
2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the City, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%);
3. Subtract the aggregate of previous payments made by the City; and
4. Subtract amounts, if any, for which the Engineer, has withheld or nullified on a certificate for payment.

§ 5.1.7 The Progress Payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

1. Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less two and one-half percent (2.5%) for incomplete Work, retainage applicable to such Work and unsettled claims; and
2. Add, if Final Completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable.

§ 5.1.8 Except with the City's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when:

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work and to satisfy other requirements, if any, which extend beyond Final Payment; and
2. A final certificate for payment has been issued by the Engineer.

ARTICLE 6 - DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Public Works Director, or his designee, will serve as Initial Decision Maker, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 MEDIATION AND LITIGATION

All claims not resolved by mediation shall be determined by litigation. The parties agree that venue for such cases shall be in brought in Connecticut Superior Court, Judicial District of Ansonia/Milford at Milford, Connecticut.

ARTICLE 7 - TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the City or the Contractor as provided in Article 18 of the General Conditions and Article 17 of the Supplemental General Conditions.

§ 7.2 The Work may be suspended by the City as provided in Article 18 of the General Conditions and Article 17 of the Supplemental General Conditions.

§ 7.3 In the event the City shall not have funds available for the Project, the City may terminate this Contract on thirty (30) days' prior written notice thereof to the Contractor, without penalty and for the City's convenience. In the event of such termination for convenience, the Contractor shall be paid, pursuant to the Contract, for work completed as of the effective date of the termination. Contractor shall not be entitled to any other compensation and expressly waives any claim for consequential, special, incidental or any other type of damages.

ARTICLE 8 - MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The City's representative:

(Insert Name of City Representative)
(Insert Address of City Representative)
(Insert Phone # of City Representative)
(Insert Fax # of City Representative)
(Optional - Insert Email of City Representative)

§ 8.3 The Contractor's representative:

(Insert Name of Contractor Representative)
(Insert Address of Contractor Representative)
(Insert Phone # of Contractor Representative)
(Insert Fax # of Contractor Representative)
(Optional - Insert Email of Contractor Representative)

§ 8.4 The Contractor's representative shall not be changed without ten (10) days written notice to the City.

ARTICLE 9- ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below:

§ 9.1.1 The Agreement is this executed Agreement.

§9.1.2 The General Conditions are attached to this Agreement as Appendix A.

§9.1.3 The Supplementary Documents and other Conditions of the Contract are:

1. Project Manual;
2. Bid Proposal Package (signed), inclusive of all attachments submitted consisting of *(insert numerical)* pages;
3. Contract Drawings dated *(insert date)* prepared by *(insert name of who prepared contract drawings)*;
4. Addenda;
5. **State of Connecticut Prevailing Wage Rates**; and
6. Notice of Award.

§9.1.4 Addenda relating to bidding requirements.

ARTICLE 10 - INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 21 of the General Conditions and as may be designated by City, which shall control.

<u>Type of insurance or bond</u>	<u>Limit of liability or bond amount (\$0.00)</u>
Performance Bond	100%
Labor and Materials Bond	100%
Insurance requirements	As noted in General Conditions, Article 21

IN WITNESS WHEREOF: THE CITY OF MILFORD, acting herein by its Mayor, and the Contractor, acting herein by *(Insert name of Contractor's agent signing)*, its *(Insert title of Contractor's Agent)*, duly authorized, have subscribed their names to this Agreement this _____ day of _____, 2018.

CONTRACTOR:
(INSERT CONTRACTOR NAME)

OWNER:
CITY OF MILFORD

BY: _____
(Insert Name of Contractor's Agent)
Its *(Insert Title)*, Duly Authorized

BY: _____
Benjamin G. Blake, Mayor

APPROVED AS TO FORM:

Jonathan D. Berchem, City Attorney

DATE: _____

APPROVED AS TO PURCHASE PROCEDURE:

Fred Bialka, Purchasing Agent

DATE: _____

I DO HEREBY CERTIFY THAT FUNDS HAVE BEEN APPROPRIATED TO COVER THE LIABILITY OF THE CITY OF MILFORD, CONNECTICUT UNDER TERMS OF THIS AGREEMENT.

Peter A. Erodici, Jr., Director of Finance

DATE: _____

APPENDIX A
GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

- 1.1 ADDENDA - Written or graphic instruments issued prior to the execution of the CONTRACT, which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS AND SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.2 AWARDING AUTHORITY - The authorized agent or representative of the OWNER as defined herein for which the PROJECT shall be undertaken.
- 1.3 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.4 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.5 BONDS - Bid, Performance and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and its Surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 COMPLETION - That date, as certified by the ENGINEER, when the construction of the PROJECT (and all parts thereof) is fully completed in accordance with the CONTRACT DOCUMENTS, including but not limited to the satisfactory fulfillment of, in the opinion of the ENGINEER, all punch list items, correction of any defective WORK, start-up and training, testing of equipment, submission and approval of operations and maintenance manuals and record drawings. Should the CONTRACTOR not achieve COMPLETION within the specified time, or extension of time granted by the OWNER, then the provisions of liquidated damages shall apply.
- 1.8 CONTRACT – The CONTRACT DOCUMENTS form the CONTRACT for construction. The CONTRACT represents the entire and integrated agreement between the OWNER and the CONTRACTOR and supercedes prior negotiations, representations or agreements, either written or oral.
- 1.9 CONTRACT DOCUMENTS - CONTRACT DOCUMENTS is defined in the AGREEMENT FORM.
- 1.10 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

- 1.11 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS to achieve COMPLETION of the WORK.
- 1.12 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the CONTRACT.
- 1.13 DAYS – Days as used in this document shall be calendar days unless specifically noted otherwise.
- 1.14 DRAWINGS - The part of the CONTRACT DOCUMENTS that show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.15 ENGINEER - The term ENGINEER as used in the CONTRACT DOCUMENTS shall mean *(Insert Name of Engineering Firm)*.
- 1.16 FIELD ORDER - A written order affecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.17 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.18 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing the CONTRACTOR to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.19 OWNER – The term OWNER as used in the CONTRACT DOCUMENTS shall mean the City of Milford or other authorized representative.
- 1.20 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.21 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site(s) or any part thereof.
- 1.22 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.23 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.24 STATE - The State of Connecticut.
- 1.25 SUBCONTRACTOR - An individual, firm or corporation having a direct Contract with the CONTRACTOR, or with any other SUBCONTRACTOR, for the performance of a part of the WORK at the site(s).

- 1.26 SUBSTANTIAL COMPLETION - That date, as certified by the ENGINEER, when the construction of the PROJECT, or a specified part thereof, is sufficiently completed and accepted by the City, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.27 SUPPLEMENTAL CONDITIONS - Modifications to the GENERAL CONDITIONS required by an agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by the OWNER, the ENGINEER or applicable STATE laws.
- 1.28 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site(s).
- 1.29 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.30 WRITTEN NOTICE - Any notice to any party of the CONTRACT relative to any part of this CONTRACT in writing and considered delivered and the service thereof completed, when posted by certified or registered mail, faxed (with confirmation sheet of successful transmission), personally delivered or e-mailed, to the said party at its last given address or number or delivered in person to said party or its authorized representative on the WORK. Whenever the words "as directed", "as permitted", "as required" or words of like effect are used, it shall be understood that the direction, permission or requirements of the ENGINEER and/or the Owner is intended, and similarly the words "approved", "acceptable", "satisfactory" or words of like import shall mean approved or acceptable or satisfactory to the ENGINEER and/or the Owner. Whenever the words "or equal" or words of like import are used, it shall be understood that this means equal in accordance with the following provisions; an item shall be considered equal if in the opinion of the ENGINEER and/or the Owner; (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item. Whenever any power is possessed by, or act or thing is to be done by the OWNER under this CONTRACT, the exercise of such power or the doing of such act or thing by the AWARDING AUTHORITY shall be a sufficient compliance with the terms of this CONTRACT unless by law some other officer of the OWNER is required to act in the premises. Both the address given in the BID upon which this CONTRACT is founded and the CONTRACTOR's office at or near the site(s) of the WORK are hereby designated as places to either of which notices, letters, and any other communications to the CONTRACTOR may be certified mailed or delivered. The delivering to the above-named place(s), or depositing in a post-paid wrapper directed to the first named place, in any post office box regularly maintained by the Post Office Department, of any notice, letter or other communications to the CONTRACTOR, shall be deemed sufficient service thereof upon the CONTRACTOR, and the date of said service shall be the date of such delivery or mailing or at the time and date of the fax or e-mail confirmation. The first named postal address, e-mail address and/or fax number may be changed at any time by an instrument in writing, executed and acknowledged by the CONTRACTOR and delivered to the ENGINEER. Nothing herein contained shall

be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the CONTRACTOR personally.

ARTICLE 2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

- 2.1 The CONTRACTOR may be furnished additional instructions and detail DRAWINGS, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional DRAWINGS and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail DRAWINGS and instructions.

ARTICLE 3. SCHEDULES, REPORTS, AND RECORDS

- 3.1 Within ten (10) days after the WORK has commenced, the CONTRACTOR shall submit to the ENGINEER for approval a progress schedule in a form satisfactory to the OWNER and ENGINEER, showing in detail its proposed progress for the construction of the various parts of the WORK and the proposed times for receiving the various materials required. The CONTRACTOR shall, at the end of each month or more often if required by the circumstances and actual progress of the WORK,, furnish the ENGINEER two (2) copies of a chart showing actual progress of the various parts of the WORK in comparison with the originally proposed progress schedule as approved. If the progress of the WORK does not adhere to or comply with the original approved schedule, CONTRACTOR shall submit, with its monthly report to ENGINEER, a proposed recovery plan to achieve compliance with the original approved schedule at no additional cost to OWNER.
- 3.2 The CONTRACTOR shall, within five (5) days of its receipt of a Notice to Proceed, shall submit a schedule of payments that it anticipates it will earn during the course of the WORK.
- 3.3 The WORK is to commence within ten (10) days after a date to be specified in the NOTICE TO PROCEED unless otherwise specified. WORK shall continue with dispatch to COMPLETION and no suspension of WORK will be allowed without written approval of the ENGINEER and OWNER.
- 3.4 No Saturday, Sunday, holiday or WORK days longer than eight (8) hours requiring the presence of the ENGINEER or RESIDENT PROJECT REPRESENTATIVE will be permitted, without prior arrangements with the ENGINEER, except in the case of an emergency, and then only to the extent that is absolutely necessary, and, if practical, with the written permission of the ENGINEER. If Saturday, Sunday, holiday or WORK days longer than eight (8) hours are contemplated, the CONTRACTOR shall notify the ENGINEER not later than Friday of the previous week to allow arrangements to be made for observation. If the CONTRACTOR must work beyond the regular WORK week in order to complete the PROJECT within the CONTRACT TIME, all expenses of the ENGINEER and its personnel required for observation will be deducted monthly from any sums due or which will become due to the CONTRACTOR.
- 3.5 Prior to commencing any WORK at the site(s) requiring the presence of the ENGINEER or its representative, the CONTRACTOR shall notify the ENGINEER in

writing at least twenty-four (24) hours in advance of the exact date and time on which it intends to start the WORK. In the event that the CONTRACTOR fails to meet this Schedule, the charges to the OWNER for the ENGINEER's on-site time will be assessed to the CONTRACTOR and will be deducted from any sums due or which will become due the CONTRACTOR.

ARTICLE 4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, transportation and any other services necessary for proper and timely execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental WORK necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER. Any WORK shown on the DRAWINGS, though not mentioned in the SPECIFICATIONS, and any WORK mentioned in the SPECIFICATIONS, though not shown on the DRAWINGS, is to be executed by the CONTRACTOR as a part of the WORK.
- 4.2 In case of a conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scaled dimensions, and detailed DRAWINGS govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS, shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.
- 4.4 In the event of any duplication, conflict or discrepancy, the method of WORK, materials and equipment which is in the best interest of Owner, regardless of whether such method, materials or equipment results in additional costs for the Contractor, shall be construed as the requirement. When the WORK is shown in greater quantity on documents of lower priority than the lower priority documents shall govern. No such duplication of WORK, conflict or discrepancy is intended by the CONTRACT DOCUMENTS, and any duplication specified shall not become a basis for a claim by Contractor for extra cost to the OWNER.
- 4.5 Where compliance with two (2) or more industry standards or sets of requirements is indicated, and overlapping of those different standards or requirements established two (2) different or conflicting minimums or levels of quality, or quantity, the most stringent requirement (which is generally recognized to be also the most costly) is intended and will be enforced, unless specifically detailed language written into the CONTRACT DOCUMENTS (not by way of reference to an industry standard) clearly indicates that the less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which levels of quality or quantity is the more stringent, to the ENGINEER for a decision before proceeding.

ARTICLE 5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER's approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS and shall not constitute a waiver by OWNER of OWNER's right to enforce the CONTRACT DOCUMENTS. A CHANGE ORDER shall be required to evidence the approval of any SHOP DRAWING, which substantially deviates from the requirements of the CONTRACT DOCUMENTS.
- 5.2 When submitted for the ENGINEER's review, SHOP DRAWINGS shall bear the CONTRACTOR's certification that they have reviewed, checked and approved the SHOP DRAWINGS; and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the ENGINEER has approved the SHOP DRAWING or submission. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site(s) and shall be available to the ENGINEER.
- 5.4 The CONTRACTOR shall submit to the ENGINEER, before any shop work is commenced, four (4) to seven (7) prints (four (4) prints are to be used by the ENGINEER and up to three (3) prints are to be used by the CONTRACTOR) of SHOP DRAWINGS for all items so stated in the SPECIFICATIONS as requiring SHOP DRAWINGS. Additional prints for regulatory agencies shall be submitted when indicated in the SPECIFICATIONS. Standard forms for processing SHOP DRAWINGS will be used by the CONTRACTOR and furnished to the CONTRACTOR, by the ENGINEER.
- 5.4.1 No SHOP DRAWINGS shall be submitted directly by SUBCONTRACTORS or suppliers. All SHOP DRAWINGS shall be submitted through the CONTRACTOR who shall check and verify all field dimensions, check for compliance with the CONTRACT DOCUMENTS, stamp and endorse all SHOP DRAWINGS to indicate its approval and compliance with the above, and assign a transmittal number to each submission. Numbers shall be assigned in sequence. In the event that a Shop Drawing is returned marked "Amend and Resubmit" or "Rejected" subsequent resubmittals for the same item shall retain the same transmittal number, but shall have an alphabetical suffix (3a, 3b, etc.). At the time of each submission, the CONTRACTOR shall, in writing, call the ENGINEER's attention to any deviations of the CONTRACT DOCUMENTS.
- 5.4.2 No portion of the WORK requiring a Shop Drawing shall be commenced until the Shop Drawing has been reviewed by the ENGINEER. If the first submittal of the Shop Drawing is marked either "No Exceptions Taken" or "Make Corrections Noted" up to three (3) prints will be returned to the CONTRACTOR and fabrication of the item may begin. If the SHOP DRAWINGS are marked "Amend & Resubmit" or "Rejected - See Remarks", up to two (2) prints will be returned to the CONTRACTOR with notations thereon of corrections required. The CONTRACTOR shall cause the necessary corrections to be made and shall

resubmit four (4) to seven (7) prints (four (4) prints for the ENGINEER and up to three (3) prints for the CONTRACTOR) with transmittal numbers and letters as defined above. If subsequent resubmittals are still not acceptable, resubmittals shall be made under the procedure outlined above until final acceptance is received.

- 5.4.3 The ENGINEER will review SHOP DRAWINGS with reasonable promptness, but its review shall be only for conformance with the design concept of the PROJECT and for compliance with the information given in the CONTRACT DOCUMENTS. The acceptance of the separate item as such will not indicate acceptance of the assembly in which the item functions. The CONTRACTOR shall make any corrections required by the ENGINEER and shall return the required number of corrected copies. The CONTRACTOR shall direct specific attention in writing or on resubmitted SHOP DRAWINGS to revisions other than the corrections called for by the ENGINEER on previous submissions.
- 5.4.4 The ENGINEER's review of SHOP DRAWINGS shall not relieve the CONTRACTOR from its responsibility for strict adherence to the CONTRACT DOCUMENTS and CONTRACTOR shall be solely responsible for any deviations from the requirements of the CONTRACT DOCUMENTS unless the CONTRACTOR has in writing called the ENGINEER's attention to such deviations at the time of submission and the ENGINEER has given written acceptance to the specific deviation, nor shall any acceptance by the ENGINEER relieve the CONTRACTOR from responsibility for errors or omissions in the SHOP DRAWINGS. The final acceptance of SHOP DRAWINGS by the ENGINEER shall not operate to relieve the CONTRACTOR in any way of its responsibility under this CONTRACT for the satisfactory COMPLETION of the WORK, or for the accuracy of the dimensions, details, and quantities or for its CONTRACT. No change shall be made in the accepted SHOP DRAWINGS without written consent of the ENGINEER. The CONTRACT PRICE shall include the cost of furnishing all SHOP DRAWINGS and the CONTRACTOR shall be allowed no extra compensation therefor.
- 5.5 The CONTRACTOR shall submit to the ENGINEER for review, with such promptness as to expedite and not cause any delay in the WORK, all samples required by the CONTRACT DOCUMENTS. All samples shall be checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent catalog numbers, the use for which intended, and the section number and paragraph of the SPECIFICATION wherein the material is specified. All samples shall be shipped post and/or freight paid.
- 5.5.1 At the time of each submission, the CONTRACTOR shall in writing, call the ENGINEER's attention to the deviations that the samples may have from the requirements of the CONTRACT DOCUMENTS.
- 5.5.2 The ENGINEER will review with reasonable promptness submitted samples, but its review shall be only for conformance with the information given in the CONTRACT DOCUMENTS. The acceptance of a separate item as such will not indicate acceptance of the assembly in which the item functions. In the event samples are not accepted, the CONTRACTOR shall resubmit new samples until acceptance is obtained.

5.5.3 No WORK requiring sample submission shall be commenced until the ENGINEER has accepted the submission.

5.5.4 The ENGINEER's acceptance of sample(s) shall not relieve the CONTRACTOR from its responsibility for any deviations from the requirements of the CONTRACT DOCUMENTS unless the CONTRACTOR has in writing called the ENGINEER's attention to such deviations at the time of submission and the ENGINEER has given written acceptance of the specific deviations.

ARTICLE 6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all labor, materials, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the CONTRACT TIME.

6.2 Materials and equipment shall be so stored as to insure the preservation of its quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

6.6 All materials are to be new, unused and the best and of finest quality of their several kinds. The CONTRACTOR shall provide facilities and handle all materials as required for the inspection by the ENGINEER. Materials which have not been accepted by the ENGINEER shall be removed from the site(s) of the WORK together with all surplus earth and materials which are unsuitable or not in conformity with the CONTRACT DOCUMENTS. Transportation and disposal of materials shall be without expense to the OWNER. The CONTRACTOR shall promptly replace any materials rejected or condemned, and shall not be allowed extra time for COMPLETION of the WORK by reason of such rejection.

ARTICLE 7. INSPECTION AND TESTING

7.1 All materials and equipment in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

- 7.3 The CONTRACTOR shall provide at its expense the testing and inspection services required by the CONTRACT DOCUMENTS and shall furnish results and findings to the ENGINEER.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from the obligation to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS. Should inspections or tests reveal defective WORK, the defective WORK shall be promptly remedied by CONTRACTOR at its expense and unsuitable materials shall be rejected/removed, notwithstanding that such WORK and materials have been previously overlooked, accepted or paid for. If the WORK or any part thereof shall be found defective at any time before the final acceptance of the whole WORK, the CONTRACTOR shall forthwith cure, remedy and make good such defect in a manner satisfactory to the ENGINEER, at CONTRACTOR's sole cost and expense. Nothing in this CONTRACT shall be construed as vesting in the CONTRACTOR any right or property in the materials used after they have been attached or affixed to the WORK or the soil but all such materials shall, upon being so attached or affixed, become the property of the OWNER.
- 7.6 All portions of the WORK determined by the ENGINEER as failing to conform to the CONTRACT DOCUMENTS shall be taken down and removed and the CONTRACTOR shall promptly replace and re-execute the same in accordance therewith and without expense to the OWNER, and bear the expense of making good all WORK or property of other Contractors or of the OWNER destroyed or damaged by such removal or replacement.
- 7.7 The ENGINEER and its representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating federal or STATE agency shall be permitted to inspect all WORK, materials, payroll, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7.8 If any WORK is covered contrary to the written instructions of the ENGINEER, it must, if requested by the ENGINEER, be uncovered for their observation and replaced at the CONTRACTOR's expense.
- 7.9 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER's request, will uncover, expose, or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such WORK is found not to be defective, the CONTRACTOR will be allowed an

increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributed to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

ARTICLE 8. SUBSTITUTIONS

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered.
- 8.2 The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitution will be made by the CONTRACTOR without a change in CONTRACT PRICE or CONTRACT TIME.

ARTICLE 9. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. The CONTRACTOR shall defend all suits or Claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design or the product of a particular manufacturer or manufacturers is specified and such specification causes such loss. However, if the CONTRACTOR has reason to believe that the design, process, or the product specified is an infringement of a patent, the CONTRACTOR shall be responsible for such loss unless they promptly give such information to the ENGINEER.

ARTICLE 10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The OWNER shall furnish all boundary survey information and establish all baseline information for locating the principal component parts of the WORK, together with a suitable number of benchmarks adjacent to the WORK, as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail field surveys needed for construction such as field establishment and verification of benchmarks, field establishment of baseline layout, slope stakes, batter boards, stakes for pile locations, and other working points, lines, elevations and cut sheets. The CONTRACTOR shall employ, at its expense, a competent surveyor, registered in the STATE wherein the WORK is to be done to perform such duties.

- 10.2 The CONTRACTOR shall carefully preserve benchmarks, reference points, and stakes and, in case of willful or careless destruction, shall be charged with the resulting expense, and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise specified. Easements for existing facilities shall be secured and paid for by the CONTRACTOR, unless otherwise specified. The CONTRACTOR shall be solely responsible for performing any necessary acts and providing any materials required in order to comply with any and all terms and conditions set forth in any permits and licenses. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, they shall promptly notify the ENGINEER in writing and any necessary changes shall be adjusted as provided in Article 13, CHANGES IN THE WORK.

ARTICLE 11. PROTECTION OF WORK, PROPERTY, AND PERSONS

- 11.1 The CONTRACTOR shall initiate, maintain and supervise all safety precautions and programs in connection with the WORK. The CONTRACTOR shall take all necessary precautions for the safety of, and will provide necessary protection to prevent damage, injury or loss to all employees on the WORK, and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site(s), and other property at the site(s) or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, structures and utilities not designated for removal, relocation or replacement during the course of construction. The CONTRACTOR shall be responsible for and pay for all loss or damage to materials and property, whether such are incorporated in, or to be incorporated in the WORK. The CONTRACTOR shall also replace or restore to original condition man-made or natural improvements, or other things injured or interfered with by the CONTRACTOR in carrying out the WORK. Adequate weather protection of all materials and structures of this PROJECT shall be the duty of the CONTRACTOR.
- 11.2 The CONTRACTOR shall comply with all applicable laws, ordinances, codes, rules, regulations and orders of any public body having jurisdiction. Contractor shall erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. Contractor shall notify Owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR shall remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS, or to acts or omissions of the OWNER or the ENGINEER, or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site(s) or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or

loss. The CONTRACTOR shall give the ENGINEER prompt written notice of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall be issued covering the changes and deviations involved.

11.4 Hazardous Material:

11.4.1. If at any time during construction, the presence of unanticipated hazardous materials at or proximate to a construction site(s) is detected, the CONTRACTOR shall stop WORK in the affected area and perform the following immediately:

- a. Notify the OWNER and the ENGINEER in writing.
- b. Take all action necessary and appropriate for the protection and safety of the public and persons at or about the site(s), including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent sites and utilities.
- c. Notify the respective STATE Department of Hazardous Waste (or other Department, Bureau or the like for such jurisdiction) and receive instructions as to the appropriate measures to be taken while working in that area.
- d. Immediately notify the designated representative of the respective STATE Department of Environmental Protection for this PROJECT, or other appropriate STATE program director/administrator in writing following discovery of the suspected hazardous materials.
- e. Notify the local hazardous waste coordinator.

11.4.2. Actions at the construction site(s) following completion of these steps shall be at the direction of the Division of Hazardous Waste (or other Department, Bureau or the like for such jurisdiction). Nothing in this Article shall be construed to require the ENGINEER and/or the CONTRACTOR to perform WORK for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the health and welfare of workers, residents and abutters are immediately adopted.

11.4.3. At construction site(s) where the presence of contaminated or hazardous materials are suspected to exist and provisions have been made in the CONTRACT DOCUMENTS for their management, the requirements of Paragraph 11.4.1 of this Article shall apply.

11.5 The CONTRACTOR shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work, materials and equipment shall, upon final COMPLETION of the WORK, be turned over to the OWNER in a complete and perfect condition. The CONTRACTOR shall be responsible for the proper care, maintenance and protection of all work, materials, and equipment, until the entire PROJECT is

completed and all work, materials, and equipment are found in good condition and accepted by the OWNER.

ARTICLE 12. SUPERVISION BY CONTRACTOR

- 12.1 The CONTRACTOR shall utilize its best skill and judgment in the performance of the Work and shall supervise and direct the WORK. The CONTRACTOR is solely responsible for the means, methods, techniques, coordination, sequences and procedures of construction. The CONTRACTOR shall employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR's representative at the site(s). The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site(s) at all times as required to perform adequate supervision and coordination of the WORK.
- 12.2 The CONTRACTOR shall employ only competent, qualified, adequately trained workers and, whenever the ENGINEER shall notify the CONTRACTOR, in writing, that any person on the WORK is, in its opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory or not employed in accordance with the provisions of this CONTRACT, such person shall be discharged from the WORK and shall not again be employed on it except with the consent of the ENGINEER. Contractor shall maintain good order and discipline among its personnel and the personnel of any subcontractor(s).

ARTICLE 13. CHANGES IN THE WORK

- 13.1 The OWNER may at any time order changes, in writing, to the scope of the WORK without invalidating the CONTRACT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, a CHANGE ORDER shall be issued to authorize an equitable adjustment. The OWNER must confirm in writing any explanation or interpretation of DRAWINGS or SPECIFICATIONS altering or varying the WORK, made by an employee of the OWNER, before being acted upon by the CONTRACTOR. The Contractor shall not be paid for or seek payment of charges for extra or change work unless Contractor has obtained a properly issued and executed Change Order prior to performing the work.
- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in the CONTRACT PRICE or time, or both, in which event the CONTRACTOR shall give the ENGINEER written notice thereof within seven (7) days after receipt of the ordered change. Thereafter, the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or time within thirty (30) days. The CONTRACTOR shall not execute such changes pending receipt of an executed CHANGE ORDER or further instruction from the OWNER.

ARTICLE 14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER executed by OWNER and CONTRACTOR. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one (1) or more of the following methods in order of precedence listed below:

- (a) Unit prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the WORK, computed as follows:
 - (1) The reasonable cost of labor employed directly on the WORK at prevailing rates of wages.
 - (2) The cost of Worker's Compensation Insurance, Federal Social Security and STATE Unemployment Compensation on Item (1) at established rates.
 - (3) The reasonable cost of materials incorporated in the WORK.
 - (4) The reasonable cost at fair market rental rates for equipment employed directly on the WORK.
 - (5) Fifteen (15%) percent of Items (1), (2), (3) and (4) for overhead, superintendence and profit. On subcontract WORK, this fifteen (15) percent will be allowed only to the SUBCONTRACTOR.
 - (6) An additional five (5%) percent of Items (1), (2), (3) and (4) on WORK performed by a SUBCONTRACTOR of the CONTRACTOR. This five (5) percent includes overhead, superintendence, profit and bonds.

14.2 The CONTRACTOR shall, at the request of the ENGINEER, furnish itemized statements and such other documentation requested by ENGINEER substantiating the cost of the Work ordered and give the ENGINEER access to accounts, records, bills, receipts, cancelled checks and vouchers relating thereto. If the CONTRACTOR claims compensation for extra WORK not ordered as aforesaid, or for any damage sustained, it shall, prior to beginning any such WORK or within one week of the commencement of sustaining any such damage, provide to ENGINEER a written statement of the nature of the WORK to be performed or the damage sustained, the nature and cause of such WORK or damage, the estimated costs associated with such WORK or damage and the basis for same, and shall, if such extra WORK is claimed by CONTRACTOR to have been authorized by ENGINEER or OWNER, on or before the 10th day following completion of any such extra WORK, file with the ENGINEER an itemized statement of the details and amount of such work or damage, including provision of all documents evidencing the performance of such WORK and the costs associated with same; and unless such statements shall be made and submitted as so required, CONTRACTOR's

claim for such compensation shall be deemed waived, forfeited and invalid, and it shall not be entitled to payment on account of any such WORK or damage.

ARTICLE 15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time for SUBSTANTIAL COMPLETION and COMPLETION of the WORK are OF THE ESSENCE TO the CONTRACT DOCUMENTS and the WORK shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR shall proceed with the WORK at such rate of progress as is necessary to ensure both SUBSTANTIAL COMPLETION and full COMPLETION within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the time allowed to achieve SUBSTANTIAL COMPLETION and the CONTRACT TIME for COMPLETION of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.
- 15.3 If the CONTRACTOR fails to achieve SUBSTANTIAL COMPLETION or COMPLETION within the specified time(s) or extension of time(s) expressly granted by the OWNER, then the CONTRACTOR shall pay to the OWNER the amount for liquidated damages as specified in the CONTRACT DOCUMENTS for each calendar day and/or working day that the CONTRACTOR shall be in material default after the time(s) stipulated. CONTRACTOR and OWNER expressly agree that the damage expected to be incurred by OWNER as a result of CONTRACTOR's failure to timely achieve SUBSTANTIAL COMPLETION or COMPLETION is uncertain in amount or difficult to prove; that both parties intend and desire to liquidate damages, in advance, to be assessed against CONTRACTOR in the event CONTRACTOR fails to timely achieve SUBSTANTIAL COMPLETION or COMPLETION; and the amount stipulated is reasonable in the sense that it is not greatly disproportionate to the amount of the damage which, as the parties look forward, seems to be the presumable loss which would be sustained by OWNER in the event of CONTRACTOR's failure to achieve timely SUBSTANTIAL COMPLETION or COMPLETION.
- 15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in COMPLETION of the WORK is due to the following, if the CONTRACTOR has promptly given written notice (within three (3) calendar days of when the Contractor discovered or reasonably should have discovered the commencement of the delay) of such delay to the OWNER or ENGINEER:
- 15.4.1 To any preference, priority or allocation order duly issued by the OWNER;
- 15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another Contractor not in privity with CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and
- 15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Paragraphs 15.4.1 and 15.4.2 of this Article.

ARTICLE 16. CORRECTION OF WORK

- 16.1 The CONTRACTOR shall promptly remedy or remove from the premises at Contractor's sole cost and expense all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS, without expense to the OWNER. The CONTRACTOR shall bear the expense of remedying and making good all WORK of other Contractors destroyed, disturbed or damaged by such removal or replacement.
- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR's expense. If the CONTRACTOR does not take action to remove and replace such rejected WORK within five (5) days after receipt of written notice, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR. Owner may, but is not required to, assess the costs of such Work against the balance of the Contract.

ARTICLE 17. SUBSURFACE CONDITIONS

- 17.1 The CONTRACTOR shall promptly (within two (2) business days of discovery), and before such conditions are disturbed or any costs are incurred by CONTRACTOR, except in the event of an emergency posing a risk to public health and safety, notify the OWNER and the ENGINEER by written notice of:
- 17.1.1 Subsurface or latent physical conditions at the site(s) differing materially from those indicated in the CONTRACT DOCUMENTS; or
- 17.1.2 Unknown physical conditions at the site(s), of an unusual nature, differing materially from those ordinarily encountered, and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER and the ENGINEER shall promptly investigate the conditions, and if they find that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Contractor acknowledges and agrees that any claim of the CONTRACTOR for compensation, damages or adjustment hereunder shall not be allowed and shall be deemed as expressly waived unless the CONTRACTOR has given the required written notice.

ARTICLE 18. SUSPENSION OF WORK, TERMINATION AND DELAY

- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as determined by the Owner, by written notice to the CONTRACTOR and the ENGINEER which notice shall fix the date on which the WORK shall be resumed. The CONTRACTOR shall resume the WORK on the date so fixed. The CONTRACTOR will be granted a proportionate extension of the CONTRACT TIME to complete the WORK. If the CONTRACTOR alleges that the

cost of the WORK increased during the period when the WORK was suspended, the CONTRACTOR shall provide the ENGINEER and OWNER with all documentation and information substantiating the alleged increase in the cost of the WORK within forty eight (48) hours of receiving direction to resume the WORK. If the OWNER is satisfied that the cost of the WORK increased during or as a result of the suspension, the CONTRACTOR shall be entitled to an adjustment to its CONTRACT PRICE in such amount as the OWNER determines is equitable. If the Owner determines that no increase to the cost of the Work has been established or that the increase is less than the Contractor has presented, the Owner shall have the option of terminating the Contract for the Owner's convenience or requesting mediation.

- 18.2 If the CONTRACTOR is adjudged bankrupt or insolvent, or if the CONTRACTOR makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of the CONTRACTOR's property, or if the CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment following notice from the Owner, or if the CONTRACTOR fails to make prompt payments to SUBCONTRACTORS, or for labor, materials, or equipment, or if the CONTRACTOR disregards laws, ordinances, rules, codes, regulations or orders of any public body having jurisdiction of the WORK, or if the CONTRACTOR disregards the authority of the ENGINEER, or if the CONTRACTOR otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its Surety ten (10) days written notice, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, tools, equipment, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method it may deem expedient and in the best interest of the City. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR or its surety will pay the difference to the OWNER within ten (10) days of the City's demand for payment. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER. Contractor's failure to execute such Change Order shall not serve as a bar to Owner's right to assess and charge all completion costs to the Contractor.
- 18.3 Where the CONTRACTOR's services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR or its surety then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR or its surety from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a written notice to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any direct cost or expense incurred in the performance of the Work plus reasonable profit for work completed up to the time of such termination, but in no event shall OWNER be liable for any other costs, expenses or damages. CONTRACTOR shall not be entitled to

compensation for any overhead or profit on WORK not performed and waives any claim for consequential or incidental damages, including idle equipment, delay damages, lost revenues, lost income, lost profits, unabsorbed overhead and the like.

- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER, or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a written notice to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all direct costs incurred in the performance of the Work. Contractor shall not be entitled to recover any consequential, incidental or delay damages. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until the CONTRACTOR has been paid all amounts then due, in which event and upon resumption of WORK, CHANGE ORDERS shall be issued extending the CONTRACT TIME proportionate to the period during which the stoppage of the WORK occurred.
- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or the ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an extension of the CONTRACT TIME shall be made by a CHANGE ORDER for the period of time during which the suspension, delay or interruption occurred. An extension of time shall be Contractor's sole remedy.
- 18.7 Notwithstanding anything to the contrary in the CONTRACT DOCUMENTS, an extension in the CONTRACT TIME, to the extent permitted hereunder, shall be the sole remedy of the CONTRACTOR in the event of extended performance or delays, except in the event of a delay caused by: 1) concealed or unforeseen conditions (subject to compliance with Article 17) or 2) any act or omission by the OWNER or its employees, agents, agents or any other person for whom it is responsible (excluding CONTRACTOR) or 3) CHANGES IN THE WORK. Otherwise, in no event shall OWNER be liable to CONTRACTOR for any costs or damages incurred by CONTRACTOR due to delays, accelerations, impact, non-performance, interference with performance, suspension or changes in performance or the sequence of performance. In the event that CONTRACTOR'S performance is extended as a result of the act or omission of the OWNER or its agents, CONTRACTOR's compensation for its extended performance shall be limited to its field and office personnel expenses, if any, that are directly allocable to the WORK during and resulting directly from any such delay, CONTRACTOR waives all home office overhead damages for delays and allocated portions of indirect or general overhead expenses incurred by it or anyone claiming through it. No recovery or award of claimed extended overhead (e.g., Eichleay) or other consequential damages shall be allowed. CONTRACTOR agrees that it accepted the risk of delays when it bid this PROJECT and executed this CONTRACT and priced such risk into its bid.

ARTICLE 19. PAYMENTS TO CONTRACTOR

- 19.1 At least ten (10) days before each progress payment is due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate completed and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site(s), the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER's title to the material and equipment and protect its interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing its approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing its reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make necessary corrections and resubmit the partial payment estimate. The OWNER will, as soon as practicable following an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of an approved partial payment estimate. The OWNER shall retain five (5) percent of the amount of each payment until final COMPLETION and acceptance of all WORK covered by the CONTRACT DOCUMENTS. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure COMPLETION, in OWNER's sole discretion. On COMPLETION and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions, upon CONTRACTOR's satisfaction of all contractual conditions precedent to final payment.
- 19.2 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.3 The OWNER shall have the right to enter the premises for the purpose of doing WORK not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER. The Owner shall also have the right but not the obligation to supplement Contractor's forces if the Owner reasonably deems the substantial completion date in jeopardy and after seven (7) days advance written notice to the Contractor. The cost of such supplemental manpower shall be assessed against the Contract.
- 19.4 The CONTRACTOR shall indemnify, defend and save the OWNER and the OWNER's agents harmless from all claims arising out of or relating to the actions, omissions, claims or demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of WORK. The CONTRACTOR, and any other parties in privity with CONTRACTOR, shall, at the OWNER's request, furnish satisfactory evidence that all payment obligations of the

respective parties have been paid, discharged, or waived. If the CONTRACTOR fails to do so, the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR's CONTRACT BALANCE a sum of money deemed by OWNER reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall OWNER be deemed to be obligated to either the CONTRACTOR, its surety, or any third party to exercise its rights hereunder or to otherwise be financially responsible to any third parties. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR or any third party for any such payments made in good faith.

19.5 Upon COMPLETION and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by it under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of COMPLETION and acceptance of the WORK.

ARTICLE 20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER and a knowing waiver of all claims by and all liability to the CONTRACTOR other than claims in specifically stated amounts as may be specifically accepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for claims specifically identified as reserved in writing by CONTRACTOR. Final payment shall not waive or release any claims or rights of OWNER. Any payment, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bond.

ARTICLE 21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain all Insurances as set forth in Appendix O, Required Insurance. Such Insurance shall protect, indemnify, defend and hold harmless the City of Milford and/or OWNER from any and all claims which may arise out of or result from the CONTRACTOR's execution of the WORK, whether such execution be by CONTRACTOR or by any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.2 Certificates of Insurance naming the City of Milford and/or OWNER as an Additional Insured and acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK, and shall be further evidenced by an actual endorsement furnished to the City of Milford and/or OWNER from the insurer prior to the signing of the CONTRACT between the CONTRACTOR and the OWNER. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or a restrictive amendment added, unless at least thirty (30) days prior written notice has been given to the OWNER. The certificates shall name the types of

policy provided, specifically state the title of this CONTRACT and state that the Insurance coverage is as required by the General Conditions and Supplemental Conditions and that the same are "primary" and "non-contributory".

- 21.3 In addition to the Insurances set forth in Appendix O, Require Insurance, the CONTRACTOR shall secure and maintain Owner's Protective Liability Insurance coverage naming the OWNER as insured with the same limits and coverages as the CONTRACTOR's General Public Liability, Property Damage Insurance. This Insurance shall be in addition to the other required coverages, but shall not duplicate such coverage therein provided.
- 21.4 The CONTRACTOR shall secure and maintain Property Coverage for materials and supplies being transported by the CONTRACTOR, as the OWNER's Property Contract provides coverage for personal property within 1,000 feet of the premises.
- 21.6 Insurance referred to shall be written for not less than any limits of liability required by Law, or those set forth in Appendix O, Required Insurance, and above whichever is greater.
- 21.7 The OWNER reserves the right to require additional Insurance coverages or higher limits, or both provided the OWNER will pay the additional premium therefore.
- 21.8 The CONTRACTOR shall insure that SUBCONTRACTORS follow these same guidelines with equal or greater limits. Any deviations must be approved by the City Attorney.
- 21.9 The insurance requirements of the City of Milford and its hold harmless agreements(s) shall supersede any and all requirements and recommendations of any documents incorporated into the Contract.

ARTICLE 22. CONTRACT SECURITY

The CONTRACTOR shall within ten (10) days after receipt of the NOTICE OF AWARD, furnish the OWNER with a Performance Bond and Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such bonds shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the STATE in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds", as published in the Treasury Department Circular Number 570. The expense of these bonds shall be borne by the CONTRACTOR. In the event any agency or department of the State of Connecticut, including but not limited to the State Department of Transportation, or of the Federal Government, shall require a bond for any part of the work, the CONTRACTOR shall be responsible of the expense of said bonds. If at any time a surety on any such bonds is declared bankrupt or loses its right to do business in the STATE in which the WORK is to be performed or is removed from the list of Surety Companies Acceptable on Federal Bonds, the CONTRACTOR shall, within ten (10) days after notice from the OWNER to do so, substitute an acceptable bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER.

The premiums on such bond(s) shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond(s) to the OWNER. The payment bond shall comply with Connecticut General Statutes §49-41 *et seq.* and the performance bond shall be in a form acceptable to the OWNER. The performance bond surety shall be required to act upon a claim or demand by the Owner promptly and without delay.

ARTICLE 23. ASSIGNMENTS

Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the CONTRACT or any portion thereof, or of its right, title or interest therein, or its obligations thereunder, without written consent of the other party.

ARTICLE 24. INDEMNIFICATION

24.1 The CONTRACTOR shall indemnify, defend and hold harmless the OWNER and the ENGINEER and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the WORK.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of its agents or employees by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the Indemnification obligation arising hereunder in this Article 24 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under Workmen's Compensation Acts, Disability Benefit Acts, or other employee benefit acts or insurance policies.

24.3 The CONTRACTOR shall not be obligated under this Article to indemnify, defend or hold the OWNER or ENGINEER harmless from or against claims, losses, damages or actions arising solely out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS by the ENGINEER or its agents or employees.

24.4 The CONTRACTOR shall indemnify, defend and save the OWNER or the OWNER's agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The real property that is the subject of this project is exempt from and not subject to mechanic's liens or attachments pursuant to Connecticut law.

ARTICLE 25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall promptly connect and coordinate WORK with theirs. If the proper execution or results of any part of the CONTRACTOR's WORK depends upon the WORK of any other Contractor, the CONTRACTOR shall inspect and promptly report to the

ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or let other contracts containing provisions similar to these. The CONTRACTOR will afford the other Contractors who are parties to such contracts (or the OWNER, if performing the additional WORK themselves) reasonable opportunity for the introduction and storage of materials and equipment, and the execution of WORK, and shall properly connect and coordinate WORK with theirs.

25.3 If the performance of additional WORK by other Contractors or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves the CONTRACTOR in additional expense or entitles the CONTRACTOR to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim therefor as provided in Articles 14 and 15.

25.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

ARTICLE 26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK, which, under normal contracting practices, are performed, by specialty SUBCONTRACTORS. Such subcontracting shall not relieve the CONTRACTOR of responsibility for completing such work.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s) in excess of fifty (50) percent of the CONTRACT PRICE without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of its SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as they are for the acts and omissions of persons directly employed by them.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all Subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any Subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER or cause any SUBCONTRACTOR to be a third party beneficiary of this CONTRACT.

ARTICLE 27. ENGINEER'S AUTHORITY

- 27.1 The ENGINEER shall act as the OWNER's representative during the construction period. The ENGINEER shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. The ENGINEER shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make periodic visits to the site(s) and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply. The ENGINEER shall determine the intent of the Contract Documents.
- 27.3 The ENGINEER shall not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety, all of which are the CONTRACTOR's sole responsibility.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

ARTICLE 28. LAND AND RIGHTS-OF-WAY

- 28.1 Prior to issuance of the NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the COMPLETION of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2 The OWNER shall provide to the CONTRACTOR information, which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at the CONTRACTOR's expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities or for storage of materials. If Contractor desires such land for staging or temporary facilities, Contractor shall notify Owner in writing of its request within fourteen (14) days of the execution of this Contract. Contractor shall not use any such land provided by the City until Contractor has paid the cost of same as submitted to it by Owner in writing.

ARTICLE 29. GUARANTY

- 29.1 The CONTRACTOR shall guarantee all materials, labor and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections at its own expense as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made

necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period and CONTRACTOR's surety expressly agrees to this provision by issuing the Performance Bond. The guaranty/warranty set forth herein shall not be construed as and shall not constitute an exclusive or limited warranty. Contractor shall have the obligations and responsibilities to Owner as set forth in the Contract Documents and pursuant to applicable laws.

29.2 The CONTRACTOR shall reimburse the OWNER for expenses due to additional work performed by the ENGINEER and its consultants for construction representation and administration related to the correction of defects or damage performed under guarantee.

ARTICLE 30. CLAIMS AND DISPUTES

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims that have been waived by the making and acceptance of final payment as provided by Article 20, shall be settled first by non-binding mediation through a mediator mutually agreed to by the parties and if no mediator is agreed to, through the American Arbitration Association or ADR Center, Inc. If either party wishes to mediate a dispute, that party shall mail a demand for mediation to the other party and if the parties are unable to agree upon a mediator within ten (10) days of the demand for mediation, either party may file a demand for mediation with the AAA or ADR Center. Any dispute not resolved by mediation shall be subject to either litigation in Connecticut Superior Court or arbitration in the City of New Haven, pursuant to the Construction Industry Rules of the American Arbitration Association. OWNER, in its sole discretion, may opt to arbitrate any dispute not settled at mediation.

30.2 The CONTRACTOR shall continue to prosecute the WORK without delay or interruption and shall maintain the progress schedule during any disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, unless otherwise mutually agreed in writing.

30.3 The CONTRACTOR and OWNER waive CLAIMS against each other for consequential damages arising out of or relating to this CONTRACT. This mutual waiver includes

30.3.1 damages incurred by the OWNER for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

30.3.2 damages incurred by the CONTRACTOR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of revenue, income and profit, for damages arising from delays, acceleration, interruption, lost productivity, idle equipment, interest/finance charges, storage and time impact claims.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 18. Nothing contained in this Section

30.3 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the CONTRACT DOCUMENTS.

ARTICLE 31. TAXES

The CONTRACTOR shall pay all sales, consumer, personal property, use and other similar taxes required by the law of the place where the WORK is performed.

ARTICLE 32. INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

The SPECIFICATIONS and the DRAWINGS are intended to describe and provide for a completed PROJECT. They are intended to be complementary, and what is called for by either shall be complete in every detail, notwithstanding that every item necessarily involved is not particularly mentioned, and the CONTRACTOR shall provide all labor and materials necessary for the entire COMPLETION of the WORK intended to be described.

ARTICLE 33. SITE REGULATIONS

33.1 On or before the COMPLETION of the WORK, the CONTRACTOR shall without charge therefor tear down and remove all buildings and other temporary structures built by the CONTRACTOR, and shall remove and legally dispose of surplus material and rubbish of all kinds from any ground which it has occupied and shall leave the WORK, grounds and surroundings in a clean and neat condition.

33.2 Tobacco, Drugs and Liquor Prohibited. The CONTRACTOR shall neither permit nor suffer smoking where it creates a hazard nor the introduction or use of drugs, spirituous or intoxicating liquors upon or about the WORK embraced in this CONTRACT or upon any of the ground occupied by the CONTRACTOR.

33.3 Posters. The CONTRACTOR shall not permit or suffer any placards, posters or advertisements to be displayed on or about the premises unless approved by the OWNER.

ARTICLE 34. LIMITATIONS OF DATA PRESENTED

34.1 DRAWINGS, surveys, measurements, dimensions, calculations, estimates, borings and statements as to the condition under which the WORK is to be performed are believed to be correct.

34.2 The BIDDER shall carefully examine the CONTRACT DOCUMENTS, including all DRAWINGS, SPECIFICATIONS and ADDENDA, shall visit the site(s), and shall satisfy themselves as to the type and quantity of the WORK to be done. For the purposes of comparing several proposals, the BID shall be based on the data presented and the BIDDER's examination of the site(s).

34.3 The locations of all utilities are obtained from the best available sources, and are to be considered as approximate insofar as size, location and elevation are concerned. Furthermore, it is expressly understood that there may be utilities in existence other than those shown on the DRAWINGS.

ARTICLE 35. HEALTH AND SAFETY EQUIPMENT

- 35.1 As provided for in Article 11, the CONTRACTOR is responsible for establishing and maintaining a Health and Safety program throughout the course of the PROJECT so as to meet all local, STATE, Federal and OSHA requirements.
- 35.2 In order for the OWNER and/or ENGINEER to observe the WORK, the CONTRACTOR shall provide health and safety equipment for such purposes. Such equipment shall, specifically include but not necessarily be limited thereto the following:
- 35.2.1 Ear plugs in sufficient quantities
 - 35.2.2 Headset protective hearing devices
 - 35.2.3 Safety glasses/goggles
 - 35.2.4 3-way gas detector meter with lights and alarm (hydrogen sulfide, combustible gases and oxygen deficiency)
 - 35.2.5 Tripod (mechanical crank type especially designed and equipped for lifting personnel in and out of confined spaces)
 - 35.2.6 Ropes and harnesses
 - 35.2.7 Disposable coveralls/protective clothing/gloves in sufficient quantity and sizes
 - 35.2.8 Ventilating equipment for confined spaces
 - 35.2.9 Self-contained breathing apparatus (SCBA)
- 35.3 All of the above equipment shall be continuously provided at the worksite(s) and maintained in good working order (including manufacture's recommended maintenance and calibration of the 3-way gas detector and SCBA equipment). It is understood that such equipment shall remain the property of the CONTRACTOR and is in addition to any and all health and safety equipment that the CONTRACTOR is required to have for the CONTRACTOR's health and safety program on-site.
- 35.4 The CONTRACTOR is advised that the OWNER has clearly established on-going Confined Space and Lock-out/Tag-out programs. Where the CONTRACTOR's WORK requires confined space entry into existing facilities and/or lock-out/tag-out of existing equipment and electrical controls, the CONTRACTOR shall strictly abide by the OWNER's programs if they are more stringent than the CONTRACTOR's own procedures.

End Appendix A – General Conditions

APPENDIX B
SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 EXAMINATION OF CONTRACT DOCUMENTS AND SITE(S)

A. Contractor is responsible for inspecting the site(s) and for reading and being thoroughly familiar with the Contract Documents. The failure or omission of the Contractor to do any of the foregoing shall in no way relieve the Contractor from any obligation in respect to its Bid.

B. Contractor must satisfy itself of the accuracy of the estimated quantities in the Bid schedule by examination of the site(s) and a review of the Contract Documents. The Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

C. The Contract Documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve it from fulfilling any of the conditions of the Contract.

D. The City shall provide to Contractor all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

E. The Contractor shall not protest the validity or appropriateness of the specifications. The bid proposal rendered by the Contractor shall be considered as meeting the bid specifications unless exceptions are noted.

ARTICLE 2 ADDENDA AND INTERPRETATIONS

Any request from the Contractor for the interpretation of the meaning of the Drawings, Specifications or other Contract Documents shall be made in writing to _____, or his designee, for the City of Milford. Interpretations will be made by the _____, or his designee, as requested, and all interpretations will be made in the form of written Addenda to the Contract Documents, which Addenda shall become a part of the Contract.

ARTICLE 3 BONDS AND AWARD OF CONTRACT

A. A performance bond and a payment bond, each in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety qualified to do business under the laws of the State of Connecticut and satisfactory to the City, will be required of the Contractor for the faithful performance of the Contract, and may be required by the Contractor or Subcontractors. If bonds are required of Subcontractors, the Contractor will pay the premiums therefore. At the City's discretion, the bond shall be modified if the scope of Work materially increases.

B. Attorneys-in-fact who sign payment bonds and performance bonds must file with each bond a notarized and effective dated copy of their power of attorney.

ARTICLE 4 EXECUTION OF THE AGREEMENT

A. The Contractor will be required to execute the Agreement and obtain the performance bond, payment bond and certificates of insurance within ten (10) calendar days from the date when notice of award is delivered to the Contractor. The notice of award shall be accompanied by the necessary agreement and bond forms. If the Contractor fails to execute the Agreement and furnish a performance bond and a labor and materials or payment bond as stated in his Bid, his bid deposit shall become the property of the City as liquidated damages, provided that in case of death, disability or other unforeseen circumstances affecting the Bidder, his bid deposit may be returned to him.

B. The City within ten (10) calendar days of receipt of acceptable performance bond, payment bond, certificates of insurance and Agreement signed by the party to whom the Contract was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the City not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.

C. No contract may be assigned or transferred without the consent of the City.

ARTICLE 5 NOTICE TO PROCEED

The Notice to Proceed shall be issued within ten (10) calendar days of the execution of the Agreement by the City. If there are reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the City and the Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

ARTICLE 6 WAGE RATES

A. The wages paid to mechanics, teamsters and laborers shall not be less than the customary and prevailing rate of wages for a day's work in the same trade or occupation in the locality where the work is to be done, as prescribed by the Commissioner of Labor and set forth in the Articles, and in accordance with the provisions of Section 31-53 of the Connecticut General Statutes, as amended. State of Connecticut Prevailing Wage Rates will apply to the work of this Contract. All construction shall be covered by heavy construction rates. Note that these wage rates are subject to annual adjustment as required by the Connecticut General Statutes. No increase in the lump sum bid for this project cost will be permitted due to these adjustments in wage rates.

B. It is the responsibility of the Contractor before bid opening to request, if necessary, any additional information on State Wage Rates for those trades people who are not covered by the applicable State Wage Determination but who may be employed for the proposed Work under this Contract.

ARTICLE 7 LAWS AND REGULATIONS

A. The Contractor shall keep itself informed fully of, and comply with, all laws, ordinances, codes and regulations of the federal, state and municipal governments which may be in force during the term of this Contract, in any manner affecting Contractor's employees, Subcontractors, or the conduct of the Work or the materials used or employed in the Work.

B. This project is subject to all of the OSHA Safety and Health Regulations (see 29 CFR Part 1926/1910 and all subsequent amendments) as promulgated by the United States Department of Labor on June 24, 1974.

ARTICLE 8 INSPECTION OF THE WORK

The Contractor shall provide at all times proper facilities for access and inspection by Representatives of the City, Federal, State or other agency having jurisdiction over the Work of this project.

ARTICLE 9 GUARANTEES

A. In addition to other guarantees due the City, the Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one (1) year from and after the date of completion and acceptance of the Work unless otherwise specified herein. The Performance Bond shall remain in full force and effect through the Guarantee Period.

B. If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the City may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the City within five (5) calendar days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the City may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor, and/or deducted from any payments to be made by City to Contractor.

ARTICLE 10 EEO/AA REQUIREMENTS

A. Contracts for Work under this proposal will obligate the Contractor and Subcontractors not to discriminate in employment practices.

B. Contractor must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

C. Non-Discrimination and Affirmative Action Provisions

The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

Any Contractor who is a party to a municipal public works contract or quasi-public agency project, where any such contract is valued at less than \$50,000 for each year of the contract, shall provide the Commission on Human Rights and Opportunities with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subsection (A)(1) above, provided if there is any change in such representation, the Contractor shall provide the updated representation to the Commission

not later than 30 days after such change. Any Contractor who is a party to a municipal public works contract or a quasi-public agency project, where any such contract is valued at \$50,000 or more for any year of the contract, shall provide the Commission with any one of the following: (1) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholder, managers, members or other governing body of such Contractor that complies with the nondiscrimination agreement and warranty under subsection (A)(1) of this section; (2) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (a) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and the executive director of the Commission on Human Rights and Opportunities or designee certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section; or (3) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (A)(1) of this section and is in effect on the date the affidavit is signed..

If the Contract is a municipal public works contract or a quasi-public agency project, the Contractor agrees and warrants that s/he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. The Contractor shall include the provisions of subdivision (A)(1) of this section in every subcontract or purchase order entered into to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

"Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements. Determination of the

Contractor's good faith efforts shall include, but shall not be eliminated to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in municipal public works contracts or quasi-public agency projects. "Municipal public works project" means that portion of an agreement entered into on or after October 1, 2015, between any individual, firm or corporation and a municipality for the construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees but excluding any project of an alliance district, as defined in section 10-262u, finance by the state funding in an amount equal to fifty thousand dollars or less. "Quasi-public agency project" means the construction, rehabilitation, conversion, extension, demolition or repair of a building or other changes or improvements in real property pursuant to a contract entered into on or after October 1, 2015, which is financed in whole or in part by a quasi-public agency using state funds, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

ARTICLE 11 LIQUIDATED DAMAGES

In consideration of anticipated damages from the failure to achieve the substantial completion date within the required period and in recognition that such damages are difficult to quantify, the parties have agreed to estimate the Owner's damages in the event of delay. The amount specified in the Agreement Form is agreed upon as liquidated damages, and shall be paid by the Contractor to the City for each and every calendar day in which any Work of this Contract is uncompleted after the time stipulated for such completion, and the prices bid shall be fixed with regard to this provision.

ARTICLE 12 PERMITS AND EASEMENTS

The Contractor shall be responsible for securing all necessary permits, state and local, as required by the City of Milford.

ARTICLE 13 DRUG AND ALCOHOL TESTING

Prior to award of the Contract, the successful Contractor must establish compliance with the drug and alcohol testing mandated under state and federal law by providing a certificate which verifies that each of the Contractor's, or its Subcontractor's, licensed CDL drivers or operators was tested and found to be alcohol and drug free at the time the license was issued or renewed.

ARTICLE 14 CONFLICT OF INTEREST

No officer or employee or member of any elective or appointive board, commission or committee of the City, whether temporary or permanent, shall have or acquire any financial interest gained from a successful Bid, direct or indirect, in any project, matter, contract or business within his jurisdiction or the jurisdiction of the board, commission or committee of which he is a member; nor shall the officer/employee/member have any financial interest, direct or indirect, in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his jurisdiction or the jurisdiction of the board, commission or committee of which he is a member.

ARTICLE 15 DRAWINGS AND SPECIFICATIONS

Notwithstanding any other provisions hereunder, all drawings, plans, etc. provided by the City are for convenience only. The City does not warrant that they are correct. The Contractor must investigate field conditions and may not solely rely on any drawings, plans, documents, or other materials provided by City.

ARTICLE 16 ADDITIONAL WORK PERFORMED BY CONSULTANTS

The Contractor shall reimburse the City for expenses due to additional Work performed by its consultants, while reviewing and evaluating Contractor's proposed substitutions (whether or not the substitutions are accepted). Additional Work shall be as determined by the City and shall be understood as Work in excess of usual engineering review of shop drawings and samples of products and systems specified in the Contract Documents. This additional Work shall include, but shall not be limited to, change in product or system specified; evaluation that requires cost estimates and/or consultants; engineering, redesign, travel; and review of more than one product or system for the same work. The Contractor shall reimburse the City for expenses due to additional Work performed by its consultants at the consultant's usual day rate, while reviewing and evaluating Contractor's proposed substitutions.

ARTICLE 17 SUSPENSION OF WORK, TERMINATION AND DELAYS

Notwithstanding any other provisions hereunder, the City may cancel the Agreement, suspend Work and terminate the Contract for the convenience of the City in the event that the Contract price increases by fifteen percent (15%) or more. In the event that the City wishes to suspend the Work, it shall issue written notice of suspension to the Contractor. There shall be no "constructive suspension;" only written notice from the Owner to the Contractor shall act to suspend the Work. In the event of suspension by the Owner, Contractor shall be paid its reasonable, direct costs for demobilization and remobilization. If the cost of the work increases during the suspension period due to increases in labor rates, materials or equipment costs, Contractor shall submit all required documentation to the Owner to substantiate such increased costs for the Owner's consideration of a Change Order. In no event shall Contractor be entitled to or claim any sums for unabsorbed home or field office overhead, lost profits or other consequential or incidental damages. Any termination under this section shall be treated

as a termination for convenience under the Contract and subject to the terms and conditions of the Termination for Convenience provision in the Contract.

ARTICLE 18 PAYMENTS TO CONTRACTOR

The Work of this Contract is part of a Municipal System. The City may enter upon and use the whole or any portion of the Work, which may be in condition to use at any time prior to its final acceptance by the City. Such use shall not constitute or be evidence of acceptance by the City of the whole or any part of the material or equipment furnished or Work performed under this Contract.

A “Certificate of Completion” and an “Release of Surety Form” shall accompany the final payment requisition.

ARTICLE 19 CONTRACT SECURITY

The City shall have the authority to request that the bond amounts be adjusted to reflect the additional costs of the project due to any increase in value of the Contract.

ARTICLE 20 ASSIGNMENTS

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City.

ARTICLE 21 SUBCONTRACTING

Contracts written between the Contractor and its Subcontractors shall include language specifically disclaiming that there are any intended third party beneficiaries.

The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any Work included in this Contract until it has submitted a non-collusive affidavit and a certification by a proposed Subcontractor regarding equal employment opportunity from the Subcontractor and has received written approval of such Subcontractor from the City. No proposed Subcontractor shall be disapproved by the City except for cause, which may include but not be limited to on-going contract disputes and/or litigation between the City of Milford and the proposed Subcontractor.

ARTICLE 22 TAXES

The City is a tax exempt organization and as such is exempt from sales tax to the extent defined by law. The Contractor shall obtain from the City an exemption certificate number to be used in lieu of paying the tax on exempted items. In the event any taxes may become payable with

respect to the project, Contractor shall be responsible for same as part of the Price for the Work.

ARTICLE 23 SITE REGULATIONS (Removal of Rubbish and Temporary Facilities)

The Contractor shall, within forty-eight (48) hours or as otherwise directed in writing by Owner during the progress of the Work, remove and legally dispose of all surplus material and debris, and keep the job site, the project area and the public rights-of-way clear. Upon completion of the Work, the Contractor shall remove all temporary construction facilities, debris, and unused materials provided for the Work, and put the whole site of the Work and public rights-of-way in a neat and clean condition. Trash may not be burned on the site or within the City limits.

ARTICLE 24 LIMITATIONS OF DATA PRESENTED

Drawings, surveys, measurements, dimensions, calculations, estimates, borings, locations of utilities obtained from third party sources, and statements as to the conditions under which the Work is to be performed are believed to be correct.

ARTICLE 25 ARCHAEOLOGICAL FINDS

During the life of this Contract the Contractor is herewith required to immediately notify the following organizations in the event that any articles such as "charcoal," "bone," "shell," "cultural objects - fire cracked stones or stone flaking material" or any other such related items of historical significance are discovered:

- a) City by Title (Mayor, Director of Public Utilities, etc.);
- b) Local Historical Society by Official name; and
- c) State Historic Preservation Office
Catherine Labadia, Staff Archaeologist
One Constitution Plaza, 2nd Floor
Hartford, Connecticut 06103
860-256-2764

ARTICLE 26 REVIEW OF WORK

The City, its authorized representatives and agents, shall at all times have access to and be permitted to observe, inspect, and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the Work will be given to the Contractor only by the City through its authorized representatives or agents.

ARTICLE 27 FINAL INSPECTION

When the Work covered by this Contract is substantially completed, the Contractor shall notify the City in writing that the Work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least three (3) days prior to the date stated for final inspection and bear the signed concurrence of the representative of the City having charge of inspection. If the City determines that the status of the work is as represented and ready for final inspection, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as practicable.

End Appendix B – Supplemental General Conditions

APPENDIX C
SPECIAL REQUIREMENTS

ARTICLE 1 APPLICATION

The "Special Requirements" under these specifications are applicable to all work contemplated under the Contract. All work shall conform to these specifications and the accompanying Contract drawings entitled:

(Insert title of Contract Drawings)

ARTICLE 2 PROGRESS OF WORK

The Contractor shall promptly start and continue actual work under this Contract with the necessary equipment to properly execute and complete this Contract in the specified time. No cessation of Contractor's operations will be allowed without the approval of the City. The rate of progress shall be satisfactory to the City.

The Contractor shall furnish a progress schedule to the City prior to the start of construction, and shall provide updates or revisions when necessary or directed by the City.

ARTICLE 3 TRAFFIC CONTROL

A. The Contractor shall contact the responsible heads of the Fire, Police, and other appropriate governing bodies of the municipality in order to obtain necessary permits and determine the requirements of said departments with respect to traffic control, alternate vehicular access routes, and the like.

B. Contractor shall provide traffic control pursuant to Milford Code of Ordinances §20-61(11) at the expense of the Contractor.

C. When directed by the City, uniformed officers will be required to act as traffic control personnel in construction areas. The Contractor will pay police officers in accordance with the rates set forth in the collective bargaining agreement for special duty services on a weekly basis and will ensure at all times that the City of Milford is and remains in compliance with the Wage and Hour provisions of the State of Connecticut.

D. The employment or presence of traffic flag persons, special officers or police shall in no way relieve the Contractor of any responsibility or liability that is otherwise the Contractor's under the terms of the Contract.

ARTICLE 4 SEQUENCE OF CONSTRUCTION

A. For the protection of life and property, all backfill operations shall follow closely behind excavations when possible. The Contractor shall insure that no excavation be left open, unguarded, or water filled during any period of time when work is not actually in progress. It is the purpose and intent that all excavations and backfill, including consolidation operations, the installation of service connections and temporary surfacing within an area be accomplished expeditiously before proceeding to other work areas.

B. The City reserves the right to schedule the Contractor to work at any locations within the project site. The City may also schedule the suspension of construction at any location.

ARTICLE 5 VISIT TO THE SITE

A. The City shall be permitted to visit all areas in which work under this bid is to be performed and inspect the existing conditions, study the drawings and compare with the information gathered during examination of the site, and report any conditions that might adversely affect the Work to the City in writing.

A. The submission of the bid proposal shall be considered evidence that the areas have been visited and all conditions under which the Work will be performed have been noted. The Contractor shall take full responsibility for complete knowledge of all factors governing its Work. No extra compensation will be authorized for extra work caused by unfamiliarity with the site and/or drawings.

ARTICLE 6 DISPOSAL OF EXCESS AND UNSUITABLE SOIL MATERIAL

All surplus and unsuitable soil materials removed from the excavations shall become the property of the Contractor, unless called for otherwise in the plans and specifications, and shall be removed from the site and disposed of offsite by the Contractor, at its expense, in accordance with all applicable laws and regulations and at Contractor's cost and expense.

ARTICLE 7 DISPOSAL OF DEBRIS AND DUST CONTROL

A. During the performance of the Work, the Contractor shall maintain the work site and adjoining areas in a neat and orderly manner, including the sweeping and sprinkling of streets with water for dust control as called for or when directed by the City, and shall not allow the accumulation of construction debris.

B. Should the Contractor neglect or refuse to maintain the site free of accumulated debris or prevent excessive dust generated from its construction operations, the City reserves the right to have the service performed by others and cost thereof deducted from monthly progress payment requests.

ARTICLE 8 TECHNICAL SPECIFICATIONS

Technical specifications called for in the Project shall be in accordance with AWWA, ASTM, AASHTO, as may be amended from time to time.

ARTICLE 9 UTILITY NOTIFICATION, RELOCATION AND PROTECTION

The Contractor shall give written notice to all utilities at least seventy-two (72) hours, exclusive of Saturdays, Sundays and legal holidays, before excavation and/or blasting operations. In addition to protecting pipes, mains, and conduits in use, excavations and all other work shall be performed in such a manner as to avoid damage to poles and other utility structures and appurtenances. Reasonable precautions, to include temporary support of the affected utility, shall be taken as necessary to avoid damage. Immediate notifications shall be given to the utility when damage occurs. Contractor shall be liable for all damage caused by its activities hereunder, including but not limited to excavating and/or blasting activities.

ARTICLE 10 CLEANUP

A. During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. The Contractor shall dispose of all residue resulting from the Work and, at the conclusion of the work, it shall remove and haul away any surplus earthen materials, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the operations, and shall leave the entire site of the Work in a neat and orderly condition.

B. Work areas that are placed into operation prior to full project completion to facilitate the Contractors work shall be given a thorough cleaning by the Contractor prior to final project acceptance.

ARTICLE 11 LIMITATION OF OPERATION

The Contractor, including all Subcontractors, material delivery, and all others relating to the project shall conform to the following work schedule:

A. Hours of Operation - No outdoor activity on or adjacent to the site will be permitted before 7:00 a.m. or after 4:30 p.m., work shall be permitted outside the hours of operation only when written permission has been obtained from the City.

B. Saturday, Sunday, and Holiday Work – All outdoor activity shall be confined to Monday through Friday, except for emergency conditions which shall be reviewed and approved, in writing, by the City in advance. No work shall be done on Saturdays, Sundays, or the holiday dates observed by the City of Milford without prior written permission of the City.

The following Holidays are observed by the City of Milford:

New Year's Day	Fourth of July
Martin Luther King, Jr. Day	Labor Day
Lincoln's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas

C. Length of the Workday - The City retains the right to restrict the Contractor to an eight (8) hour workday.

ARTICLE 12 WORK AREA

The Contractor shall confine its on-site operations to within the designated work area unless specifically authorized by the City to work outside of the work area.

ARTICLE 13 STREET OPENINGS

A. The City of Milford has an ordinance relating to street openings. The Contractor should obtain a copy of the ordinance and become thoroughly familiar with its contents and ramifications. Chapter 20, in the City of Milford Code of Ordinances is entitled "Streets, Sidewalks, and Public Places." Article III pertains to "Openings and Excavations." Work under this Contract shall conform to the requirements of the ordinance, except that the Contractor shall be responsible for furnishing, placing, and maintaining all temporary and permanent pavements in accordance with these Contract plans and specifications.

B. Prior to commencement of work, the Contractor must obtain the license required under Section 20-72 of the City of Milford Code of Ordinances.

B. Before a license is granted, the Contractor shall file (at its own cost) with the City, the required surety bond and provide the required certificate of insurance conforming to Section 20-74 of the City of Milford Code of Ordinances and/or as otherwise required by the City or hereunder. In addition, a permit is required under Section 20-78 before starting work.

C. Any licensee or permittee making an opening in any street pavement shall cut the surface of the road with a pavement saw. The cut is to be made in a straight line for the length, width, and depth of the surface of the proposed pavement excavation.

ARTICLE 14 WORK TO CONFORM

A. During its progress and on its completion, the Work shall be performed in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the City.

B. All work done without instructions having been given by the City will not be estimated or paid for except when such work is authorized by the City in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

ARTICLE 15 COMPUTATION OF QUANTITIES

A. For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.

B. It is further agreed that the computation of earthwork volumes shall be by the method of average end areas.

ARTICLE 16 REIMBURSEMENT FOR INSPECTION SERVICES

A. If the Contractor works outside of normal working hours, he shall reimburse the City of Milford for all inspection services outside of normal working hours. The rates will be determined at time of Award of Contract.

B. For purposes of this Article 16, normal working hours are between 8:00 a.m. and 4:00 p.m. prevailing local time, Monday through Friday, and excluding holidays.

ARTICLE 17 PERMITS

A. The Contractor shall conduct its operations in such a manner so as to conform to all requirements set forth in the permits specified herein.

B. If the Contractor's method of operations deviate from those indicated in the permits, the Contractor shall be responsible for all the necessary additional permits required to complete the Work. Such permit revisions and delays shall be at the Contractor's own expense and will not be grounds for extension of time to complete the Work.

C. The Contractor will be responsible for obtaining or verifying applicable permits required for the Work.

ARTICLE 18 STORAGE OF MATERIALS

A. No stockpiling of excavated material shall occur.

B. All surplus and unsuitable material shall be removed to an appropriate area offsite, said area to be approved by the Milford Sewer Commission or other appropriate agencies.

ARTICLE 19 VIDEOTAPES AND PHOTOGRAPHS

- A. The Contractor shall conduct a pre-construction photo and video survey documenting existing conditions in the project area. Photos and video shall be taken using professional quality digital equipment. They shall be submitted to the City for review on a record compact disc or DVD prior to the start of Work.

- B. Sufficient video and photographs shall be taken to show pre-Work conditions at the site, on the adjoining properties, including but not limited to foundations and windows, and along the adjacent roadway. If, in the opinion of the City, sufficient photo documentation has not been provided, the City may order additional video and photographs be taken at no expense to the City

- C. A summary sheet sequentially numbering and indexing each photograph shall be provided and shall include date taken, detailed description of view, and location taken. Similar indexing for video shall also be provided and shall include locations with corresponding video indicator numbers, and dates as to when the footage was taken.

- D. The Contractor shall submit additional progress photos, as necessary, documenting the Work completed or underway.

ARTICLE 20 DISTURBANCES OF BOUNDS

- A. The Contractor shall replace and relocate all bounds disturbed by his operations at his own expense.

- B. The bounds shall be relocated by a land surveyor licensed and registered in the State of Connecticut.

End Appendix C – Special Requirements

APPENDIX D
VALUE ENGINEERING INCENTIVE CLAUSE

These Value Engineering provisions apply as an incentive to the Contractor to initiate, develop, and present to the City for consideration cost-reduction proposals conceived by the Contractor, involving changes in the drawings, designs, specifications, or other requirements of the Contract. **These provisions do not apply unless the proposal submitted is specifically identified by the Contractor as being presented for consideration as a Value Engineering Proposal.** All such proposals must be made on the Value Engineering Proposal form acceptable to the City.

The proposals which may be considered as Value Engineering Proposals are those which, if implemented, (a) would require modification of the Contract by construction order; (b) would produce a savings to the City by calling for the use of items or methods less costly than those specified in the Contract; (c) would not alter necessary standardized features of the original Project; and (d) would not impair essential functions or characteristics of the construction called for by the original Contract, such as service life, reliability, economy of operation, and ease of maintenance. Proposals that would produce only a reduction in the time required to complete the Project (without monetary savings to the City) will not be considered as Value Engineering Proposals.

Value Engineering Proposals shall be subject to the following cautions and conditions:

1. The Contractor shall be required to perform the Contract in accordance with the existing Contract plans and specifications at the prices bid unless and until the City formally accepts, in writing, the Contractor's Value Engineering Proposal.
2. In order for the City to consider such a Proposal, the savings likely to be generated by the Proposal must be sufficient, in the sole judgment of the City, to warrant its review and processing by the City. All costs resulting from such review or processing will be borne by the City. Before any Value Engineering Proposal will be considered by the City, the City must determine, in its sole judgment, that implementation of the Proposal would result in a total cost savings of more than \$200,000, reflecting a savings of at least \$100,000 for the City. The City will not consider any Value Engineering Proposal that would require an increase in Contract time.
3. All Value Engineering Proposals apply only to the ongoing Contract, and whether approved or not, such Proposals become the property of the City. Such Proposals shall contain no restrictions imposed by the Contractor on their use or disclosure by the City. The City will have the right to use, duplicate and disclose in whole or in part any data necessary for the use or implementation of the Proposal. The City retains the right to use any accepted Proposal or part thereof on any other current or subsequent City projects without any obligation to the Contractor for such use. This provision is not intended to deny rights provided by law with respect to patented materials or processes.

4. If the City already has under consideration certain revisions of the Contract or has approved certain changes in specifications or standard drawings for general use which subsequently appear in a Value Engineering Proposal, the City may reject the Contractor's Proposal and may proceed with such revisions without any obligation to the Contractor.
5. The Proposal must be presented and approved in writing prior to the Contractor's undertaking any work on the Contract items involved in the Proposal. Savings due to a reduction in quantities or deletion of items which result solely from adjustments to field conditions, and Proposals which would only waive specification or other Contract requirements, are not considered to be Value Engineering Proposals.
6. The Contractor shall have no claim against the City for any costs or delays due to the City's review or rejection of a Value Engineering Proposal, including, but not limited to, development costs, anticipated profits, or increased material or labor costs resulting from delays in the review or rejection of such Proposal.
7. The City will be the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs that would result from adoption of all or any part(s) of such Proposal. In determining such estimated net savings, the City reserves the right to disregard the Contract bid prices if, in the judgment of the _____ or his Designee, such prices do not represent a fair measure of the value of work to be performed or deleted under the Proposal. Errors in the estimated quantities in the bid proposal form for the Contract shall be corrected by the City prior to calculating the savings that would likely result from adoption of the Value Engineering Proposal.
8. The _____, or his Designee, may reject all or any portion of work performed pursuant to an approved Value Engineering Proposal if the _____, or his Designee, determines that unsatisfactory results are being obtained because of the Proposal's implementation with regard to that work. The _____, or his Designee, may direct the removal of such rejected work and require the Contractor to proceed in accordance with the original Contract requirements. Payment for any work performed under the Value Engineering Proposal, or for its removal, will be made as per Contract unit price or cost-plus, as determined by the City. Where modifications of the Value Engineering Proposal have been approved in order to adjust to field or other conditions, payment will be limited to the total amount payable for the work at the Contract bid prices, as if the pertinent work had been constructed in accordance with the original Contract requirements. The Contractor waives the right to use such rejection or limitation of reimbursement as the basis of any claim against the City for delay damages or for any other damages or costs.

9. Value Engineering Proposals must conform to the specifications or standards of the City. The standards governing the original design of the Contract will be the minimal standard allowed.
10. If additional information is needed in order for the City to evaluate Proposals, the Contractor must provide the City with this information within fourteen (14) calendar days of such request or within such other time period as may be approved by the City. Failure to do so will result in rejection of the Proposal.
11. The Contractor shall provide revised Project plans, specifications and estimates to the City in construction order format, reflecting such changes as would be required for implementation of the Value Engineering Proposal. The Contractor shall be solely responsible for any errors or omissions resulting from such revisions
12. Savings not directly related to the Contract, such as, but not limited to, reductions in inspection or testing costs or City overhead, will not be included in the savings calculation for any Value Engineering Proposal.

Before expending considerable funds in development of a formal Value Engineering Proposal, the Contractor may find it beneficial to submit a conceptual Proposal to the City. The Contractor will be notified in writing of the acceptability of the conceptual Proposal or the reason(s) for its rejection. The City retains the right to reject the formal Proposal even if the conceptual Proposal was determined acceptable. A conceptual Value Engineering Proposal must be submitted for cost-reduction Proposals involving structures, rights-of-way acquisitions, permits or revisions as per Section 1.10 of State of Connecticut, Department of Transportation Form 816, as amended from time to time, on forms provided by the City.

Value Engineering Proposals will be processed in the same manner as are alterations of the Contract that require a construction order. At a minimum, the following shall be submitted by the Contractor in or with each Proposal:

1. A statement that the Proposal is being submitted as a Value Engineering Proposal;
2. A description of the difference between the existing Contract requirements and the proposed change(s), and the comparative advantages and disadvantages of each, taking into account considerations of service life, economy of operations, ease of maintenance, desired appearance, safety, and environmental impacts or necessary permit changes. When an item's function or characteristics would be altered by implementation of the Proposal, a justification of the anticipated effects of the alteration on the end item's performance must be included in the Proposal. Identification of any other projects on which the Contractor implemented the proposed change should be provided. A life-cycle

cost analysis must be included for items involving alteration of functional characteristics. Factors for determining future worth will be provided by the City;

3. Complete plans, specifications, and computations signed and sealed by a Professional Engineer licensed by the State of Connecticut, showing that the proposed Contract revisions would incorporate the same design criteria and restrictions that applied to the original Contract features and requirements. Said revisions shall be presented by the Contractor in the City's construction order format consisting of mylar-reproducible plans, indicating (a) quantity increases and decreases by item number, with associated cost; (b) new items, with their quantities and costs; (c) specifications in contract format; and, if needed, (d) compliance permit applications and revisions in accordance with Section 1.10 of State of Connecticut, Department of Transportation Form 816, as amended from time to time;
4. A complete analysis of the probable cost effects of the proposed changes on Project construction, future operations in connection with the completed Project, maintenance and durability of completed Project construction, and other aspects of the Project, as appropriate;
5. The date by which the Proposal would have to be implemented in order for the City to obtain the maximum cost reduction from the Proposal's implementation. The period established by the date must allow the City ample time for review and processing of the Proposal. Should the City find that it does not have sufficient time for such review and processing, it may reject the Proposal solely on such basis. If the City fails to respond to the Proposal by said date, the Contractor shall consider the Proposal to be rejected and shall have no claims against the City as a result thereof; and
6. A description of the effect that the implementation of the Proposal would likely have on the time required to complete the Project.

Payment for accepted Value Engineering Proposals will be made in the following manner:

1. The changes resulting from a Value Engineering Proposal will be incorporated into the Contract by construction order and shall reflect the changes in unit bid item quantities or new agreed price items, as appropriate, in accordance with the Specifications;
2. The Contract prices for the revised Project work will be paid directly as accomplished. In addition to such payment, the City will pay the Contractor, under a separate item or a Value Engineering Incentive item, fifty percent (50%) of the total savings obtained by the City as a result of its implementation of the Value Engineering Proposal. An estimate of said savings is to be calculated by the City within one (1) week prior to the Proposal's acceptance, by (a) estimating what it will cost the City to carry out the Project as revised

according to the Value Engineering Proposal; (b) estimating what it would have cost the City to carry out the Project under the terms of the Contract as modified by any construction orders as of the time that the City accepted the Proposal; and (c) subtracting the sum estimated as per (a) from the sum estimated as per (b). The Value Engineering Incentive will be paid when the implementation of the Proposal, including all related construction, has been completed, the City will calculate the actual savings that resulted from it. The City will then divide those savings by two (2), subtract the amount of the first Incentive payment from the resulting sum, and pay the remainder to the Contractor;

3. The Contractor's costs for development, design, submission and processing of the Value Engineering Proposal are not eligible for reimbursement; and
4. The City will not reimburse the Contractor based on any cost savings not identified in the Value Engineering Proposal prior to its acceptance.

End Appendix D – Value Engineering Incentive Clause

APPENDIX E

AFFIRMATIVE ACTION STATEMENT

Any Contractors seeking to do business with the City of Milford must, upon request, supply the Purchasing Office with any information concerning the affirmative action equal employment practices of the Contractor. Failure to supply such information, when requested, will result in the termination of any further transactions between the Contractor and the City of Milford.

All Contractors with more than ten (10) employees shall be required to complete the affirmative action/equal opportunity employment requirements statement on an annual basis except as noted below:

1. All Contractors with less than ten (10) employees are exempt from this requirement;
2. All Contractors that have completed this form within the last year are exempt from this requirement;

If either of the above applies, check the appropriate box below:

- Less than 10 employees, indicate number: _____
- Completed this form within the last year, indicate date completed: _____

All Contractors will be required to complete the affirmative action statement. If the form has been completed in the past year, please include a photocopy of the initial form this Contract. If significant changes have taken place in the past year, please update the changes on this form.

COMPANY NAME & ADDRESS: _____

TYPE OF BUSINESS: _____

TYPE OF ORGANIZATION: _____
(PLEASE CHECK) CORPORATION PARTNERSHIP INDIVIDUAL

If Contractor filing this application is not the above-named company, please provide the name, address and telephone number of the reporting unit, branch agent, or representative.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor is instructed to complete the following:

1. Does the Contractor have a written policy statement regarding Equal Employment Opportunity? If yes, attach copy of policy. YES ___ NO ___

2. In recruiting employees, are all sources of recruitment notified that all qualified applicants will receive equitable consideration? YES _____ NO ____

If yes, provide brief description of what methods are employed:

3. Do all recruitment advertisements state that you are an Equal Opportunity Employer: YES__ NO __

4. Please list by name and contact person, any local community agent or other group providing minority and female placement service which you have contacted in the last 12 months. If none, please state:

5. If additional means are employed to advertise or solicit minority and female applicants for employment opportunities within your company, please indicate:

AFFIRMATIVE ACTION

1. Does the Contractor maintain a written affirmative action plan for the employment of females and minorities? If yes, attach copy of policy. YES _____ NO _____
2. Please indicate the name and address of Contractor's official(s) responsible for carrying out the equal opportunity/affirmative action program for your company:

3. If a written affirmative action plan for Contractor is not in place, please estimate the number of vacancies expected during the next twelve months and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate:

The Contractor is hereby notified that failure to complete the above form in a satisfactory and truthful manner will preclude such Contractor from being actively considered to contract with the City of Milford. The Contractor is further advised the affirmative action statement i will become part of the Contract and that any breach of such statements will constitute a breach of Contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions or falsifications in the foregoing statements and answers, and that all entries above are true, complete and correct to the best of my knowledge and belief.

Date: _____

(Signature of Agent)

(Title of Agent)

Subscribed and sworn to before me this
_____ day of _____, 2_____

Notary Public
My Commission Expires:

****Must Be Notarized and Returned With Contract****

APPENDIX F

ANTI-BRIBERY AFFIRMATION & AFFIDAVIT OF QUALIFICATION TO CONTRACT

*THIS FORM SHALL BE EXECUTED BY AN OFFICIAL AUTHORIZED TO BIND
THE CONTRACTOR AND SHALL BE MADE A PART OF THE CONTRACT.*

I hereby affirm that:

1. I am the _____ and the authorized representative of
(Title)

(Name of Contractor)

whose address is _____
and that I possess the legal authority to make this affidavit on behalf of myself and the Contractor for which I am acting.

2. Except as described in Paragraph 3 below, neither I nor, to the best of my knowledge, the above Contractor, nor any of its officers, directors, or partners, nor any of its employees directly involved in obtaining contracts with the State or City, or City department, or sub-division of the State have been convicted of, or have been pleaded nolo contendere to a charge of, or having during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the State of Connecticut or under the laws of any State or the Federal government (conduct prior to January 1, 1990 is not required to be reported).

3. State "none" or, as appropriate, list any conviction plea, or admission described in Paragraph 2 above, with the date court, official or administrative body and the individuals involved and their position with the firm and the sentence or disposition, if any.

4. I acknowledge that this affidavit is to be furnished to the City and, where appropriate, to the Attorney General of the State of Connecticut.

5. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit knowing that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or sub-divisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Authorized Signature

Printed Name/Title

Date

Subscribed and sworn to before me
this ____ day of _____, 20____

Notary Public

My Commission Expires:

APPENDIX G

DRUG FREE WORKPLACE CERTIFICATE

I hereby certify that the Bidder:

1. Has a published statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and that this statement specifies the actions which will be taken against employees for violations of such prohibition;
2. Has a written policy informing employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free workplace, any available counseling, rehabilitation, and employee assistance programs, and the penalties which may be imposed upon employees for drug use violations;
3. Has or will provide a copy of the statements specified in paragraphs 1 and 2 above to each employee engaged in providing the commodities or contractual services which are being bid;
4. Has or will notify its employees that, as a condition of working on the commodities or contractual services which are under bid, the employee will abide by the terms of the statement, as referenced in paragraph 1 above, and will notify the employer of any conviction of, or plea of "guilty", or of "nolo contendere" to any violation of any controlled substance law of the United States or of any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea;
5. Will impose a sanction on or require the satisfactory participation in a drug abuse assistance program or a rehabilitation program, if such are available in the employee's community, by any employee who is so convicted;
6. Will make a good faith effort to continue to maintain a drug free workplace.

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Company: _____

Signature: _____

Print Name: _____

Dated: _____

APPENDIX H

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter
(Corporation, Partnership, Limited Liability Company, or Individual)

hereinafter called Principal and _____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Milford, 70 West River Street, Milford, CT 06460, hereinafter call the City, in the penal sum of _____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, joint and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the City, dated this _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the:

Beachland Avenue Flood Mitigation Project

NOW, THEREFORE, if the surety is notified in writing by the City that the Principal failed to complete the required work, undertakings, covenants, terms, conditions, and agreements described in the Contract, the Surety shall be responsible to promptly and without delay arrange for the completion of all the Work, as defined in said Contract, and other undertakings, covenants, terms, conditions, and agreements in the said Contract, to the satisfaction of the City. The surety shall meet with the City within ten (10) days of the surety's receipt of written notice from the City and shall promptly commence performance of the required work or other obligations under the Contract so as to not delay the substantial completion of the project. If the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of the Contract during the original term thereof, and any extensions thereof which may be granted by the City, with or without notice to the Surety and during the one year guaranty period, and if it shall satisfy all claims and demands incurred under the Contract, and shall fully indemnify, defend and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City all outlay and expense which the City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this

bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, this instrument is executed in four (4) counter-parts, each one of which shall be deemed an original, this ___ day of _____, 2___.

ATTEST:

(Principal) Secretary
(SEAL)

(Principal)
BY _____
(Signature)

(Name)

(Address)

Witness as to Principal

(Name)

(Address)

ATTEST:

(Surety) Secretary
(SEAL)

(Surety)
BY _____
(Attorney-in-Fact)

(Name)

(Address)

Witness as to Surety

(Name)

(Address)

NOTE: Date of bond must not be prior to date of Contract. If Bidder is Partnership, all partners should execute bond.

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

APPENDIX I
LABOR AND MATERIALS BOND

NOTE: This Bond is issued simultaneously with the attached Performance Bond in favor of the City of Milford conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter

(Corporation, Partnership, Limited Liability Company, or Individual)

hereinafter called Principal and _____, as Surety, are holden and firmly bound and obligated unto the City of Milford, Connecticut, as obligee, in the sum of _____ Dollars, (\$_____) lawful money of the United States of America, to and for the true payment whereof we bind ourselves, and each of us, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the said Principal has by means of a written agreement dated _____, entered into a contract with the said obligee for _____, a copy of which agreement is attached hereto and by referenced made a part hereof.

NOW, THEREFORE, THE CONDITION of this obligation is such that if the said Principal shall well and truly keep and perform all of the agreements, terms and conditions of said contract on its part to be kept and performed and shall also pay for all labor performed or furnished, and for all materials used or employed in such construction, including lumber so employed which is not incorporated in the work, and for the rental or hire of vehicles, tools and other appliances and equipment employed in such construction, then this obligation shall be void, otherwise it shall remain in full force and virtue, subject, however, to the following conditions.

- 1.) A claimant is defined as one having a direct contact with the principal or with a subcontractor of the Principal for labor, materials, or both, used or reasonably required for use in the performance of the Contract, labor and materials being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- 2.) The above-named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were

furnished by such claimant, may use on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

- 3.) No suit or action shall be commenced hereunder by any claimant:
 - a.) Unless claimant, other than one having a direct contract with the Principal, shall be given written notice to any two of the following: the Principal, the City, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, City, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
 - b.) After the expiration of one (1) year following the date on which the Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by law.
 - c.) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- 4.) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanical liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be present under and against this bond.

And the Surety, for value received, hereby stipulates and agrees that no extension of time, or change in alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such extension of time, change, alterations or additions to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to ____ counterparts, this ____ day of _____, 2____

_____(Seal)
Principal

_____(Seal)
Principal

_____(Seal)
Principal

By _____(Seal)
Surety

NOTE: If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the Bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney in fact.

If the bond is signed by an attorney-in-fact, there should be attached to it a certified copy of this power of attorney to sign such bonds.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract Agreement.



APPENDIX J

City of Milford, Connecticut

Founded 1639

NOTICE TO PROCEED

Office of Purchasing
203-783-3225

Dated: _____, 2____

TO: _____

PROJECT DESCRIPTION: Darina Place Sanitary Sewer Replacement Project

CONTRACT FOR: _____ Dollars (\$_____).

You are hereby notified to commence work in accordance with the Contract dated _____, 2____ on or before _____, 2____ and you are to complete the work within 60 consecutive calendar days thereafter, but in no event shall the Work be completed later than October 15, 2015.

City of Milford

BY _____
Fred Bialka, Purchasing Agent
Duly Authorized

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____, this ____ day of _____, 2____.

Signed _____

Title

**APPENDIX K
CHANGE ORDER**

CHANGER ORDER NO.: _____
DATE OF ISSUANCE _____

OWNER: CITY OF MILFORD
CONTRACTOR: _____

PROJECT: _____

You are directed to make the following changes in the Contract Documents:

Description: _____

Purpose of Change Order: _____

Attachments: (List documents supporting change) _____

<p align="center">CHANGE IN CONTRACT PRICE:</p> <p>Original Contract Price</p> <p align="right">\$ _____</p>	<p align="center">CHANGE IN CONTRACT TIME:</p> <p>Original Contract Time</p> <p align="center">_____</p> <p align="center">Days or Date</p>
<p>Previous Change Orders No. to No. _____</p> <p align="right">\$ _____</p>	<p>Net change from previous Change Orders</p> <p align="center">_____</p> <p align="center">Days</p>
<p>Contract Price prior to this Change Order</p> <p align="right">\$ _____</p>	<p>Contract Time Prior to this Change Order</p> <p align="center">_____</p> <p align="center">Days or Date</p>
<p>Net Increase (decrease) of this Change Order</p> <p align="right">\$ _____</p>	<p>Net Increase (decrease) of this Change Order</p> <p align="center">_____</p> <p align="center">Days</p>
<p>Contract Price with all approved Change Orders</p> <p align="right">\$ _____</p>	<p>Contract Time with all approved Change Orders</p> <p align="center">_____</p> <p align="center">Days or Date</p>

RECOMMENDED:

By: _____

APPROVED: City of Milford

By: _____

APPROVED: _____

By: _____

INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect Price or Time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

The _____, or his Designee, initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by the Contractor, or requests from the Owner, or both.

Once the _____, or his Designee, has completed and signed the form, all copies should be sent to the Contractor for approval. After approval by the Contractor, all copies should be sent to the City for approval. The Engineer should make distribution of executed copies after approval by the City.

If a change only applies to price or to time, cross out the part of the tabulation that does not apply.

Failure to include an item for which you seek payment or an extension of time shall constitute a knowing and irrevocable waiver of your right to request, demand or claim such item.

APPENDIX L
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT _____ CITY OF MILFORD Project No: _____

CONTRACTOR _____

Contract For _____ Contract Date _____

This Certificate of Substantial Completion applies to all WORK under the CONTRACT DOCUMENTS or to the following specified parts thereof:

To _____ CITY OF MILFORD
OWNER

And to _____
Contractor

The WORK to which this Certificate applies has been inspected by authorized representatives of CITY, Contractor, and _____, or his Designee, and WORK is hereby declared to be substantially complete in accordance with the CONTRACT DOCUMENTS on

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Contractor to complete all the WORK in accordance with the CONTRACT DOCUMENTS. The items in the tentative list shall be completed or corrected by Contractor within _____ days of the above date of Substantial Completion.

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

This certificate does not constitute an acceptance of WORK not in accordance with the CONTRACT DOCUMENTS nor is it a release of the Contractor's obligation to complete the WORK in accordance with the CONTRACT DOCUMENTS.

Executed by the _____, or his Designee on _____
_____, 2_____

CITY OF MILFORD _____

By _____

Contractor accepts this Certificate of Substantial Completion on _____, 2_____

Contractor

By _____

OWNER accepts this Certificate of Substantial Completion on _____, 2_____

CITY OF MILFORD _____
OWNER

By _____

APPENDIX M
CERTIFICATE OF FINAL PAYMENT AND CERTIFICATE OF COMPLETION

PROJECT _____
CONTRACT DATE; _____

Project Description: _____

Completion Date per Agreement and Change Orders: _____

FINAL CERTIFICATION OF CONTRACTOR

(Insert Name and Complete Address of Contractor)

agrees to accept \$ _____ (Dollar Amount) as full and final payment for all WORK
completed under this CONTRACT dated _____ (Date) with the CITY OF MILFORD for ____

I certify that all construction has been carried out in substantial compliance with the CONTRACT DOCUMENTS, and that all labor, equipment, materials and Subcontractors have been or will be paid in accordance with the requirements of the General Laws of the State of Connecticut.

Date

Contractor

Signed by Officer of Corporation

Title

APPENDIX N

**RELEASE OF LIABILITY AND WAIVER OF CLAIM
HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT**

The Contractor shall fully indemnify, defend and hold harmless the City of Milord, and all of its respective officers, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind occurring during the term of the Agreement and alleged to have been caused in whole or in part by the Contractor, and even if caused by the negligence of the City and or any of its officers, employees, agents, servants and volunteers. This obligation shall further apply to:

- (1) actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum (collectively, "Claims") arising, directly or indirectly, in connection with this contract, including any environmental matters, and including the acts of commission or omission (collectively, the "Acts") of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or any other person or entity with whom the Contractor is in privity of oral or written contract (collectively "Contractor Parties");
- (2) liabilities arising, directly or indirectly, in whole or in part, in connection with this contract, out of the Contractor's or Contractor Parties' Acts concerning its or their duties and obligations as set forth in this contract, and;
- (3) all damages, losses, costs and expenses, including but not limited to, attorneys' and other professional fees, that may arise out of such claims and/ or liabilities for personal injury, bodily injury, workers' compensation, emotional injury, death, property damage or any other injury or loss caused in whole or in part by the Acts of the Contractor or any Contractor's Parties.

The Contractor hereby covenants and agrees that the City shall be endorsed on the Contractor's policies of insurance as additional insured. The Contractor hereby further covenants and agrees to obtain a policy of insurance, with minimum limits of liability as shown in the Agreement, Appendix 6 containing an endorsement that covers this agreement to indemnify, defend and hold harmless the City and its officers, employees, agents, servants and volunteers.

The Contractor hereby further covenants and agrees to obtain an endorsement to said policy of insurance policy that the Contractor's insurance is primary and any insurance obtained, or self insurance provided, by the City is excess.

The Contractor's insurance carrier will waive all rights of subrogation against the City its respective officers, employees, agents, servants and volunteers.

The Contractor hereby further covenants and agrees to furnish a copy of the insurance policy that meets all of the above requirements before any work or use of the property commences.

THE UNDERSIGNED HAS READ THIS HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND FULLY UNDERSTANDS ITS TERMS. THE UNDERSIGNED FURTHER UNDERSTAND THAT BY SIGNING THIS WAIVER IT IS GIVING UP SUBSTANTIAL LEGAL RIGHTS. THE UNDERSIGNED HAS NOT BEEN INDUESED TO SIGN THIS WAIVER BY ANY PROMISE OR REPRESENTATION AND SIGNS IT VOLUNTARILY AND ON OF HIS/HER OWN FREE WILL.

Dated this ____ day of _____, 2____.

In the Presence of:

Contractor: _____

By: _____
Its _____, duly authorized

STATE OF CONNECTICUT)
)
COUNTY OF NEW HAVEN)

ss. _____, 2____

Personally appeared _____
signer and sealer of the foregoing instrument, by _____
its _____, duly authorized, and who acknowledged same to be _____ free
act and deed, before me.

NOTARY PUBLIC

My Commission Expires:

APPENDIX O

REQUIRED INSURANCE

Insurance Requirements: Contractor shall maintain insurance from companies licensed to write business in Connecticut, with an A.M. Best rating of no less than A VII or higher, and acceptable to the City of Milford, of the kinds and minimum amounts specified below:

1. Certificates and Notice of Cancellation. Prior to the signing of the contract, Contractor shall furnish City with certificates of all insurance required below, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete. Certificates shall indicate the type, amount, and class of operations covered, effective date and expiration date of all policies. Required insurance shall be maintained for a period of no less than two (2) years, unless a longer period is required by this Contract, after final payment. An additional certificate(s) evidencing such coverage(s) shall be provided to the City thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

The Certificates of Insurance shall name the City of Milford, its officers, officials, agents and employees as additional insureds, and shall be further evidenced by an actual endorsement furnished to the City from the insurer prior to the signing of the contract between the Contractor and the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Milford, its officers, officials, agents or employees.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. CGL coverage shall include independent Contractor's coverage, and Contractor shall be responsible for assuring that all subcontractors are properly insured.

2. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to the City. At the option of the City, the Contractor shall procure a bond guaranteeing payment of deductibles or self-insured retentions. Contractor shall be responsible for payment of all deductible and SIRs.

3. Workers Compensation Insurance. Covering all of the Contractor's employees to be engaged in the work under this contract, providing the required statutory benefits under Connecticut Workers Compensation Law.

4. Commercial General Liability. Including coverage for independent contractor operations, contractual liability assumed under the provisions of this contract, products/completed operations liability and broad form property damage liability insurance coverage. Exclusions applicable to explosion, collapse and underground hazards are to be deleted when the work involves these exposures. The policy shall provide liability limits at least in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limits applicable to claims due to bodily injury and/or property damage. The City of Milford, its officers, officials, agents and employees shall be named as an additional insured under this policy on a primary/non-contributory basis.

4. Automobile Liability Insurance. Covering all owned, non-owned and hired vehicles, providing liability limits at least in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate, combined single limits applicable to claims due to bodily injury and/or property damage.

5. The following insurance coverages shall apply if checked:

Professional Liability Insurance. Professional Liability or Errors and Omissions Liability Insurance appropriate to the profession shall be maintained in force for the duration of the contract. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of services as defined by contract. Coverage shall be written to limits of not less than \$5,000,000 per loss. If coverage is on a claims-made basis, Bidder warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the contract is complete

Builder's Risk Insurance. Builder's Risk Insurance in the amount of Contract Sum, plus value of subsequent Contract modifications and cost of contractor's labor, materials and equipment, comprising total value of entire Project at the site on a replacement cost basis without optional deductibles. Such Builder's Risk Insurance shall be maintained, unless otherwise agreed in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in the Contract Documents, or until no person and entity has an insurable interest in the property to be covered, whichever is later. Builder's Risk Insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitations, insurance against the perils of fire (with extended coverage) and physical loss or damage, including but not limited to theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, test and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the City's and Contractor's services and expenses as a result of such insured loss.

Contractor's Pollution Liability. Contractor shall maintain Contractor's Pollution Liability covering losses caused by pollution incidents that arise from the operations of the Contractor under the scope of services. Pollution liability coverage shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically insured, cleanup costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least \$5,000,000 per claim, with an annual aggregate of at least \$5,000,000. Pollution Liability coverage shall include as an additional insured the City of Milford, its officers, officials, agents and employees. If Pollution Liability coverage is written on a claims-made basis, any retroactive date applicable to coverage under the policy precedes the effective date of the contract, and continuous coverage must be maintained or an extended discovery period will be exercised for a period of three (3) years, beginning from the time that work under the contract is complete.

7. Excess/Umbrella Liability- Contractor shall maintain Excess or Umbrella Liability Insurance with a limit of not less than \$5,000,000, overlaying the coverage under all lines of insurance required by this Contract.

8. Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent contractors' coverage, and the Contractor shall be responsible for assuring that all subcontractors are properly insured.

9. Waiver of Subrogation. Insurance policies, purchased as required above, shall be endorsed with a waiver of subrogation in favor of the City of Milford, its officers, officials, agents and employees.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER ABC Insurance Company 123 Main Street Milford, CT 06460		CONTRACT NAME: John Smith PHONE: 203-777-8910 FAX: 203-777-8910 EMAIL: [redacted] ADDRESS: [redacted]															
INSURED XYZ Contracting, LLC 789 Carter Street New Haven, CT 06510		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Transfers Charter Oak Fire Ins.</td> <td>25515</td> </tr> <tr> <td>INSURER B: Transfers Property Casualty Co.</td> <td></td> </tr> <tr> <td>INSURER C: Farmington Casualty Company</td> <td>41483</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Transfers Charter Oak Fire Ins.	25515	INSURER B: Transfers Property Casualty Co.		INSURER C: Farmington Casualty Company	41483	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE	TYPE OF INSURANCE	ADDITIONAL COVERAGE	POLICY NUMBER	POLICY PERIOD (START/END)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N	DTC02540R040DF10	03/01/2011 - 02/28/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMOP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PBC <input type="checkbox"/> LOG				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL FAMILY AUTOS <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Drive Other	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N	DTA102540R030DF10	03/01/2011 - 02/28/2012	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ MEDICAL EXP (Per person) \$ PROPERTY DAMAGE (Per occurrence) \$
	<input checked="" type="checkbox"/> UMBRELLA LMB <input checked="" type="checkbox"/> EXCESS LMB <input checked="" type="checkbox"/> RETENTION \$ 100,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	<input type="checkbox"/> Y <input type="checkbox"/> N	DT5M01P2840R004TIL	03/01/2011 - 02/28/2012
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> EMPLOYERS LIABILITY <input type="checkbox"/> OFFICERS AND DIRECTORS AND FIDELITY AND SURETY <input type="checkbox"/> FIDELITY AND SURETY	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Y <input type="checkbox"/> N	DTFUB2840R00410	03/01/2011 - 02/28/2012	AC STATE-TORTY LIMIT: OTHER EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
D	Other				Pollution Liability \$5,000,000 Professional Liability \$(Per Bid) Builders Risk \$ (Total Project Val.)

DESCRIPTION OF OPERATIONS (LOCATIONS, VEHICLES) (Add to Remarks Schedule if more space is required)
City of Milford, its Governing Board, Official, Agents and Employees and all other parties as required by contract are named as additional insured on a primary, non-contributory basis. Waiver of subrogation applies in favor of the City of Milford and all other required parties.

(Attach ISO Additional Insurance Endorsement CG 20 10 11 85 or CG 20 10 (10/93) and CG 2037 or CG 2033 and CG 2037 or an endorsement providing equivalent coverage for the additional insureds).

CERTIFICATE HOLDER City of Milford 70 West River Street Milford, CT 06460	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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