RESURFACING, BRIDGE REHABILITATION AND SAFETY IMPROVEMENTS ON I-691

TOWN OF CHESHIRE,
TOWN OF MIDDLEFIELD, TOWN OF SOUTHINGTON AND
CITY OF MERIDEN, CONNECTICUT

Project No. 0079-0244

DESIGN-BUILD PROCUREMENT

CONTRACT GENERAL PROVISIONS

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CHAPTER 1.01 - DEFINITION OF TERMS AND PERMISSIBLE ABBREVIATIONS

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1.01.01 - Definitions

In these specifications, unless the context requires otherwise, words of the masculine gender include the feminine and the neuter, and, when the sense so indicates, words of the neuter gender may refer to any gender.

Alternative Technical Concept (ATC): Any modification of the BTC or requirements of the Contract Provisions proposed during the proposal phase as allowed by the Contract Provisions. ATCs must be proposed by the Proposer during the allowable timeframe, and approved by CTDOT prior to incorporation into the proposal. ATCs may be premised on deviations from the BTC or Contract Provision requirements, but must be consistent with the standards set forth in the RFP and the Contract General Provisions. The Contract Technical Provisions contains language for allowable and disallowed ATCs.

Addendum: Contract revisions developed and incorporated into the Contract after official issuance of the RFQ or RFP and before the submission of Statements of Qualifications (SOQs) or Proposals.

Air Operations Area: Any paved or unpaved airport area used or intended to be used for the unobstructed movement of aircraft, such as landings, takeoffs, and surface maneuverings.

Award: CTDOT's acceptance, within the limitations set forth in the RFP, in writing of the Proposal from the responsible Proposer for the work with the “best value” score, subject to the execution and approval by CTDOT of a Contract therefor and the provision by the Proposer of performance and payment bonds acceptable to the Commissioner to secure the performance thereof and to such other conditions as may be specified by CTDOT or required by law.

BTC: Base Technical Concept, which is the set of requirements included in the Contract Technical Provisions and Contract General Provisions for the design and construction of any roadway, bridge, traffic management, drainage, utilities, and other work that defines the scope of the Project.

Bid Manual: “The State of Connecticut Department of Transportation Construction Contract Bidding and Award Manual,” copies of which are available from CTDOT’s Division of Contracts and http://www.ct.gov/dot/cwp/view.asp?a=2288&q=259258.

Bid: For any instances in which this term appears in the RFP or the Contract, it shall be taken to mean a Proposal in the context of the RFP and the Design-Build procurement process.

Bidder: For any instances in which this term appears in the RFP or the Contract General Provisions, it shall be taken to mean a Proposer in the context of the RFP and the Design-Build procurement process.

Calendar Day: Every day shown on the calendar, Sundays and holidays included.

Certificate of Compliance: The formal document issued at the completion of a Project by the State Building Inspector's representative. The document is often referred to informally as a "Certificate of Occupancy," "C.O.C." or "C.O."

Change Order Request: “COR” A submittal that is necessary upon approval of a corresponding Request for Change “RFC.”

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Channel: A channel shall be interpreted to mean a natural or artificial watercourse having an average width at the bottom, after excavation, of 4 feet or more.

Commissioner: State of Connecticut Transportation Commissioner acting directly or through a duly-authorized representative.

Connecticut Guidelines for Soil Erosion And Sediment Control: This Department of Energy and Environmental Protection (DEEP) Bulletin is intended to provide information to government agencies and the public on soil erosion and sediment control.
http://www.ct.gov/deep/cwp/view.asp?a=2720&q=325660&deepNav_GID=1654%20

Connecticut Stormwater Quality Manual: This DEEP publication provides guidance on measures necessary to protect waters of the State from adverse impacts of post- construction stormwater runoff.
http://www.ct.gov/deep/cwp/view.asp?a=2721&q=325704&depNav_GID=1654%20-%20download

Construction Order or Change Order: A written order signed by CTDOT for a contractor to perform work or provide supplies not required by the original contract, setting forth the price therefor and the basis of payment for same.

Contract (Contract Documents): The agreement covering the performance of the work and the furnishing of materials required for the design and construction of the Project. The Contract shall include: the signature sheet, addenda, special provisions, required federal and state provisions, supplemental specifications, labor and wage schedules and other related material, BTC plans, Contract Technical Provisions as amended, all exhibits, appendices, reference documents, amendments to the foregoing, all Change Orders issued, Contract General Provisions, and the final Proposal accepted by CTDOT. Capitalized terms appearing in the Contract and not otherwise defined shall have the meanings ascribed to them in Contract General Provisions, the final Technical Proposal, and any other documents by which the Contractor makes commitments to CTDOT in the course of the procurement phase of the Design-Build process.

Contractor: When the word is capitalized, it refers to the party of the second part to the Contract, acting directly or through its agents or employees. When this word is not capitalized, it is to be taken in its more general sense.

Contracts Office / Contracts Unit / Office of Contracts: The State of Connecticut Department of Transportation administrative unit responsible for administering general bidding and award of DOT contracts as well as the proposal phase of this Design-Build procurement process.

CTDOT/CONNDOT/DEPARTMENT: State of Connecticut Department of Transportation, the Commissioner or Deputy Transportation Commissioner, acting directly or through a duly-authorized representative.

CTDOT Inspector: A duly-authorized representative of CTDOT, assigned to make inspections of the work performed and materials furnished by the Contractor.

Culvert: A covered channel or a large pipe for carrying a watercourse below ground level, usually under a road or railway.

Design-Build (D-B): A construction delivery system that provides responsibility for the delivery of design services and construction services within a single contract.

D-B Price: The Contractors' price to perform the D-B Project, accepted by CTDOT.

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D-B Project: A project with regard to which the design and construction are both provided for in a single contract.

Drainage Ditch: An paved or unpaved, artificially-constructed open depression having an average width of less than 4 feet at the bottom, after excavation, constructed for the purpose of carrying off surface water.

Engineer Of Record: The Engineer of Record responsible for the Final Design of the Project or of a portion of the Project.

Early Release Construction (ERC): Construction that is authorized by CTDOT to start prior to completion of Final Design Documents. Such authorization must be given by advance written approval from CTDOT.

Execution Of Contract: The date of execution of the Contract by CTDOT is the date on which CTDOT's authorized signatory signs the Contract on behalf of CTDOT.

Equal: A material, device, type of equipment, or method other than what is specified in the Contract, which is a recognized equivalent in substance and function to some required thing specified in the Contract, taking into account quality, workmanship, economy of operation, durability, and suitability for purposes intended, and provided that the proposed equivalent would not require or constitute a change in the Contract work.

Fixed Costs: Any labor, material and equipment costs directly incurred for the item or items under consideration, which are necessary for the fulfillment of a Contract requirement and which remain constant regardless of the quantity of the work done.

Final Design: The Contractor’s design which is accepted by CTDOT

Highway: A general term denoting a public way used for vehicular travel. When referred to in the Contract, it signifies the whole right-of-way reserved for or secured by CTDOT for use in constructing or maintaining a roadway and its appurtenances.

Interview List: The list of Proposers to be invited for interviews by the Selection Panel for the purpose of the Committee's evaluation of the Proposers and its establishment of the Short List of Proposers.

Key Personnel: Principal members of the Contractor’s Team identified during the Proposal process, who must work on the Project in the roles identified by the Proposer during the process, unless CTDOT consents to their replacement in the Project work.

Laboratory: The official testing laboratory of CTDOT, unless CTDOT designates another laboratory to provide services in connection with the Project.

Liquidated Damages: The amount prescribed in the Contract specifications, to be paid to the State or to be deducted from any payments due or to become due the Contractor, for a specified time unit delay in completing the whole or any specified portion of the work beyond the time allowed in the Contract.

Manager of Contracts: The Transportation Manager of Contracts, who is the head of CTDOT’s Division of Contracts, and whose office is located at the headquarters of CTDOT at 2800 Berlin Turnpike, Newington, CT 06111.

Material: Any substance specified in the Contract for use in the construction of the Project, including appurtenances of products that are substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed in order to be used for the Project work or become a part of the constructed Project.

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Municipality: City, town or county.

Notice To Proceed: A written notice issued by CTDOT to the Contractor stating the date on which the Contractor is authorized to commence and proceed with the Contract work.

Pavement Structure: The combination of sub-base, base course and surface course placed on subgrade to support and distribute the traffic load.

Product Data (Catalog Cut): Document(s) with information such as manufacturer's product specifications, manufacturer's installation instructions, standard color charts, wiring diagrams showing factory-installed wiring, printed performance curves and operational range diagrams. Product data that must be specially prepared because standard printed data is not suitable shall be considered shop drawings.

Plans: All drawings or reproductions of drawings pertaining to the construction or details of the Project.

Project: All work included under one CTDOT contract, notwithstanding the occasional use by CTDOT of multiple project numbers for the work included within one contract.

Project Site (or the Site): The space available to the Contractor, under the Contract, for performing Project construction activities. The extent of the Project Site is as indicated on the plans or elsewhere in the Contract.

Proposal: A set of documents requested by CTDOT in the RFP that describes the Proposer's technical approach for the Project (Technical Proposal) as well as its proposed cost ("Price Proposal") for carrying out the Project.

Proposal Deadline: The time and date by which a Proposer must deliver its Proposal to the State of Connecticut Department of Transportation Office of Contract Administration in the manner required by the RFP. CTDOT will reject without further consideration any Proposal that it receives after the Proposal Deadline.

Proposer: A prime contractor submitting either statements of qualifications or a Proposal, depending on the phase of the procurement being referred to in the text containing the term.

Proposer's Team: The team whose members are identified by the Proposer in its Statement of Qualifications, who collectively meet the requirements of the Request for Qualifications, who will participate in procurement process interviews, and who will, if the Proposer becomes the Contractor, work on the Project in the roles identified for them by the Proposer during the procurement process.

Quality Assurance: (See Section1.05.08 hereof.)

Qualified Products List (QPL): A report that has been developed as a means for determining what products, suppliers, manufacturers, equipment and methodologies may be used on construction projects. This report can be located on the CTDOT Website: http://www.ct.gov/dot/cwp/view.asp?a=1387&q=259630

Reclaimed Concrete Aggregate: Reclaimed waste consisting of crushed and graded concrete removed from pavements, structures, or buildings. Metal may be acceptable only where it is contained as reinforcement within small fragments of concrete; *e.g.*, metal projecting from concrete fragments would be unacceptable. All such material trucked from beyond the limits of the Project must be accompanied by a materials certificate and certified test report indicating that the material is environmentally acceptable and structurally sound, in accordance with Section 1.06.07, unless the source of the material is a CTDOT Project and that source is acceptable to CTDOT.

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Reclaimed Miscellaneous Aggregate: Glass-free and clinker-free reclaimed waste that has been crushed, graded and blended, as specified in the Contract, with natural crushed stone or gravel. Metal may be acceptable only where it is contained as reinforcement within small fragments of concrete; *e.g.*, metal projecting from concrete fragments would be unacceptable. All such material trucked from beyond the limits of the Project must be accompanied by a materials certificate, and certified test report indicating that the material is; environmentally acceptable and structurally sound, in accordance with Section 1.06.07, unless the source of the material is a CTDOT Project and that source is acceptable to CTDOT.

Reclaimed Waste: Debris from the demolition of buildings, structures, and pavements; residue from incineration and recycled glass. Acceptable material shall include concrete, bituminous concrete, glass, ceramics, brick, pavement sub-base and base courses, and clinker from resource recovery plants. Metal may be acceptable only when it is contained within large fragments of concrete. Reclaimed waste trucked from beyond the limits of the Project must be accompanied by a materials certificate and certified test report indicating that the waste is environmentally acceptable and structurally sound, in accordance with Section 1.06.07, unless the source of the material is a CTDOT Project and that source is acceptable to CTDOT.

RFP: Request for Proposal. A detailed solicitation by CTDOT for Proposers short-listed by CTDOT to submit a Technical Proposal and Price Proposal for consideration by CTDOT.

RFQ: Request for Qualifications. A solicitation by CTDOT for prospective Proposers to submit a Statement of Qualifications for evaluation by CTDOT.

Right-of-Way: A general term denoting land, property of interest therein, usually in a strip, acquired for or devoted to transportation purposes.

Roadbed: The graded portion of a highway, including portions within the top and side slopes, that has been prepared as a foundation for the pavement structure and shoulders.

Roadway: The portion of the highway, including shoulders, which may be used for vehicular travel within the Project limits.

Shop Drawings: Drawings, including proposed details, diagrams, schedules, procedures and other supporting data, prepared by a Contractor to supplement the Contract Documents, showing all information necessary for fabrication of items for which some specific design or detail appears in the Contract.

Shoulder: The portion of the roadway adjacent to the traveled way that is capable of accommodating stopped vehicles for emergency use and of providing lateral support for base and surface courses.

SOQ: Statement of Qualifications. A set of documents developed by the Proposer and submitted to CTDOT during Phase 1 of the selection process that outlines the Proposer's qualifications for the tasks of executing the final Project design and constructing the Project.

Short List: The list of contractors that will be invited to submit Proposals to CTDOT based on the Selection Panel's evaluations of the SOQs.

Specifications: Contractual provisions and requirements for the performance of the Contract.

State: The State of Connecticut.

Subcontractor: Any individual, firm, partnership or corporation to which the Contractor sublets, with the approval of the Commissioner, any part or parts of the Project.

Substantial Completion: The date at which the performance of all work on the Project has been completed

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except minor or incidental items, final cleanup, work required under a warranty, and repair of unacceptable work, provided that CTDOT has determined:

A. The Project is safe and convenient for use by the public.
B. All traffic lanes including all safety appurtenances are in their final configuration.
C. Failure to complete the work (including repairs) excepted above has not and will not result in the deterioration of other completed Project work, and provided further that the Contract value of the work remaining to be performed, including cleanup, is less than one percent (1%) of the estimated final Contract amount.
D. If applicable, a Certificate of Compliance has been issued.

Substitute: A replacement for a specified material, device, type of equipment, or method required by the Contract, which is sufficiently different in substance and function, quality, or workmanship that its use will constitute a change in the Contract work.

Substructure: All of that part of the bridge below the bearings of simple and continuous spans, skewbacks of arches and tops of footings of rigid frames, including backwalls, wingwalls and any protective railings mounted on the wingwalls.

Sub-Subcontractor: Any individual, firm, partnership or corporation with which a subcontractor contracts, with the approval of the Commissioner, for the performance of any part or parts of the Project.

Superstructure: The entire bridge except the substructure.

Utility: Any public service company and the plant of such a company or similar facilities. Such companies include, but are not be limited to, companies selling or controlling the sale, distribution or use of water, gas, electricity, communications systems, sewers, or rail services. Such facilities include, but are not limited to, wires, cables, ducts, pipes, manholes, transformers, poles, towers, and tracks.

Work: The provision of labor, materials or services necessary for or relating to the design and construction of the Project.

Working Drawings: Drawings, calculations, procedures and other supporting data prepared by a Contractor, documenting the Contractor's proposed design, details, materials, construction methods and equipment for any portion of Project construction for which no specific design or detail appears in the Contract.

1.01.02 - Abbreviations, Publications and Standards

For publications and standards, the edition governing the Project work will be the edition in effect on the date of solicitation of the RFP to the shortlisted Contractors. Whenever one of the following abbreviations is used in the Contract, its meaning shall be interpreted as follows:

AA:	(The) Aluminum Association, Inc.
AABC:	Associated Air Balance Council
AAN:	American Association of Nurserymen
AAMA:	American Architectural Manufacturers Association
AAPA:	American Association of Port Authorities
AASHTO:	American Association of State Highway and Transportation Officials: Wherever reference is made to an AASHTO Standard Method of Test or Standard Specification, it refers by letter and number to the method or specification published by AASHTO in the "Standard Specifications for Transportation Materials and Methods of Sampling and Testing."
ABMA:	American Bearing Manufacturers Association
ACGIH:	American Council of Government Industrial Hygienists

ACI:	ACI (American Concrete Institute) International
ACOE:	Army Corps of Engineers
ADAAG:	Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities
ADSC:	The International Association of Foundation Drilling (formerly Association of Drilled Shaft Contractors)
AF&PA:	American Forest & Paper Association
AGA:	American Gas Association
AGC:	(The) Associated General Contractors of America
AHA:	American Hardboard Association
AHAM:	Association of Home Appliance Manufacturers
AI:	Asphalt Institute
AIA:	(The) American Institute of Architects
AISC:	American Institute of Steel Construction
AISI:	American Iron and Steel Institute
AITC:	American Institute of Timber Construction
A.L.I.:	Automotive Lift Institute
ALSC:	American Lumber Standard Committee, Incorporated
AMCA:	Air Movement and Control Association International, Inc.
AMRL:	AASHTO Materials Reference Library
ANLA:	American Nursery and Landscape Association
ANSI:	American National Standards Institute
AOAC:	AOAC International
AOSA:	Association of Official Seed Analysts
APA:	APA - The Engineered Wood Association
API:	American Petroleum Institute
AREMA:	American Railway Engineering and Maintenance-of-Way Association
ARI:	Air-Conditioning & Refrigeration Institute
ARTBA:	American Road and Transportation Builders Association
ASA:	Acoustical Society of America
ASC:	Adhesive and Sealant Council
ASCE:	American Society of Civil Engineers
ASHRAE:	American Society of Heating, Refrigerating and Air-Conditioning Engineers
ASME:	ASME International (The American Society of Mechanical Engineers International)
ASSE:	American Society of Sanitary Engineering
ASTM:	American Society of Testing and Materials (ASTM International). (Wherever reference is made to an ASTM specification, test method, or practice, it refers by letter, number, or both, to standards published by ASTM International in the "ASTM Standards Source™ Database."
ATSSA:	American Traffic Safety Services Association
AWI:	Architectural Woodwork Institute
AWPA:	American Wood Protection Association (*formerly* American Wood-Preservers' Association)
AWPI:	American Wood Preservers Institute
AWS:	American Welding Society (Wherever reference is made to an AWS materials specification, inspection methods, or welding procedures, it refers by section number to standards of the American Welding Society published in the applicable steel, or aluminum welding code.
AWWA:	American Water Works Association
BHMA:	Builders Hardware Manufacturers Association
BIA:	(The) Brick Industry Association
BOCA:	BOCA International, Inc.

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CBM:	Certified Ballast Manufacturers Association
CCRL:	Cement and Concrete Reference Laboratory
CDA:	Copper Development Association (The)
CGA:	Compressed Gas Association
CISCA:	Ceilings and Interior Systems Construction Association
CLFMI:	Chain Link Fence Manufacturers Institute
COR:	Change Order Request
ConnDOT:	Connecticut Department of Transportation
CFR:	Code of Federal Regulations
CGS:	Connecticut General Statutes (as revised)
CISPI:	Cast Iron Soil Pipe Institute
CRI:	(The) Carpet and Rug Institute
CRSI:	Concrete Reinforcing Steel Institute
CSI:	(The) Construction Specifications Institute
CSSB:	Cedar Shake & Shingle Bureau
CTDOT:	Connecticut Department of Transportation
CTI:	Cooling Technology Institute
DASMA:	Door and Access Systems Manufacturers Association, International
DBIA:	Design Build Institute of America
DEEP:	Connecticut Department of Energy and Environmental Protection DHI - Door and Hardware Institute
DOD:	Department of Defense Military Specifications and Standards
DPUC:	Department of Public Utility Control
EIA:	Electronic Industries Alliance
EPA:	Environmental Protection Agency
FAA:	Federal Aviation Administration
FCC:	Federal Communications Commission
FCICA:	Floor Covering Installation Contractors Association
FHWA:	Federal Highway Administration
FMG:	FM Global
FRA:	Federal Railway Administration
FS:	Federal Standards. Wherever reference is made to FS in the Contract, it refers by number, letter, or both, to the latest standard or tentative standard of the Federal Specification Unit, General Services Administration, Federal Supply Service, as to materials, specifications, or methods of testing, whichever the case may be.
FTA:	Federal Transit Administration
HPVA:	Hardwood Plywood & Veneer Association
GA:	Gypsum Association
GANA:	Glass Association of North America
GSA:	General Services Administration
HI:	Hydraulics Institute
HPVA:	Hardwood Plywood & Veneer Association
ICC:	International Code Council
ICC-ES:	ICC Evaluation Service, Inc.
IEC:	International Electrotechnical Commission
ICEA:	Insulated Cable Engineers Association, Inc.
IEEE:	(The) Institute of Electrical and Electronics Engineers, Inc.
IES:	Illuminating Engineers Society

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IESNA:	Illuminating Engineering Society of North America
IGCC:	Insulating Glass Certification Council
IGMA:	Insulating Glass Manufacturers Alliance
IMSA:	International Municipal Signal Association
IRI:	HSB Industrial Risk Insurers
ISO:	International Organization for Standardization
ITE:	Institute of Traffic Engineers
IUPAT:	International Union of Painters and Allied Trades
IWRD:	Inland Wetlands Resource Division
KCMA:	Kitchen Cabinet Manufacturers Association
LMA:	Laminating Materials Association
LPI:	Lightning Protection Institute
MASH:	Manual for Assessing Safety Hardware
MBMA:	Metal Building Manufacturers Association
MILSPEC:	Military Specification and Standards
MMA:	Monorail Manufacturers Association
MSHA:	Mine Safety and Health Administration
MSS:	Manufacturers Standardization Society of the Valve and Fittings the Valve Industry, Inc.
MUTCD:	Manual on Uniform Traffic Control Devices
NAAMM:	National Association of Architectural Metal Manufacturers
NADCA:	National Air Duct Cleaners Association
NADCA:	National Air Duct Cleaners Association
NAIMA:	(The) North American Insulation Manufacturers Association
NBFU:	National Board of Fire Underwriters
NCHRP:	National Cooperative Highway Research Program
NCMA:	National Concrete Masonry Association
NCPI:	National Clay Pipe Institute
NEAUPG:	Northeast Asphalt User/Producer Group
NEBB:	Natural Environmental Balancing Bureau
NEC:	National Electrical Code
NECA:	National Electrical Contractors Association
NEMA:	National Electrical Manufacturers Association
NEPCOAT:	North East Protective Coatings Committee
NESC:	National Electrical Safety Code
NETA:	International Testing Association
NFPA:	National Fire Protection Association
NFRC:	National Fenestration Rating Council
NHLA:	National Hardwood Lumber Association
NICET:	National Institute for Certification in Engineering Technologies
NIOSH:	National Institute of Occupational Safety and Health
NIST:	National Institute of Standards and Technology
NLGA:	National Lumber Grades Authority
NOAA:	National Oceanic and Atmospheric Administration
NRCA:	National Roofing Contractors Association
NRMCA:	National Ready-Mixed Concrete Association
NSC:	National Safety Council
NSF:	NSF International

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NTMA: National Terrazzo and Mosaic Association, Inc.
OEO: Office of Equal Opportunity
OLISP: Office of Long Island Sound Programs
OSHA: Occupational Safety and Health Administration
PCA: Portland Cement Association
PCI: Precast/Prestressed Concrete Institute
PDI: Plumbing & Drainage Institute
PTI: Post-Tensioning Institute
PURA: Public Utilities Regulatory Authority
RMA: Rubber Manufacturers Association
SAE: SAE International
SDI: Steel Deck Institute *or* Steel Door Institute
SFPA: Southern Forest Products Association
SHRP: Strategic Highway Research Program
SJI: Steel Joist Institute
SMACNA: Sheet Metal and Air Conditioning Contractors National Association
SPIB: (The) Southern Pine Inspection Bureau
SPRI: Single Ply Roofing Institute
SSPC: The Society for Protective Coating (*formerly* The Steel Structures Painting Council) Where reference is made to SSPC in the Contract, it refers by number, letter, or both, to the latest standard or tentative standard specification of The Society for Protective Coatings, Formerly the Steel Structures Painting Council, as to materials specifications, methods of testing, systems, procedures, inspection or other specification pertaining to any or all phases of cleaning or painting, whichever may apply.
SWRI: Sealant, Waterproofing, & Restoration Institute
TCA: Tile Council of America, Inc.
TIA: Telecommunications Industry Association
TIA/EIA: Telecommunications Industry Association/Electronics Industries Alliance
TPI: Truss Plate Institute, Inc.
TRB: Transportation Research Board
UFAS: Uniform Federal Accessibility Standards
UL: Underwriters Laboratories Inc.
USCG: United States Coast Guard
USDA: United States Department of Agriculture
USGBC: U.S. Green Building Council
WCLIB: West Coast Lumber Inspection Bureau
WCSC: Window Covering Safety Council
WDMA: Window & Door Manufacturers Association
WWPA: Western Wood Products Association

1.01.03 - Abbreviations and Terms

Abbreviations and terms used in the Contract are in lieu of and are to be construed in the same way as the terms or phrases following them in the list below. Those abbreviations and terms include, but are not necessarily limited to:

ABS: acrylonitrile butadiene styrene
AC: alternating current
ACCM Pipe or ACCMP: Asphalt-Coated Corrugated Metal Pipe
ACSR: Aluminum Conductor, Steel Reinforced

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A.E.A.: Air Entraining Admixture
AIC: Ampere Interrupting Current
AOEC: Area of Environmental Concern
APA: Aquifer Protection Area
AWG: American Wire Gauge
B & B: balled and burlapped
bbl: barrel
BCPC: Bituminous Concrete Park Curbing
Bit.: bituminous
Bit. Conc.: bituminous concrete
CAPWAP: Case Pile Wave Analysis Program
CAS: Coating Applicator Specialist
CB: catch basin
CCA: chromated copper arsenate
CCM Pipe or CCMP: coated corrugated metal pipe
CICU: controller interface communications unit
CLLCU: closed loop local coordination unit
CLMU: closed loop master unit
CMS: Changeable Message Sign
Conc.: concrete
CPE Pipe or CPEP: corrugated plastic or polyethylene pipe
CPS: centipoise second
cu.dm: Cubic Decimeter
cu.m: Cubic Meters
CUF: Commercially Useful Function
CWI: Certified Welding Inspector
cwt: hundredweight 100 pounds
DBE: Disadvantaged Business Enterprise
DBH: Diameter at breast height
DC: direct current
dist.: distillation
dm^3: Cubic Decimeter
DMT: Division of Materials Testing
DTI: Direct Tension Indicator
EW: endwall
est.: estimated
exc: excavation
fi: jacking tension
FRC: Fiberglass Reinforced Composite
f c: specified minimum compressive strength at a specified age
f' ci: required strength at time of transfer
g: gram
ga: gauge or gage
Gsa: Apparent specific gravity
Gsb: Bulk specific gravity
HASP: Health and Safety Plan
HMA: hot mix asphalt or bituminous concrete

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HRB: Rockwell B Scale hardness
HRC: Rockwell C Scale hardness
Hz: hertz
IMC: intermediate metal conduit
IP: internet protocol
IPS: iron pipe size
IWRC: independent wire rope core
JMF: job mix formula
KD: kiln dried
KDAT: kiln dried after treatment
kip: one thousand (1,000) pounds
ksf: kips per square foot
LCD: Liquid Crystal Display
LED: light-emitting diode
LFRD: Load & Resistance Factor Design
L.S.: lump sum
m^2: Square Meter
m^3: Cubic Meters
mbf: one thousand(1,000) foot board measure
MBR: metal beam rail
Mgal: one thousand (1,000) gallons
MH: manhole
MSDS: Material Safety Data Sheet(s)
Mton: Metric Ton
MPT: Maintenance and Protection of Traffic
N.C.: National Course
Pavt.: pavement
PCBC: precast concrete barrier curb
PCC: Portland Cement Concrete
PE: polyethylene
Perf. ACCM Pipe or Perf. ACCMP: Perforated Asphalt-Coated Corrugated Metal Pipe
Perf. CCM Pipe or Perf. CCMP: Perforated Coated Corrugated Metal Pipe
Perf. CPE Pipe or Perf. CPEP: Perforated Corrugated Plastic or Polyethylene Pipe
pfmd.: preformed
PROM: programmable read only memory
psf: pounds per square foot
psi: pounds per square inch
p/s: prestressed
PVC: polyvinyl chloride
QC: Quality Control
QCP: Quality Control Plan
QMP: Quality Management Plan
RAP: reclaimed asphalt pavement
RC: Reinforced Concrete
RCCE: Reinforced Concrete Culvert End
RC Pipe or RCP: Reinforced Concrete Pipe
RFC Request for Change

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RFI	Request for Information
RMC	Rigid metal conduit
SD:	system detector
SDR:	Standard Dimension Ratio (ratio of pipe diameter to wall thickness)
sec.:	second
sol.:	soluble
sp. gr.:	specific gravity
sp. visc.:	specific viscosity
sq.m.:	Square Meter
SSA:	Sole Source Aquifer
SSP:	subspecies
std.:	standard
surf.:	surface
THHN:	Heat-resistant thermoplastic, insulated nylon jacket, ninety (90) degrees Centigrade, six-hundred (600)-volt building wire
THWN:	Moisture- and heat-resistant thermoplastic, insulated nylon jacket, seventy-five (75) degrees Centigrade, six-hundred (600)-volt building wire
tsf:	tons per square foot
TTC:	Temporary Traffic Control
U'drain:	Underdrain
UNC:	Unified National Coarse
USB:	Universal Serial Bus
UTCS:	urban traffic control system
UV:	ultra-violet or ultra-violet light
VAC:	Volts Alternating Current
VDC:	Volts Direct Current
VECP:	Value Engineering Change Proposal
Vert.M:	Vertical Meter
vert.m:	Vertical Meter
VMS:	Variable Message Sign
VOC:	Volatile Organic Compound
VT:	vitrified tile
W:	watt
WSA:	Temporary Waste Stockpile Area

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CHAPTER 1.02 - SUMMARY PROPOSAL REQUIREMENTS; REQUIRED KNOWLEDGE OF CONTRACT, PROJECT, AND APPLICABLE LAWS

1.02.01 - Contract Procurement
1.02.02 - Vacant
1.02.03 - Vacant
1.02.04 - Examination of Request for Proposals, Technical Provisions, General Provisions, Plans, Specifications, Special Provisions and Project Site
1.02.05 - Vacant
1.02.06 - Vacant
1.02.07 - Vacant
1.02.08 - Vacant
1.02.09 - Vacant
1.02.10 - Vacant
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1.02.12 - Conflict of Interest and Unfair Competitive Advantage
1.02.13 - Knowledge of Applicable Laws
1.02.14 - Escrowed Proposal Documents
1.02.15 - Vacant

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1.02.01 - Contract Procurement

The requirements and details of the Design-Build procurement process are described in the RFP. In order to be eligible for award of this Contract, a Proposer must meet the requirements of the RFP and the Contract, as well as any applicable laws and regulations of the State of Connecticut.

1.02.02 - Vacant

1.02.03 - Vacant

1.02.04 - Examination of Request for Proposals, Technical Provisions, General Provisions, Plans, Specifications, Special Provisions and Project Site

The Contractor prior to submitting a Proposal, as a Proposer, was required to examine carefully the site, the RFP, the Contract General Provisions, the Contract Technical Provisions, the Proposal form, plans, BTC, special provisions, specifications, supplemental specifications, and other Contract documents for the Project, as well as any permits or permit applications that are likely to affect the Contract work. The Contractor prior to submitting a Proposal, as a Proposer was required to judge for itself and satisfy itself as to the conditions to be encountered; the character, quality and quantities of the work to be performed; the materials to be furnished; and any other general requirements of the Project.

Unless otherwise specified in the Contract or Contract Provisions, the subsurface information furnished in the Contract Technical Provisions is based on CTDOT's interpretation of investigations made at the specific locations indicated; and CTDOT gives no assurance that the conditions discovered are typical of the conditions at other site locations or that those conditions will have remained unchanged since the field data were obtained. CTDOT also gives no assurance that the presence or absence of subsurface water at the time and locations of these investigations will be representative of actual conditions at the time of construction. The subsurface information as was obtained by the CTDOT for its use in the preliminary design of the Project was available for inspection by Proposers through the Division of Contracts. Also, Proposers were encouraged to arrange through the Division of Contracts to examine, in advance of bidding, at a location to be specified by the CTDOT, any available samples of the materials encountered in the CTDOT's subsurface explorations. The Contractor shall be solely responsible for all assumptions, deductions, or conclusions that it may make or derive from its examination of any CTDOT information, document or sample relating to subsurface Site conditions. In furnishing or making available such information or materials, CTDOT makes no warranty or representation as to the actual conditions that may be encountered or as to the actual nature,

quantities, or distributions of work that will be required from it in the course of the Project.

CTDOT does not intend or warrant that plan sheets furnished to the State by utility companies whose facilities may be affected by the proposed construction will show all proposed utility work that will be done by utility companies or municipal authorities or both before, during, or after the life of this Contract. In addition to the work indicated on such plan sheets, the utility companies and authorities may adjust or remove certain of their installations on or adjacent to the Site other than those indicated on the plans, or they may install facilities not so indicated.

1.02.05 - Vacant
1.02.06 - Vacant
1.02.07 - Vacant
1.02.08 - Vacant
1.02.09 - Vacant
1.02.10 - Vacant
1.02.11 - Vacant

1.02.12 - Conflict of Interest
The work related to this Project may, at any time, raise questions about real or perceived conflicts of interest because of Proposer's, prospective Team Member's, or Contractor's relationship to other entities or individuals. 23 CFR Part 636 Subpart A and Connecticut General Statutes 1-101nn set forth the federal and State law, respectively, regarding conflicts of interest and unfair competitive advantages (collectively called Conflict Situations).

Conflict of Interest
23 CFR Section 636.116 regarding organizational conflicts of interest and to Section 636.103 defines "organizational conflict of interest" under federal law as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair advantage.

With regard to Connecticut General Statutes §1-101nn, CTDOT issued a guidance document on March 2, 2006 to all prequalified consultants and contractors. That guidance letter and the frequently asked questions attached to it (together "guidance document") remain in full force and effect, and are posted on CTDOT's website at:

https://portal.ct.gov/-/media/DOT/documents/dconsultantoffice/consulltr2pdf.pdf?la=en

In addition to the foregoing, CTDOT has identified other situations and occurrences which may be considered a conflict of interest for Proposers on this Project, including without limitation:

a) consultants and/or sub-consultants who assisted CTDOT in the preparation of the RFQ or RFP documents will not be allowed to participate as a Proposer or join a team submitting a Proposal in response to the RFP;
b) firms under contract with CTDOT for the construction of a project elsewhere in the State of Connecticut, and firms under contract with CTDOT for the construction oversight ("CE&I") on the same project, are excluded from participating on the same design-build team (this exclusion does not apply to subcontractors and sub consultants); and
c) firms or individuals employed by owners of properties or businesses that abut or may be affected by the Project will not be allowed to participate as a Proposer or join a team submitting a Proposal in response to the RFP,

Barring any other conflict resulting from state or federal law or CTDOT's March 2, 2006 guidance document, firms and individuals not subject to items (1) through (3) above may work for the Design-Build Contractor and its subcontractors, or CTDOT and its consultants, but may not work for both simultaneously.

Proposers and lead design firms should consider that conflicts may arise during and after the BVDB procurement that may preclude firms from pursuing CTDOT work on which other participants in the Design-Build Proposal are already under contract with CTDOT.

Conflict of Interest and Unfair Competitive Advantage Certification
As part of the RFQ process, the Proposers submitted initial certifications. Once the contract is signed the Contractor shall continue to evaluate whether they, their Key Personnel, subcontractors or any other individuals associated with their team, have a Conflict Situation. Any time, due to a change in personnel status, a conflict or potential conflict is identified the Contractor shall complete and resubmit a Conflict of Interest and Unfair Competitive Advantage Certification (Certification Form). . Any other individuals or subcontractors participating in the Contractor's team, who are aware of an existing or potential Conflict Situation, shall make a disclosure on the Certification Form and forward it to the Contractor for submittal to CTDOT. Failure of the Contractor, Key Personnel, or those with known Conflict Situations to submit the Certification Form(s) may result in CTDOT taking administrative action.

Whenever a Contractor, its Key Personnel, any subcontractor or any individual associated with a Contractor is found to have a Conflict Situation, it shall be disclosed on the Certification Form and the attachments. CTDOT will review the Contractor's suggested actions to be taken to avoid, neutralize, or mitigate such Conflict Situation, and if found acceptable, the matter will be consider resolved and the Contractor will be permitted to continue in that manor. If, CTDOT does not find the Contractor's suggested actions acceptable or sufficient to avoid, neutralize or mitigate a Conflict Situation, then CTDOT will communicate to the Contractor that an unresolved Conflict Situation may exist. The Contractor may offer additional measures to resolve the matter, or it may appeal the decision in accordance with the Appeal Procedure described in this Section.

It is the responsibility of each Contractor to police itself related to Conflict Situations. The Contractor agrees that if, at any time an individual or organizational Conflict Situation develops or is discovered, the Contractor shall make an immediate and full disclosure to CTDOT using the prescribed form. Such disclosure shall include a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict or potential conflict.

Violation of Disclosure Requirements
CTDOT, in its sole discretion, reserves the right to make a determination relative to real or potential Conflict Situations and the Contractor's ability to mitigate such situations. An organization or individual determined to have a Conflict Situation relative to this Project that cannot be mitigated, shall not be allowed to participate as part of the Contractor for the Project. A conflict arising under Connecticut General Statute 1-101nn, as determined by the Office of State Ethics, cannot be mitigated.

If a Conflict Situation is discovered during the performance of the Contract, CTDOT reserves the right to:

- Require any Contractor team member to take any action or supply any information necessary to determine the extent of the Conflict Situation, including without limitation, obtaining an opinion from the Office of State Ethics, and/or;
- Terminate the Contract if, in the opinion of CTDOT, any such relationship would

constitute or have the potential to create a real or perceived Conflict Situation that cannot be resolved to the satisfaction of CTDOT.

Appeal Procedure

If CTDOT finds that an unresolved Conflict Situation exists, the Contractor may appeal such finding to the Commissioner of Transportation. (Note: When the Office of State Ethics has found a situation will violate Conn. Gen. Stat. §1-101nn, CTDOT appeals will not be considered.) Contractors shall promptly forward their appeal to the Commissioner of Transportation, in writing. The appeal must include all Certification Forms submitted to date and present the reasoning and foundation for the firm's position that a Conflict Situation does not exist or that the Conflict Situation may be mitigated by the time it may have an effect on the project. Due to the nature of the process and the time it may take to resolve such issues, the existence of an appeal will not be a valid reason for a time extension or claim. The Contractor must take any steps necessary to eliminate the Conflict Situation in order to proceed with the Project pending the outcome of the appeal.

Findings made by the Commissioner of Transportation regarding these appeals will be considered final.

The Contractor agrees that CTDOT is in no way responsible for: costs associated with an appeal; costs incurred to resolve or mitigate an existing or potential Conflict Situation; or costs associated with mitigation measures, temporary or permeant, due to the existence of a perceived or actual Conflict Situation. All such risks and burdens rest with the Contractor, firm or individual related to the Contractor.

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1.02.13 - Knowledge of Applicable Laws

The Contractor shall be deemed to know and understand all federal, state and local laws, ordinances, regulations and municipal bylaws that apply in any manner to CTDOT projects for which they bid. Such legal requirements shall include, but not necessarily be limited to, those that apply to the Contract work, the equipment and materials to be used on the Project, or the treatment of individuals or classes of individuals in relationship to their involvement with the Project. A Contractor's ignorance of such requirements shall not, in any internal CTDOT proceeding or in any claims or other legal proceeding, constitute justification for the Contractor's failure to consider such requirements in formulating a bid proposal, or for the Contractor's failure to ensure that such legal requirements are met with regard to any CTDOT Project in which that Contractor participates.

The Contractor agrees that if it should be awarded the contract for any Project supported at least in part by federal funding, the Contractor will not knowingly enter into any lower-tier transaction on that Project with a person (including entities) who, by virtue of federal law or regulation, or by voluntary agreement, is currently ineligible to participate in such a Project, unless after disclosure of such ineligibility, such participation is authorized by appropriate federal and State authorities.

CTDOT expects the Contractor to obey municipal laws and regulations and cooperate with municipal officials. In some instances, however, municipal laws or regulations, or the orders of municipal officials, may conflict with necessary Project activities. In most such cases, the municipality does not have the legal power to enforce its laws and regulations upon the State or upon a State Project. This is because the State is protected by its sovereign immunity. If local police or other authorities should attempt to stop the Contractor from carrying out activities that are necessary in order for the Contractor to comply with Contract requirements, the Contractor should politely inform the municipal authorities that they probably do not have jurisdiction over the State's Project, and the Contractor should immediately inform CTDOT of the attempted interference with Project activities. If the municipal authorities continue to insist upon preventing the Contractor from carrying out Project activities, the Contractor should not defy the authorities, but, to the extent possible, should await directions from CTDOT as to how to respond to the attempted interference.

1.02.14 - Escrowed Proposal Documents

Purpose and Scope of Escrowed Proposal Documents

The purpose of escrowed "Proposal Documents" is to preserve documents related to the selected Proposer's Proposal for possible later use in resolving any claims, extra work orders, or litigation between CTDOT and the Contractor that may arise out of the Contract or its performance. This provision is intended to create a spirit of cooperation and an atmosphere of transparency between CTDOT and the Contractor with respect to pricing matters and Contract disputes.

The content requirements of the escrowed "Proposal Documents" were detailed in the RFP for this Contract.

The Escrow Agreement, as executed for this Contract, bound the Contractor to certain terms. They include, among other things, the escrowed Proposal Documents submitted, at that time, by the Contractor, containing all of the information used by the Contractor in preparing its Price Proposal, and that no other Price Proposal preparation information shall be considered by any court, arbitrator, mediator or other arbiter in resolving disputes or claims between CTDOT and the Contractor. The Escrow Agreement will also serve to certify, as stated here, that nothing in the Proposal Documents may be deemed to change or modify the terms or conditions of the Contract. In the event that the Contractor omitted any information or documents required by the RFP, the Contractor shall be deemed to have forfeited and waived its right to use that information in any claim or payment dispute, as well as any right it might otherwise have had to make a claim based in whole or in part on such omitted information or documents.

In the event that the selected Escrow Agent resigns or goes out of business, CTDOT will select another Escrow Agent that meets the requirements of the previous Agent and afford the Contractor an opportunity to be present when the transfer of the Proposal Documents to the new Escrow Agent takes place.

Confidentiality of Escrow Documents

CTDOT will prevent the disclosure of the contents of the Escrow Documents to third parties to the extent that it may practicably and legally do so.

Payment of Costs for Gathering and Preparation of Escrow Documents

CTDOT will make no separate payment to the Contractor for its work and expenses in compiling, reproducing, verifying and delivering to CTDOT for escrow.

CTDOT will pay the storage and escrow charges of the Escrow Agent.

Period for Which Documents Will Remain in Escrow

With respect to the Contractor, the Proposal Documents will be kept in escrow for the life of the Contract and Project and for any period during which the Contractor is allowed by law to file or prosecute a claim of any kind against CTDOT. If such a claim is filed, pressed or prosecuted by the Contractor, or by CTDOT, the Proposer's Proposal Documents will be kept in escrow or, if any of them prove to be relevant to such a claim, or useful to CTDOT in the evaluation or defense against such a claim, they will be kept either in escrow or by CTDOT until such time as each such claim is entirely and finally resolved, by whatever means (whether by agreement of the parties, court order, expiration of applicable limitations periods, or other means).

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Restrictions on Examination and Copying of Escrow Documents
CTDOT may examine or copy the escrowed Proposal Documents at any time that it finds it useful to do so, in CTDOT's sole judgment, for the purposes described in this section , provided that it sends to the Contractor written or email notice of (1) its intention to do so, (2) its reason(s) for doing so, (3) its purpose(s) in doing so, and (4) the material that it intends to examine or copy, at least forty-eight (48) hours in advance of the time that it conducts such examination, informing the Contractor of the date and time when it will do so, and giving the Contractor the opportunity to have a representative present during the examination or copying. The legitimate reasons for CTDOT's examining escrowed Proposal Documents shall include, but not be limited to, (1) determining the costs carried in the Contractor's Price Proposal for specific items of work, (2) negotiating price adjustments or orders for extra work during the course of the Project, and (3) evaluating, defending against, or attempting to settle formal or informal claims by the Contractor against CTDOT for additional compensation or for other legal relief or remedies. The one type of instance in which CTDOT need not give the Contractor the advance notice described above before examining or copying escrowed Proposal Documents is a case in which CTDOT has reason to believe that the Contractor has committed criminal fraud or some other crime and in which CTDOT or an enforcement agency is seeking to examine or copy escrowed Proposal Documents in order to investigate or prove the suspected crime. No escrowed Proposal Documents irrelevant to the broad purposes stated in this Section may be examined or copied by CTDOT.

If a third-party arbiter with lawful jurisdiction over the matter should later determine that such examination or copying by CTDOT was not for legitimate purposes described in this Chapter, the arbiter may bar CTDOT from using the pertinent escrowed Proposal Documents or their content against the Contractor in a formal dispute.

CTDOT agrees to notify the Contractor by postal mail and email of its receipt of any request from a third party (such as a Freedom of Information Act request) to examine, copy, or obtain copies of any of the Contractor's escrowed Proposal Documents as soon as is practicable after CTDOT's receipt of the request. While CTDOT will take the position that the escrowed Proposal Documents should be kept confidential and not disclosed, it will not be obligated to litigate or pursue that issue in formal proceedings of any kind, although it will not prevent the Contractor from doing so itself if it so chooses.

Termination of Escrow and Final Disposition of Documents
CTDOT will promptly authorize the return of the escrowed Proposal Documents to the Contractor by the Escrow Agent when all of the following have occurred: the Contract work (including all extra and remedial work) has been completed; all disputes with or claims against or by CTDOT under the Contract or regarding the Project have been finally and conclusively resolved or legally barred; or, if no such disputes or claims exist, final payment to the Contractor under the Contract has been made and accepted. If these events occur, or if and when CTDOT decides not to execute the Contract with the Contractor at some time after the public Price Proposal opening, then CTDOT will give the Escrow Agent a letter of instruction directing the immediate return of the escrowed Proposal Documents to the Contractor.

1.02.15 - Vacant

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CHAPTER 1.03 - INSURANCE REQUIREMENTS AND COMMENCEMENT OF PROJECT WORK

1.03.01 - Vacant
1.03.02 - Vacant
1.03.03 - Vacant
1.03.04 - Requirements of Performance Contract Bond and Payment Bond
1.03.05 - Vacant
1.03.06 - Vacant
1.03.07 - Insurance
1.03.08 - Notice to Proceed and Commencement of Work

1.03.01 - Vacant

1.03.02 - Vacant

1.03.03 - Vacant

1.03.04 - Requirements of Performance Contract Bond and Payment Bond

In conformance with Section 49-41a of the Connecticut General Statutes, as revised, the Contractor shall:

1. within 30 days after any given Contract payment to the Contractor by the State, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when charges for such labor or materials have been included in a payment estimate paid by the State; and
2. include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors on the Project, whether for labor performed or materials furnished, within 30 days after such subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such subcontractor for the Project.

If the Contractor believes that it has a valid reason for withholding payment for particular work or materials from a subcontractor or supplier, then the Contractor, within 30 days of receiving payment from the State for that work or materials, shall notify the subcontractor or supplier and CTDOT of its reasons for withholding payment.

1.03.05 - Vacant

1.03.06 - Vacant

1.03.07 - Insurance

The Contractor shall carry and maintain at all times during the term of the Contract the insurance coverages required by the Contract.

If the Project includes work on or adjacent to railroad property additional insurance may be required as specified by the railroad. Please refer to the Special Provisions for any additional insurance requirements by the railroad.

Worker's Compensation Insurance

With respect to Project operations that the Contractor performs and those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Workers' Compensation insurance as required by the laws of the State of Connecticut.

Employer's Liability insurance shall be provided in amounts not less than one hundred thousand dollars ($100,000) per accident for bodily injury by accident; one hundred thousand dollars ($100,000) policy limit by disease; and one hundred thousand dollars ($100,000) per employee for bodily injury by disease. Each Workers' Compensation policy shall contain the U.S. Longshoreman's

and Harbor Workers' Act endorsement when work is to be performed over or adjacent to navigable water.

Commercial General Liability Insurance
With respect to Project operations that the Contractor performs and those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Commercial General Liability insurance, including Contractual Liability, Products and Completed Operations, Broad Form Property Damage, and Damage by Independent Contractors.

The Contractor shall maintain products and completed operations insurance for ongoing and completed operations for a period of one (1) year after the acceptance of the Project by CTDOT in accordance with Section 1.08.14. See chart below for applicable minimum coverage amounts.

Contract Amount ($)	Minimum Single Occurrence Amount ($)	Minimum Annual Aggregate Amount ($)
0-2,000,000	1,000,000	2,000,000
>2,000,001-10,000,000	2,000,000	4,000,000
>10,000,000	4,000,000	8,000,000

If underground work is to be undertaken, each policy shall have coverage for and exclusions removed for "Explosion, Collapse and Underground" ("XCU").

Automobile Liability Insurance
The Contractor shall obtain automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project, for all damages arising out of: (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property; in any one accident or occurrence. This policy shall not be subject to an annual aggregate limitation. See chart above for applicable minimum coverage amounts.

Owner's and Contractor's Protective Liability Insurance for and in the Name of the State
With respect to the Contractor's Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the State for each accident or occurrence resulting in (1) bodily injury to or death of persons and/or (2) injury to or destruction of property, insurance for the applicable minimum coverage amounts listed in the chart below.

Contract Amount ($)	Minimum Single Occurrence Amount ($)	Minimum Annual Aggregate Amount ($)
0 - 20 Million	1,000,000	1,000,000
20 Million - 50 Million	2,000,000	2,000,000
> 50 Million	4,000,000	4,000,000

Railroad Protective Liability Insurance
When the Contract involves work within fifty (50) feet of a railroad right-of-way or State-owned rail property, the Contractor shall carry, and require each subcontractor to carry, with respect to Project operations and also those of its subcontractors, Railroad Protective Liability Insurance providing coverage of at least two million dollars ($2,000,000) for each accident or occurrence resulting in (1) bodily injury to or death of persons and/or (2) injury to or destruction of property, and, subject to that limit per accident or occurrence, an aggregate coverage of at least six million dollars ($6,000,000) for all damages incurred during the policy period, and having all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to operate within that affected portion of railroad right-of-way, and (iii) the operator of any railcar licensed or permitted to travel within that affected portion

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of the railroad right-of-way, and (iv) the State.

Blasting
When explosives are to be used in the Project, the Commercial General Liability insurance policy shall include XCU coverage, in limits the same as the per-occurrence policy limits.

Protection and Indemnity Insurance for Marine Construction Operations in Navigable Waters
If a vessel of any kind will be involved in Project work, the Contractor shall obtain the following additional insurance coverage:

1. Protection and Indemnity Coverage of at least three hundred thousand dollars ($300,000) per vessel or equal to at least the value of hull and machinery, whichever is greater.
2. If there is any limitation or exclusion with regard to crew and employees under the protection and indemnity form, the Contractor must obtain and keep in effect throughout the Project a workers' compensation policy, including coverage for operations under admiralty jurisdiction, with a limit of liability of at least three hundred thousand dollars ($300,000) per accident or a limit equal to at least the value of the hull and machinery, whichever is greater, or for any amount otherwise required by statute.

Builder's Risk Insurance
For Facilities construction projects, the Contractor shall maintain comprehensive replacement cost builder's risk (completed value) insurance providing coverage for all work at the Site, including all fixtures, machinery and equipment, any heating, cooling and air-conditioning facilities constituting a permanent part of the building; and providing coverage for all portions of work located away from the Site, but intended for use at the Site. If it is determined that all or a portion of the Project is to be constructed within an area designated as a Special Flood Hazard Area, the Contractor shall maintain flood insurance therefor (no less than ten million dollars [$10,000,000] sublimit). The State of Connecticut shall be named as Loss Payee. Equipment breakdown coverage may be sub limited to fifty percent (50%) of the Project costs.

Professional Liability Insurance
The Contractor shall secure and maintain at no direct cost to the State a Professional Liability Insurance policy, with a company authorized to do business in the State of Connecticut, for errors and omissions, in the minimum amount of four million dollars ($4,000,000) per occurrence. The Contractor shall obtain the appropriate, proper and effective endorsement of its Professional Liability Policy to cover the Indemnification clause in this Contract as the same relates to negligent acts, errors or omissions in connection with the Contractor's Project work. The Contractor may, at their election, obtain a policy containing a maximum two hundred and five-hundred thousand dollars ($500,000.00) deductible clause, but if they should obtain a policy containing such a clause, the Contractor shall be liable, as stated above herein, to the extent of the deductible amount. The Contractor shall maintain this Professional Liability Insurance coverage for a period of at least three (3) years from the date of CTDOT's acceptance of the completed Project, subject to the continued commercial availability of such insurance.

It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. The Contractor agrees, however, to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the Contractor's Project work.

Failure of the Contractor to maintain all insurance coverage required by this Contract shall constitute a material breach of the Contract and shall subject the Contractor to liquidated damages in the amount of ten percent (10%) of the total (adjusted) Contract price, subject to the continued commercial availability of such insurance.

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The Contractor shall also require subcontractors and any other firm providing professional services related to this Contract to acquire and maintain the same levels of insurance for the same timeframes as required above, by making it a requirement of the subcontracts and other Project agreements.

The Contractor's Designer preparing working drawings shall obtain Professional Liability Insurance as specified in Section 1.05.02.

Umbrella Liability Insurance
The Contractor may satisfy the minimum limits required for Commercial General Liability and Automobile Liability Insurance with equivalent Umbrella Liability Insurance. In the event that the Contractor obtains such Umbrella Liability Insurance in order to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the Umbrella Liability Insurance policy shall have an annual aggregate limit not less than twice the single occurrence limit and must specifically name the State of Connecticut as an additional insured. Specifically for Bridge Projects with a low bid price equal to or higher than eighty million dollars ($80,000,000), the Umbrella Liability Insurance policy must have a minimum limit of at least twenty-five million dollars ($25,000,000).

Certificate of Insurance
Before the Contract is executed, the Contractor must provide to CTDOT a certificate of insurance acceptable to the Commissioner and executed by an insurance company or companies satisfactory to the State of Connecticut for the insurance coverage(s) required by this Section and the Contract's Special Provisions. The Contractor shall maintain the required insurance coverages throughout the life of the Contract. The certificates of insurance must clearly include the name of the insureds and identify the projects for which they are being issued.

Copies of Policies
When requested to do so by the State, the Contractor shall, within five (5) business days of the date of the request, provide to CTDOT a copy or copies of all insurance policies required by the Contract. This provision shall survive the termination or other expiration of the Contract.

Sovereign Immunity
The Contractor may not assert the defense of sovereign immunity in the adjustment of claims or in the defense of any claim or suit brought against the Contractor or the State, unless the Commissioner, in writing, requests that the Contractor do so or consents in writing to its doing so.

Contractor Assumes Costs
The Contractor shall assume and pay all costs and billings for premiums, deductibles, self-insured retentions and audit charges earned and payable under the required insurance policies.

State Named as Additional Insured
The State must be named as an additional insured party for the Commercial General Liability and Automobile Liability insurance policies required by this Section or by the Contract's Special Provisions; and for any Umbrella Liability Insurance, as applicable, obtained in accordance with this Section. Each of such policies shall waive right of recovery (waiver of subrogation) against the State of Connecticut.

Termination or Change of Insurance

A. The Contractor shall notify CTDOT of any cancellation of insurance carrier or change in the required insurance coverage by submitting a new insurance certificate to CTDOT immediately following said cancelation or change in required coverage.

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B. It is the responsibility of the Contractor to provide CTDOT with current, updated evidence of all required insurance coverages for the duration of Contract. It is the responsibility of the Contractor to file with CTDOT all renewals and new certificates of insurance issued due to changes in policy terms or changes in insurance carriers; such filings must be made prior to the expiration dates on the forms already on file with CTDOT.
C. Failure of the Contractor to maintain all insurance coverage required by this Contract, subject to the continued commercial availability of such insurance, shall constitute a material breach of the Contract and may result in CTDOT issuing a suspension of work and/or taking other administrative actions. Any delays to the Project or other damages due to the Contractor not maintain or requiring their subcontractors to maintain the required insurance will be deem the sole responsibility of the Contractor.

Valuable Papers and Records
The Contractor shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to the State, until the complete Project design has been accepted by the State and all original tracings, highway and bridge design computations, survey data, documents or data have been returned to the State. This will assure the State that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents will capable of being reestablished, recreated or restored if made unavailable by fire, theft, or other cause. When survey data is furnished by the State it shall retain in its possession duplications of all survey plans and field notes. The Contractor shall retain in its possession duplicates of all products of its work under this Contract, if and when it is necessary for the originals to be removed from its possession during the time that this Valuable Papers Insurance Policy is in force. This policy shall provide coverage in the amount of One Hundred and Fifty Thousand Dollars ($150,000) when the insured items are in its possession and in the amount of Fifty Thousand Dollars ($50,000) regardless of the physical location of the insured items.

Duration of Coverage
The Contractor shall keep all the required insurance in continuous effect until the date that CTDOT designates for the termination of the Contractor's responsibility, as defined by Section 1.08.14.

Compensation
There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary in order to obtain and keep in effect any insurance or bonds in connection with the Project, but the cost thereof shall be considered included in the general Project costs.

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1.03.08 - Notice to Proceed and Commencement of Work

The Notice to Proceed shall authorize the Contractor to proceed with administrative and submission Work required by the Contract, or any applicable code or statute, such as but not limited to the baseline schedule, Quality Management and Quality Control Plans, and other submissions required prior to other work proceeding. The Contractor shall commence and proceed with this administrative and submission Work on the date specified in a written Notice to Proceed issued to it by CTDOT.

Physical Work at the project site, including establishment of staging yards and preliminary investigations for design or construction shall not commence until CTDOT has approved the required submissions for the portion of the project Work the Contractor is requesting to advance.

Procurement of material, fabrication and any other permanent or temporary Work shall not proceed until a "Release for Construction" is provided for that portion of the project Work and other prerequisite Contract requirements are met. The ERC and Final Design processes are detailed in the Contract Technical Provisions.

The date specified for the initial Notice to Proceed will be no later than forty-five (45) calendar days after the date of the execution of the Contract by CTDOT. If CTDOT does not issue a Notice to Proceed to the Contractor within the said forty-five (45) calendar days, the Contractor shall have the option of cancelling the Contract and its Project payment and performance bonds. Any failure by CTDOT to issue a notice to proceed, or to issue one on a timely basis, shall not, however, constitute a breach of the Contract. Neither the Contractor nor any other party may use such a failure as a basis for any claim against CTDOT for damages.

The Contractor shall not begin Project administrative work prior to the date specified for same by CTDOT in a Notice to Proceed, except as may be otherwise authorized by CTDOT in writing.

CHAPTER 1.04 - SCOPE OF WORK

1.04.01 - Intent of Contract
1.04.02 - Change Orders
1.04.03 - Significant Changes in the Character of Work
1.04.04 - Differing Site Conditions
1.04.05 - Extra Work
1.04.06 - Removal and Disposal of Structures on the Site
1.04.07 - Rights in and Use of Materials Found on the Site

1.04.01 - Intent of Contract

The intent of the Contract is to prescribe the scope and details of the design and construction work for which the Contractor has taken responsibility by executing the Contract. The Contractor is required to perform the Project work in full compliance with the Contract, including any Change or Construction Orders to the Contract. Said work includes the furnishing of the completed Project design, all coordination required to complete the project design and construction due to applicable Laws, Codes, Governing Organizational requirements and other requirements, all materials, implements, machinery, equipment, tools, supplies, transportation, labor, and all other things necessary for the satisfactory prosecution and completion of the Project.

The Contractor shall design the Project and construct the Project in accordance with all applicable professional engineering principles and construction practices, and in accordance with all standards identified in the Contract, in a good and workmanlike manner, free from defects. Except as otherwise specifically provided in the Contract, all materials, services and efforts necessary in order to achieve Substantial Completion and Final Acceptance on or before the respective deadlines provide herein shall be the Contractor's responsibility, and the cost of all such materials, services and efforts shall be included in the

Price Proposal.

1.04.02 - Change Orders

This Section sets forth the requirements for Change Orders under this Contract. The Contractor hereby acknowledges and agrees that the aggregate price proposed in the Contractor's Price Proposal (sometimes referred to herein as the "D-B Price" and any additional items listed on the bid proposal) and accepted by CTDOT constitutes full compensation to the Contractor for performance of the Project work, subject only to those exceptions specified in provisions of the Contract.

Change Orders may be requested by the Contractor only for the reasons outlined in the Contract. A Change Order shall not be effective for any purpose unless executed by CTDOT as specified herein.

Change Orders may be issued only for one or more of the following purposes:

1. to modify the BTC or Proposal following award of the contract;
2. to modify the scope of the Project;
3. to revise a milestone or the Contract completion date;
4. to revise the D-B Price; or
5. to revise other terms or conditions of the Contract.

The Contractor must follow the process outlined herein prior to making any revisions to the Contract, BTC, Proposal or performing any work not in the original scope of the Contractor or that may require increased cost to CTDOT

The Contractor agrees that prior to proceeding with work that alters the Contract, BTC, Proposal, in any way they shall notify CTDOT by submitting a Request for Change ("RFC"). The Contractor also agrees that if CTDOT believes that a change is necessary or is proposed through alterations of the design, design submittals, construction submittals or performance, CTDOT may direct and the Contractor will submit an RFC.

All correspondence relating to Contract changes shall be in writing (except in the event of an emergency requiring immediate action).

CTDOT may issue a Change Order of its own accord or require the Contractor to request a Change Order at any time without notice to any Surety or Guarantor, authorizing or requiring changes in work within the general scope of the Contract. All additions to, deletions from, or changes in the Project, as directed by Change Orders, shall be implemented under the conditions of the original Contract.

Prior to proceeding with such implementation, the parties should make every effort to agree to the terms of the subject Change Order in conformity with the provisions of the applicable Contract section, regarding, for example, the matter of whether or not additional Contract time or compensation, or the granting of a credit is warranted. If an agreement related to compensation cannot be reached prior to the need for the affected work to commence, CTDOT, at its sole discretion, may direct the work to proceed, and will determine the amounts of progress payments, if any, that it will make for the changes in Project work.

The Contractor shall not delay Change Order work because of a dispute over the payment for it. The Contractor will proceed with the work as directed, but shall have the right to seek relief related to disputed contractual issues, such as the amount of payment or Contract time given to it in connection with a Change Order, as specified in Section 1.05.01 of this Contract. If the Contractor wishes to pursue a contention that it should have been granted more Contract time than it was given in connection with a Change Order, it must fulfill the requirements in Section 1.08.08 for requesting a time extension, as well as any other applicable Contract requirements with regard to Project scheduling.

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Any adjustments made to the Contract shall not include increased costs or time extensions for delay(s) resulting from the Contractor's failure to provide the information required by this provision.

Request for Change (RFC)
If the Contractor initiates or is directed by CTDOT to submit an RFC, the following requirements shall apply.

All RFCs shall be delivered to CTDOT's project Manager in a form acceptable to CTDOT. Failure to promptly notify CTDOT of such a situation is a cause of forfeiture of the Contractor's entitlement to requested changes or additional payments, as outlined in the Contract. If the Contractor refuses to submit an RFC and CTDOT determines a monetary adjustment of the contract is warranted, CTDOT may make an adjustment to the contract which it determines to be fair and equitable. The adjustment shall be final unless the Contractor supplies documentation satisfactory to CTDOT to warrant further adjustment.

In all circumstances, the Contractor must meet the following requirements before it will be entitled to revise the BTC, requirements of the Contract, the proposal, or request a Change Order.

The Contractor agrees that the filing of an RFC and if necessary the subsequent filing of a related Request for Change Order with CTDOT pursuant to this Section are necessary in order to begin the administrative process for the resolution of the subject issue(s). The Contractor must be deemed to understand that it shall be required to give notice of any act, or failure to act, by CTDOT, or the happening of any event, thing or occurrence that it contends would give rise to a proper RFC, and it must thereafter comply with the remaining requirements of this Section.

RFC
The Contractor shall deliver to CTDOT a RFC stating that an event or situation has occurred within the scope of this Section. The first notice shall be labeled "RFC No. 1," and subsequent notices shall be numbered sequentially.

Each RFC shall be delivered as promptly as possible after the occurrence of the relevant event or situation. Timeframes for certain Notices are detailed in the applicable provisions of the Contract, such as Sections 1.04.04 and 1.08.08.

The RFC shall include the following information:

- the facts underlying the issue;
- the proposed resolution;
- reasons why the Contractor believes that the requested change is necessary;
- whether the Contractor feels that the requested change ought to be a no-cost change, or a credit is being offered, or if additional payment would be required to implement the change;
- the change in the cost of the Work that would be due to the change whether it be an increase or decrease or no change. The Department will add and the contractor must consider CTDOT and road user costs in this calculation;
- In the case of a Contractor requested change the benefit to cost ratio analysis with a justification that the overall benefit to the CTDOT outweighs the cost (include incidental costs);
- details of anticipated or potential schedule impacts, and a statement of whether or not the event or situation warranting the requested change has caused, is causing, or will cause a delay on the critical path of the Project;

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- the dates of the underlying occurrence or circumstance;
- an estimate of the time within which a response to the Notice is required in order to minimize cost, delay, or disruption of Project performance;
- a grouping together or related requested changes, if more than one is being requested, it being understood that CTDOT will decide which of them will be included in a single Change Order.
- A narrative detailing how the Contractor believes the original scope has been changed with supporting correlations from the original scope of the changed scope.

Upon CTDOT's evaluation of the matters set forth in an RFC (whether it is initiated by CTDOT or the Contractor), CTDOT will inform the Contractor of its position related to the RFC and if a Change Order Request is required. Within fourteen (14) calendar days after receipt of a RFC Notice, CTDOT will respond in writing to the Contractor:

- that CTDOT approves or disapproves the request for a no cost change; or
- that CTDOT believes the request requires further information, a monetary change, or change to the contract time and the Contractor must proceed to submit a COR and/or time extension request; or
- denying that a change has occurred; or
- advising the Contractor that the necessary information has not been submitted to decide which of the above alternatives applies, and indicating the needed information and date by which it must be received for further review; or
- advising the Contractor that other provisions of the contract apply and the process to be followed.

Failure of CTDOT to respond to an RFC notice within the prescribed timeframe shall not affect the Contractor's obligation to provide a COR within the time periods specified. Any adjustments made to the Contract shall not include increased costs or time extensions for delay(s) resulting from the Contractor's failure to provide the requested additional information.

Change Order Request

When it has been established that a change of the Project is to be pursued, the Contractor shall promptly deliver a COR to CTDOT.

The COR(s) shall:

- state in detail the facts underlying the issue, the reasons why the Contractor believes that additional compensation or time will or may be due to it, and the date(s) of relevant events;
- identify any documents and the substance of any oral communication relevant to the alleged change;
- state in detail the basis for the position that the work is not required by the Contract, with citations of the applicable Contract provision;
- identify particular elements of the Contract performance for which the Contractor may seek additional compensation;
- provide the data and documents that establish the necessity for and costs of the proposed change;
- provide a proposed revised cost-loaded CPM showing the changes in Project time and costs that would result from implementation of the Change Order. Also provide a narrative step-by-step account and explanation of the schedule revisions that would

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occur if the Change Order were implemented;

- state in detail, consistent with Section 1.08.08, the bases for any request for a Contract time extension or for an accelerated performance schedule, ostensibly necessitated by implementation of the Change Order; and
- provide any other details and supporting information requested by CTDOT.

CTDOT may require design and construction costs to be covered by separate CORs.

Each COR shall be prepared in a form acceptable to CTDOT and shall meet all applicable Contract requirements. Should the Contractor not be able to meet any such requirement due to the contents of the proposed Change Order, the Contractor shall state which requirements it cannot meet and the reasons why it cannot meet them. The Contractor shall furnish, when requested by CTDOT, such further information and details as may be required for evaluating the relevant facts and contentions. The Contractor agrees that it shall give CTDOT access to the Contractor's books, records and other materials relating to its Proposal or to the D-B Project, and it shall cause its Subcontractors to do the same, so that CTDOT can investigate the basis for any such proposed COR. The Contractor shall provide CTDOT with a monthly update to each outstanding, incomplete COR, describing (1) the status of its attempts to meet any previously unfulfilled requirements related to the COR; (2) any changes in the schedule or cost projections that the Contractor previously delivered to CTDOT, and (3) time expended to date on activities related to the proposed COR work; and (4) the amount of time that the Contractor anticipates will be necessary for its completion of the COR-related activities for which it has requested a time extension.

If the Contractor submits a request for an extension of time as part of a COR, either for a milestone or the completion date, in accordance with Section 1.08.08 of the Contract, CTDOT may require the Contractor to submit an alternative COR, including a Recovery Schedule in accordance with the Contract Project Schedule Requirements set forth in the Contract.

CTDOT may reject CORs at any point in the review process. Once the Contractor has provided a complete COR to CTDOT, CTDOT's failure to respond thereto within twenty- one (21) calendar days of delivery of the COR shall be deemed a rejection of the COR. CTDOT shall have no obligation to review the back-up materials associated with any COR until the Contractor has provided it with a complete COR.

Prior to submission by the Contractor of any COR based in whole or in part on facts alleged in a submittal by any Subcontractor to the Contractor, the Contractor must have reviewed all such Subcontractor requests and determined in good faith whether or not the requests are justified as to both entitlement and amount, and the Contractor's COR shall include only those items which the Contractor certifies are justified and which meet all Contract requirements for Contractor-Initiated Change Orders. The Contractor shall include with such COR a summary of its analysis of all Subcontractor request components.

Each COR shall contain a written representation by the Contractor that the amount of time and/or compensation requested includes and takes into account all known and anticipated impacts or amounts, direct, indirect and consequential, that it may incur as a result of the events or matters giving rise to the proposed change(s).

Upon review and approval of the COR by CTDOT, a corresponding Change Order will be issued by CTDOT, incorporating the revised terms into the Contract. Except as directed by CTDOT, and as added by Change Order to the Contract, work that is not part of the original Project work shall be deemed to have been performed voluntarily, and the Contractor shall not be entitled to a Change Order in connection therewith.

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The Contractor shall contemporaneously collect, record in writing, segregate and preserve:

- all data necessary to determine the costs of D-B Work that is the subject of a COR or a PCO, including specific costs associated with Design and Construction, and
- all data necessary to show the actual impact (if any) of the change on each Critical Path with respect to any D-B work that is the subject of a Change Order or PCO, if the impact on the Project Schedule is in dispute between the Contractor and CTDOT.

CTDOT is relying on the Contractor to evaluate promptly, upon the occurrence of any event or situation, its potential effects on the Critical Path, whether or not the Contractor believes that additional compensation or a time extension because of that event is appropriate. If an event or situation occurs that may affect the D-B Price or the Critical Path, CTDOT will evaluate the situation and determine whether or not changes of the Project are necessary in order to bring it within CTDOT's funding and time restraints. The following matters (among others) shall be considered in determining whether or not or how CTDOT has been prejudiced by the Contractor's failure to provide it with timely notice of such an event or situation: the effect of the delay on alternatives available to CTDOT (that is, a comparison of alternatives available at the time when notice was actually given with alternatives that would have been available had notice been given within ten [10] days after occurrence of the event, or when such occurrence should have been discovered in the exercise of reasonable prudence), and the impact of any delay in the giving of such notice by the Contractor on CTDOT's ability to obtain and review objective information contemporaneously with the event. The creation of such prejudice by the Contractor's failure to give timely, appropriate notice of the relevant event or situation may result in denial of the COR.

1.04.03 - Significant Changes in the Character of Work

1. CTDOT reserves the right to make, in writing, at any time during the work, such changes or alterations in the work as are necessary to satisfactorily complete the Project. Such alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
2. If CTDOT alterations in the work significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as CTDOT may determine to be fair and equitable.
3. If CTDOT alterations do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original Project Scope at the time of bid.

1.04.04 - Differing Site Conditions

“Differing Site Conditions” shall mean and be limited to, (a) subsurface physical conditions encountered at the Site differing materially from those indicated in the Geotechnical Data Report or Geotechnical Baseline Report provided by CTDOT or supplementary geotechnical investigations performed by the Design-Builder and which are not discoverable from a reasonable investigation and analysis of the site including subsurface conditions, or latent physical conditions of a non-geotechnical nature which are not discoverable from a reasonable investigation and analysis of the site, (b) physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the type of work provided for in the Contract and the work site characteristics, provided in all cases that the Contractor had no

actual or constructive knowledge of such conditions as of the Proposal submission date.

1. If during the progress of the work, a differing site condition is encountered, as defined above, the party discovering such conditions shall promptly notify the other in writing of the specific details of the differing conditions prior to performing the affected work. The Contractor shall submit any notification of an alleged differing site condition as an RFC.
2. Upon written notification by RFC, CTDOT will investigate the conditions, and if CTDOT determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding loss of anticipated profits, will be made and the Contract modified in writing accordingly. CTDOT will notify the Contractor of the determination of whether or not an adjustment of the Contract is warranted.
3. No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
4. No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.
5. No Contract adjustment will be allowed for subsurface or latent physical conditions differing materially from those indicated in the BTC and Contract that result from the employment of an approved ATC. The Contractor will be responsible to investigate and satisfy itself of the subsurface soil conditions for all ATCs.
6. No Contract adjustment will be allowed for subsurface or latent physical conditions differing from informational plans provided in the BTC or obtained from CTDOT's webpages. The Contractor is responsible to investigate and satisfy itself of the subsurface conditions as shown.
7. The Contractor shall bear the burden of proving that a "Differing Site Condition" exists and that it could not reasonably have worked around the differing condition to avoid additional cost. Each RFC shall be accompanied by a statement signed by a qualified professional setting forth all relevant assumptions made by the Contractor with respect to the condition of the Site. Justification for such assumptions and explaining exactly how the existing conditions differ from those assumptions, and stating the efforts undertaken by the Contractor to find alternative design or construction solutions to eliminate or minimize the problem and the associated costs.

1.04.05 - Extra Work

Extra work is work made necessary by unforeseen conditions or circumstances, or by CTDOT's changes of the Contract, which work is necessary for completion of the Project, but was not included in the original scope of the Project. Such extra work shall be done in accordance with applicable Contract requirements, any relevant specifications and directions given by CTDOT. Regardless of the party that initially identified and notified the other that such work might be necessary, CTDOT shall make the final determination of the necessity for such extra work (based in essential part on information provided by the Contractor through the Change Order process), and shall notify the Contractor as to whether or not CTDOT wants the Contractor to propose a price to perform the work. Such a proposed price shall be accompanied by a detailed breakdown of anticipated costs, as further described below.

Within the time limits set forth in this chapter and other applicable chapters of the Contract, and if requested by CTDOT to do so, the Contractor shall advise CTDOT, in writing, of the compensation that the Contractor requests for the required extra work. The Contractor's request shall be itemized and reasonably detailed and shall provide all known or anticipated direct and indirect costs of the extra work, including, but not limited to, the costs of all safety and other equipment, engineering, small tools, labor, subcontractor work, consumables, field office overhead, home office overhead, insurance, bonding, and profit. The Contractor shall also, as part of its proposed price, submit a revised Contract schedule, taking into account the anticipated effects of the

extra work. If the proposed schedule provides evidence that the extra work would warrant an extension of Contract time, the Contractor shall also submit a request for a time extension, in accordance with Section 1.08.08 and any other applicable section of the Contract. A negotiated Change Order shall specify scheduling requirements, time extensions and all costs of any nature arising out of the extra work covered by the Change Order.

Notwithstanding the foregoing, the Parties may mutually agree to use a multiple-step process of price negotiation, involving issuance of a Change Order that includes an estimated construction cost and provides for a revised Project to be issued after a certain design level has been reached with respect to the extra work, thus allowing a refinement and further definition of the estimated construction cost and schedule impact.

The approved Change Order, when signed by CTDOT, shall become a part of the Contract and shall describe the character and extent of the extra work, together with the bases for granting the Contractor any additional compensation or Contract time. If the Contractor objects to any portion of a Project submitted to it by CTDOT for signing, and if the Contractor is not willing to sign that Order or some portion of that Order, the Contractor must, within fifteen (15) days of its receipt of said Order, return the Order with a letter to CTDOT's Assistant District Engineer administering the Contract, describing specifically what portions of the Order the Contractor finds objectionable, the nature of its objections, and the bases for its objections. If the Contractor does not do so, it shall be deemed to have accepted the terms of the Change Order . If the Contractor believes that direction given by CTDOT changes the scope of Contract work, the Contractor shall submit a PCO with a revised schedule and a cost revision proposal in accordance with Section 1.04.02 hereof and other applicable sections of the Contract, taking all such changes into account. If the schedule is to be revised, it will be revised in accordance with Section 1.08.08 and other applicable Contract provisions.

1.04.06 - Removal and Disposal of Structures on the Site

Any structure on the Site that are not to remain on the Site after completion of the Project shall be removed from the Site and disposed of by the contractor once it is no longer needed for the Project, and any such structure shall then become the property of the contractor, except as otherwise provided by Section 1.10.07 hereof.

1.04.07 - Rights in and Use of Materials Found on the Site

Upon written request of the Contractor and with the written approval of CTDOT, subject to limitations that may be set forth within such approval, any stone, gravel, sand, topsoil or any material from existing bridge substructures, buildings, or other structures, found within the limits of the Project may be excavated or removed and used by the Contractor on the Project, provided that said materials meet the requirements of the applicable Specifications for such materials. Any materials excavated or removed shall not be taken off the Site until and unless CTDOT has specifically authorized such action in writing. The following conditions shall govern these matters:

1. CTDOT will make no additional payment for excavation or removal of materials that would be necessarily be excavated or removed in performing work called for by the BTC The Contractor will not be charged for such materials. Unless otherwise directed by CTDOT, the Contractor shall, without additional compensation therefor, place in the embankment or elsewhere, as appropriate, sufficient suitable material to fill empty spaces left by said excavation or removal of materials.
2. CTDOT will make no additional payment for excavation or removal of materials that had to be done in order to perform Project work in accordance with the BTC; and the Contractor will be charged for such materials at a price to be negotiated with CTDOT. A credit in the amount of the total negotiated price shall be applied to the original D-B Price. The Contractor shall also, without additional compensation, backfill with accepted material the space that such excavated or removed materials had occupied, to the satisfaction of CTDOT, unless otherwise directed by CTDOT.

Surplus material shall not be removed from the Project until and unless CTDOT has specifically authorized such action in writing CTDOT may determine that such material is not surplus, and may order that it be incorporated into the Project.

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CHAPTER 1.05 - CONTROL OF THE WORK

1.05.01 - Authority and Oversight
1.05.02 - Contractor's Submittals
1.05.03 - Conformity with Plans and Specifications
1.05.04 - Coordination of the Contract Documents
1.05.05 - Cooperation by Contractor
1.05.06 - Cooperation with Utilities (including Railroads):
1.05.07 - Coordination with Work by Other Parties
1.05.08 - Vacant
1.05.09 - Authority of CTDOT Inspectors
1.05.10 - Inspection
1.05.11 - Removal of Defective or Unauthorized Work
1.05.12 - Payrolls
1.05.13 - Contractor's Documentation of the Work, and CTDOT Examination and Copying of Contractor's Records
1.05.14 - Termination Clauses
1.05.15 - Markings for Underground Facilities
1.05.16 - Dimensions and Measurements
1.05.17 - Welding
1.05.18 - Request for Information (RFI's)
1.05.19 - Reference Documents and Standards Applicable to Design of the Project

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1.05.01 - Authority and Oversight

CTDOT shall decide all questions as to interpretation of the Contract requirements. CTDOT shall decide on an acceptable rate of progress, on the manner of performance, and on what shall be deemed acceptable fulfillment of the Contract obligations. CTDOT shall have the right to determine the points at which the Contractor may begin Project work and the order in which the work shall be prosecuted in the best interests of the State within the intent of the Contract provisions.

CTDOT, may issue direction to the Contractor regarding a change in the Contract, clarification of a Contract provision, provisional resolution of a dispute concerning the Project, or any other Contractual or Project issue that may arise. Such direction will be given in writing (except in emergency situations in which expeditious, spoken directions may be necessary) and such directions will describe the matter in question as well as the applicable provisions of the Contract and, if pertinent, CTDOT's position concerning the granting of additional compensation or contract time.

The Contractor shall immediately review any such direction and within two working days of its issuance must notify the Assistant District Engineer administering the Contract, in writing, that it either accepts or objects to CTDOT's direction. Failure to respond within the time allowed shall constitute binding acceptance of the direction given.

If an agreement related to compensation cannot be reached prior to the need for directed work to commence, CTDOT, in its sole discretion, may direct the work to proceed, and it will determine the amounts of progress payments, if any, to be made for the work.

All Project work shall be subject to oversight and review by CTDOT's representatives. If a Project-related dispute arises between the Contractor and CTDOT representatives assigned to the Project that those parties prove unable to resolve, the Contractor may submit a detailed written description of the dispute to CTDOT's Assistant District Engineer administering the Contract for further consideration.

It must be understood, though, that at no time may the Contractor, because of its disagreement with CTDOT,

either disregard the orders of CTDOT or halt Project construction unless it is ordered to do so by CTDOT. If the Contractor cannot resolve a Project work or pricing dispute with CTDOT, the Contractor's proper remedy, if any, may be a claim under Connecticut General Statutes Section 4-61, provided that the Contractor can satisfy all jurisdictional requirements of that statute. A Contractor that disregards the orders of CTDOT with regard to the prosecution of Project work, or who refuses to continue Project work because of a disagreement with CTDOT, may be subject to (1) termination of its Contract, (2) a subsequent finding that it is nonresponsible as an apparent low bidder or successful proposer for a CTDOT contract, (3) the assessment of liquidated damages, and (4) to other adverse legal or administrative action by CTDOT.

If the Contractor breaches any of its obligations under this Article, or deviates from any procedure prescribed in this Article, any costs that result therefrom will not be reimbursed by CTDOT.

1.05.02 - Contractor Submittals

Contractor submittals shall be in conformance with the requirements stated elsewhere in the Contract. There are submittal requirements detailed in the General Provisions, Technical Provisions, and subparts to the Technical Provisions, such as but not limited to the Mandatory Special Provisions and Guidance Special Provisions. In addition, there will be submission requirements developed by the Contractor through their development of the final design.

There will be no direct payment for developing and delivering any Project submittals or making them available in the specified format through the electronic document control system or hard copies. The cost thereof shall be considered as included in the lump sum Proposal Price.

1.05.03 - Conformity with Plans and Specifications

All work performed and all materials furnished by the Contractor must, in the opinion of CTDOT, conform to the lines, grades, cross-sections, dimensions and material requirements, including tolerances, shown on the plans and in the Specifications approved by CTDOT. The exception to this is a conflict between documents making up the Contract, in which case the Contractor shall seek a resolution from CTDOT based on the order of precedence stated in Section 1.05.04 hereof. If CTDOT believes that the materials or the finished product in which the materials were used do not conform to the plans and Specifications, but believes nonetheless that the finished product is acceptable, it will then determine whether or not the work will be accepted and remain in place. If CTDOT believes that the work should be accepted, it will issue a Change Order confirming its determination, and may provide therein for any equitable adjustment of the basis of payment that it deems appropriate.

If, in the opinion of CTDOT, any material provided by the Contractor, any finished product in which the materials were used, or any work performed does not comply with the plans and specifications and has resulted in an unacceptable product, the Contractor shall, at its own expense, either cure or remove and replace the unaccepted work and material, as CTDOT directs.

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1.05.04 - Coordination of the Contract Documents

Each of the Contract Documents is an essential part of this Contract, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete set of documents necessary to complete the Project. In the event of conflict among the Contract Documents, the order of precedence shall be as follows:

For Design Related Issues:

1. Environmental Permits
2. Environmental Permit Applications
3. Contract Change Orders
4. Technical Provisions (including Addenda)
5. General Provisions (including Addenda)
7. Proposal Documents amended by clarifications by Oral Presentation or other means
8. Proposal Documents

For Construction Related Issues:

1. Environmental Permits
2. Environmental Permit Applications
3. Contract Change Orders
4. Technical Provisions (including Addenda)
5. General Provisions (including Addenda)
6. Final Design Documents, with specifications contained therein having precedence over plans.
7. Proposal Documents amended by clarifications by Oral Presentation or other means
8. Proposal Documents

Notwithstanding the foregoing, in the event of a conflict within a Contract Document or set of Contract Documents with the same order of priority (including documents referenced therein), or in the event of a conflict pertaining to the order of precedence or other conflict with Contract Documents, CTDOT shall have the right to reasonably determine which provision applies, and if CTDOT makes such determination, it shall do so promptly. Dimensions calculated by applying a scale to graphic representations shall not be considered reliable for the purposes of ordering materials or construction Project elements. The Contractor shall request CTDOT's determination promptly upon becoming aware of such conflict.

Numerical designations of dimensions shall take precedence over dimensions calculated by applying a scale to graphic representations. Neither party to the Contract may take advantage of any obvious error or omission in the Contract. Should either party to the Contract discover such an error or omission, that party shall notify the other party of same immediately in writing. CTDOT will make or require of the Engineer of Record, such corrections and interpretations of the Contract as are necessary, in its judgment, to fulfill the purposes of the Contract that are evident from examining the Contract as a whole.

If the Contract includes work that does not contain an applicable standard, the Contractor shall notify CTDOT of that fact in writing, If CTDOT's documents do not contain such a standard, the Engineer of Record shall, if possible, derive an appropriate specification from applicable AASHTO Specifications or, if necessary, ASTM Specifications. If neither of those sources provides a suitable specification, the Contractor shall seek guidance from CTDOT with regard to the item, and CTDOT will formulate a reasonable specification for the item. When compliance with two (2) or more standards is specified, and the standards may establish different or conflicting requirements for minimum quality levels, the Contractor shall refer such issues to CTDOT for a decision before proceeding with the pertinent work.

1.05.05 - Cooperation by Contractor

The Contractor shall cooperate with CTDOT in all matters relating to the Project, including review of the design of the Project and conducting of inspections during Project construction.

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The Contractor shall have available on the Site at all times during the prosecution of the Project, a copy of the Contract plans and Specifications. The Contractor shall give the Project constant attention in order to facilitate the progress thereof, shall cooperate with CTDOT, and shall promptly comply with all orders and directions of CTDOT.

The Contractor shall at all times during Project construction have on the Site one of its employees who is thoroughly experienced in the type of work being performed, in order to supervise the work and accept directions from CTDOT in that regard. The Contractor shall always notify CTDOT of the identity of said employee representative in advance of the employee's assignment to that position. The Contractor's representative must have full authority to promptly execute and carry out the orders and directions of CTDOT within the terms of the Contract, and to supply such materials, equipment, tools, labor and incidentals as may be required by the Contract or by CTDOT.

1.05.06 - Cooperation with Utilities (Including Railroads)

CTDOT may anticipate that a Project construction activity will require the removal, repair, replacement or relocation of a utility appurtenance. In such an instance, CTDOT, in advance of the commencement of such activity, will notify the affected utilities of the anticipated nature and timing of said activity. CTDOT will endeavor to have all necessary adjustments of public or private utility fixtures within or adjacent to the Project limits made as soon as practicable.

Whenever CTDOT determines that the relocation or adjustment of poles or the overhead plant of public or private utilities (including railroad facilities) is dependent upon the completion of certain required Contract activities, the Contractor shall complete those activities within a reasonable length of time.

Temporary and permanent changes to water lines, gas lines, sewer lines, wire lines, service connections, water or gas meter boxes, water or gas valve boxes, light standards, cableways, signals and all other utility (including railroad) appurtenances within the Site, if they are identified in the BTC, are to be made by others at no expense to the Contractor, except as otherwise provided for in the Contract.

When the Contractor is required by CTDOT to relocate utility appurtenances, such work will be paid for as extra work unless specific bid items for such work appear in the Contract.

If the Contractor, for its convenience or for any other reason, desires a change in the location of a water line, gas line, sewer line, wire line, service connection, water or gas meter box, valve box, light standard, cableway, signal or any other utility (including railroad) appurtenances, the Contractor shall satisfy CTDOT that the proposed relocation will not interfere with the Contractor's or other contractors' Project operations or their ability to perform in accordance with the Project plans, and that said change will not create an obstruction or hazard to traffic. If the requested change of location is acceptable to CTDOT, the Contractor shall make its own request for such relocation work to the utility companies, pipe owners or other parties likely to be involved in or affected by said work. Such relocation work shall be done at the Contractor's expense.

The Contractor shall schedule its operations in such a manner as to minimize interference with the operations of the utility companies or local governments in effecting the installation of new facilities, as shown on the plans, or the relocation of their existing facilities. The Contractor shall consider in its bid all permanent and temporary utility appurtenances in their present or relocated positions and any installation of new facilities required for the Project. CTDOT will not pay any additional compensation to the Contractor for delays, inconvenience or damage sustained by the Contractor due to (i) interference with Project construction caused by the location, condition or operation of utility (including railroad) appurtenances or (ii) the installation, removal, or relocation of such appurtenances; and the Contractor may not make a claim for any such compensation.

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1.05.07 - Coordination with Work by Other Parties

The Contractor shall make every effort to perform its Project work so as not to interfere with other work for the State or other parties. In the case of a dispute with another contractor working for CTDOT concerning their work for the State, or in the case of a conflict between their planned operations or the needs of their work or projects, the Contractor shall bring that dispute or conflict to CTDOT's attention and CTDOT shall decide how it shall be resolved. CTDOT's decision shall be binding upon all of the contractors working for CTDOT who are involved in the matter.

The Contractor shall, as far as possible, schedule and otherwise plan and arrange its work, and place and dispose of its Project materials, so as not to interfere with the operations of other contractors working for the State. The Contractor shall, as necessary to accomplish this goal, coordinate and schedule its work in the way that will interfere least with the work of other parties.

If the Contractor's work or activities under the Contract come into conflict with other activities or work for the State, any financial or other liability arising from such conflicts shall be the Contractor's; and the Contractor shall protect and save harmless the State from any and all damages or claims, and the costs of defending same, which may arise because of inconvenience, delay, financial hardship, or injuries caused to the Contractor or to other contractors as a result of such conflicts, unless:

a) The Contractor notifies CTDOT of such conflicts as soon as the likelihood of such a conflict becomes apparent; or, if such likelihood could not have been foreseen earlier, then as soon as the conflict becomes apparent.
b) The Contractor waits for direction from CTDOT as to how the conflict should be avoided or resolved, and the Contractor does not proceed with the work affected by the conflict until CTDOT has provided the Contractor with such direction.
c) The Contractor follows the directions given by CTDOT for avoiding, resolving, or minimizing the conflict.

The Contractor shall be responsible for the completion of its Contract work, regardless of any interference with, or delay of, that work that may be caused by the presence or activities of other contractors working for the State.

1.05.08 - Vacant

1.05.09 - Authority of CTDOT Inspectors

Inspectors employed by CTDOT are authorized to inspect all work done and all materials furnished for Project construction. Such inspection may extend to any part of the Project work, and to the preparation or manufacture of the materials to be used for same. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner of performing work, the inspector has the authority to reject material or stop the work until the dispute can be referred to and decided by CTDOT. The inspector is not authorized to revoke, alter, enlarge, relax, or release any requirements of the Contract, nor to approve nor accept any portion of the Contract work, nor to issue instructions contrary to the Contract. The inspector shall in no case act as a foreman or fulfill other duties for the Contractor. Any advice that the inspector may give to the Contractor shall not be construed as binding CTDOT in any way, nor as releasing the Contractor from its obligation to fulfill the terms of the Contract.

The conducting, failure to conduct, sufficiency, or accuracy of any inspection does not relieve the Contractor of its responsibility to perform the Project work properly, to monitor its work and the work of its subcontractors, and to institute and maintain Quality Control procedures appropriate for the proper execution of Project work.

1.05.10 - CTDOT Inspection

All materials and each part or detail of the Project work shall be subject at all times to inspection by CTDOT.

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Such inspection may include mill, plant, shop or other types of inspection; and any material furnished under the Contract is subject to such inspection. CTDOT shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor, as CTDOT deems necessary in order to make complete, detailed and timely inspections.

The Contractor shall always notify CTDOT in writing of its intention to perform work (including fabrication) on the Project, including the nature of the particular work it intends to perform, at least five (5) days before the Contractor commences that work. If, after receiving such notice, CTDOT decides that it needs more than five(5) days to arrange for and conduct inspection related to that work, it shall so notify the Contractor, and the Contractor shall refrain from commencing the work until CTDOT has arranged for such inspection. The Contractor may not commence any portion of its work without prior related inspection by CTDOT unless CTDOT agrees otherwise. In the absence of such advance agreement by CTDOT, any work done or material used without inspection by a CTDOT representative may be ordered exposed for examination and testing, and then corrected or restored, all at the Contractor's expense. **In addition, the Contractor shall notify CTDOT in writing by 12:00 PM (noon) each Friday of all scheduled construction activities for the following week.** Scheduling is to be consistent with the critical path and milestones established by the Contract.

If, at any time before CTDOT's acceptance of the Project, CTDOT requests the Contractor to remove or uncover any portion of the Project work for inspection by CTDOT, the Contractor shall do so. After such inspection is completed, the Contractor shall restore such portions of the work to the condition required by the Contract as construed by CTDOT. If the work or material exposed and inspected under this provision proves acceptable to CTDOT, CTDOT shall pay the Contractor for any removal, uncovering or restoration of its previous Contract work that was ordered by CTDOT. CTDOT shall pay for such work as extra work. If the work or material exposed and inspected proves, in the opinion of CTDOT, not to meet Contract requirements, the Contractor shall be responsible for the costs of the ordered work.

1.05.11 - Removal of Defective or Unauthorized Work

Work that does not meet the requirements of the Contract shall be remedied in a manner acceptable to CTDOT, or the Contractor shall remove and replace it in a manner acceptable to CTDOT at the Contractor's expense.

No work shall be done without appropriate lines and grades having been established in the field. Work done contrary to the instructions of CTDOT, work done beyond the lines shown on the plans, or extra work done without CTDOT's prior written direction to perform it will be considered as unauthorized, and CTDOT will not pay for it. CTDOT may order such work to be removed or replaced at the Contractor's expense.

If the Contractor fails to comply with any order of CTDOT made under the provisions of this Section, CTDOT has the authority to cause unacceptable or unauthorized work to be remedied or removed and replaced by a party or parties other than the Contractor, and to deduct the costs of such activities from any monies due or to become due to the Contractor from CTDOT or any other agency of the State.

1.05.12 - Payrolls

For each week of the Project from (1) the first week during which an employee of the Contractor does Project work to which prevailing wage requirements apply, until (2) the last week on which such an employee does such work, the Contractor shall furnish to CTDOT certified copies of payrolls showing (a) the names of the employees who did Project work during the week that was subject to prevailing wage requirements; (b) the specific days, hours, and total numbers of hours that each employee did such Project work; and (c) the amount of money paid to each employee for such Project work. Each such payroll shall include the statement(s) of compliance with prevailing wage laws required by the State of Connecticut and, if applicable, by the federal government. Said payrolls must contain all information required by Connecticut General Statutes Section 31-53 (as it may be revised). For contracts subject to federal prevailing wage requirements, each payroll shall also contain the information required by the Davis Bacon and Related Acts (DBR). All of the payroll

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requirements in this Section shall also apply to the work of any subcontractor or other party that performs work on the Site, and the Contractor shall be responsible for ensuring that each such party meets said requirements.

Every Contractor or subcontractor performing Project work is required to post the relevant prevailing wage rates as determined by the State Labor Commissioner and, on federal aid projects, those determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily-accessible places on the Site.

In addition to this, the Contractor shall supply weekly certified payroll Summaries and Timesheets, meeting the content requirements of the latest version of Connecticut Department of Transportation Pamphlet for Monitoring Consultant Performance and Payment Requests for Construction Engineering and Inspection Services for all design related labor.

1.05.13 - Contractor's Documentation of the Work, and Examining and Copying of the Contractor's Records

1. **Contractor's Documentation:** During performance of Project work, the Contractor shall collect and preserve, in written form acceptable to CTDOT, all relevant data generated in the course of working on the Project. Such data may include, but not be limited to, the following:
   A. Daily labor and equipment reports for the contractor and each Subcontractor working on the Project, for construction related activities.
   B. Daily occurrence logs maintained by the contractor's Project Executive or his Designee(s) for construction-related activities, in which all significant occurrences on the Project will be recorded daily in narrative form, including:
      i. Weather conditions.
      ii. Events and conditions causing or threatening to cause any significant delay or disruption or interference with the progress of the Work.
      iii. Significant injuries to person or property.
      iv. A list of each current activity depicted on the current Project Schedule status submittal.
      v. A daily record of all labor, materials, and equipment expenses that are being incurred. For any Local Agency betterments or utility-related work, such data shall be maintained separately for each Local Agency or Utility. For Hazardous Materials Management, such data will be maintained separately for each site. If it becomes necessary to perform extra work for which a Change Order has not been executed or that may be the subject of a future claim, the contractor will identify that work on separate daily occurrence logs.
      vi. Other documentation required by the Contract.
   C. Quality Control Documentation

   Examining and Copying contractor's Records: The contractor shall permit CTDOT and its duly-authorized representatives to examine and copy all documents and other records of the Contractor relevant to charges for extra work, alleged breaches of contract, or any formal or informal claim for additional compensation or for damages or other relief in connection with the Project.
   The contractor shall also permit CTDOT to examine and copy such of its documents and other records pertaining to the Project as CTDOT may deem necessary in order to determine whether or not the Contractor has complied with all laws, regulations and other governmental mandates, *e.g.*, those relating to labor compliance, affirmative action programs, and equal employment opportunity.

   Examination of Escrowed Proposal documents will be in accordance with General Provision 1.02.14. The Contractor further agrees that it shall keep all documents and other records relating to the Project at least until the expiration of three (3) years after the date of acceptance of the Project by CTDOT. If any claims are brought by CTDOT or the Contractor prior to that expiration, however, the Contractor shall

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keep all such records until the parties to the claims have executed a full and final release from all pending and potential claims regarding the Project. If the contractor does not so keep any such records, it may not assert any formal or informal claim for compensation or damages or other relief that could have been substantiated or disproven to any degree with said records.

The contractor shall ensure that the requirements of this provision are made applicable to and enforced against its subcontractors and suppliers, for the State's benefit, by including the operative language of this Section in its Project subcontracts and purchase agreements.

1.05.14 - Termination for Convenience Clause

The State may terminate the Contract whenever CTDOT determines that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination for Convenience, specifying the extent to which performance of work under the Contract is terminated and the date upon which said termination take effect.

In the case of such a termination, CTDOT will pay the Contractor for the actual Contract work completed prior to the effective date of termination, or as may be agreed by the parties for any items partially completed work. No claim for loss of overhead or anticipated profits shall be allowed.

Materials obtained by the Contractor for the Project, if they have been inspected, tested as required, and accepted by CTDOT, but have not been incorporated into the Project construction, shall, if CTDOT and the Contractor so agree, be purchased by CTDOT from the Contractor at their actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by CTDOT, as shown by actual cost records. If CTDOT does not agree to purchase such materials, CTDOT shall reimburse the Contractor for any reasonable restocking fees and handling costs incurred by the Contractor in returning said materials to the vendor.

Termination of the Contract shall not relieve the Contractor of its responsibilities for its completed Project work, nor shall it relieve the Contractor's surety of its obligation concerning any claims arising out of the work performed, until the requirements of Sections 1.08.13 and 1.08.14 have been met.

1.05.15 - Markings for Underground Facilities

In compliance with Sections 16-345 through 16-359 of the Regulations of the PURA State statutes, the Contractor is responsible for notifying ‘Call Before You Dig” prior to commencing any excavation on the Site, including milling, reclamation or trenching; and the Contractor shall install a warning tape located a minimum of twelve (12) inches (300 millimeters) above all conduits, wires, cables, utility pipes, drainage pipes, underdrains, or other facilities, unless the excavation’s depth, other underground facilities, or other engineering considerations make this minimum separation infeasible. The warning tape shall be of durable impervious material, designed to withstand extended underground exposure without material deterioration or fading of color. The tape shall be of the color assigned to the type of facility for surface markings and shall be durably imprinted with an appropriate warning message. The tape shall also comply with the specific requirements of the utility that owns the facility.

All tapes, unless otherwise directed by the specific utility, shall be detectable with a commercial radio-type metal locator to a depth of at least three (3) feet.

Assigned colors are:

Green: Storm and sanitary sewers and drainage systems, including force mains and other non-hazardous materials.

Blue: Water.

Orange: Communication lines or cables, including, but not limited to, those used in, or in connection with, telephone, telegraph, fire signals, cable television, civil defense, data

systems, electronic controls and other instrumentation.

Red: Electrical power lines, electrical power conduits and other electrical power facilities, traffic signals and appurtenances and illumination facilities.

Yellow: Gas, oil petroleum products, steam, compressed air, compressed gases and all other hazardous material except water.

Brown: Other.

Purple: Reclaimed Water.

Payment for warning tapes shall be included under the D-B Lump Sum Price of the Contract.

1.05.16- Dimensions and Measurements

The Contractor or one of its subcontractors shall verify each dimension that is needed in order to ensure that its work complies with the Contract, and must do so before ordering any material or doing any work for which such dimension is needed. Such dimensions include, but are not limited to, dimensions given on the plans, as well as dimensions of structures in place prior to Project construction or installed in the course of construction. The Contractor or any subcontractor that finds a discrepancy or error in dimensions must report it promptly to CTDOT and may proceed with affected work only after receiving clarification and direction from CTDOT regarding matters concerning the BTC, and clarification and direction from the Designer of Record concerning matters related to the final plans. If there is a discrepancy in plans generated by the Contractor, the Contractor must notify CTDOT of same through a request for change and must obtain CTDOT approval of that change. Any costs for delays, changes, cutting or repairs incurred due to the Contractor's failure to observe the above requirements shall be borne by the Contractor.

1.05.17-Welding

The Contractor shall ensure that all welding of materials permanently incorporated into the Project, and welding of materials used temporarily during Project construction, is performed in accordance with the following codes:

- American Welding Society (AWS) Structural Welding Code – Steel – ANSI/AWS D1.1: Miscellaneous steel items statically-loaded, including, but not limited to, columns and floor beams in buildings; railings; sign supports; cofferdams; tubular items; and modifications of existing statically-loaded structures.
- AWS Structural Welding Code – Aluminum – AWS D1.2/D1.2M: Any aluminum structure or member, including, but not limited to, brackets, light standards, and poles.
- AWS Structural Welding Code – Sheet Steel – AWS D1.3/D1.3M: Sheet steel and cold-formed members 0.18 in.(4.6 mm) or less in thickness used, for instance, as decking and stay-in-place forms.
- AWS Structural Welding Code – Reinforcing Steel – AWS D1.4/D1.4M: Steel material used in the reinforcement of cast-in-place or pre-cast Portland cement concrete elements, including, but not limited to, bridge decks, catch basin components, walls, beams, deck units, and girders.
- AASHTO/AWS – Bridge Welding Code, AASHTO/AWS D1.5/D1.5M: Steel highway bridges and other dynamically-loaded steel structures, including, but not limited to, sign supports and any other fracture-critical structures.

The edition governing the Project shall be the one that was in effect on the date that the Contract was advertised for solicitation of Proposals.

The Contractor is responsible to provide a Certified Welding Inspector in accordance with the above-noted codes. The cost for this service is to be deemed included in the general costs of the Project.

All welders must be certified by CTDOT in accordance with Chapter 6.03 hereof.

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1.05.18 - Request for Information (RFI's)

CTDOT must be copied on all Requests for Information (RFI's) and responses between the Contractor and its designers or other subcontractors and shall be allowed 14 days to comment. The Contractor shall address any comments by CTDOT prior to proceeding with work requiring the RFI.

RFI's to CTDOT shall only come from the Contractor and CTDOT shall be allowed 14 days from receipt of the RFI to respond. If additional information is required from the Contractor for CTDOT to respond to a RFI, the time to respond to such will begin once the Contractor has provided the additional information. The Contractor shall send all RFIs to CTDOT in PDF format for review.

1.05.19 - Reference Documents and Standards Applicable to Design of the Project

CTDOT will electronically provide to the Contractor, upon request, Project-specific reference documents. The partial Project-related reference documents are for the Contractor's information only. The Contractor will be deemed to acknowledge by its receiving of such reference documents that they understand that while those plans have been advanced to the level of detail shown, the selected. Contractor will be required to develop and provide a final, complete Project design based on its Technical Proposal that has been stamped and sealed by its own Designer of record, after review and approval by CTDOT and possibly by third parties. The Contractor must understand it will have to make revisions of or additions to the proposed design in accordance with any comments received during the ongoing plan reviews from CTDOT.

CTDOT makes no representations as to the accuracy or completeness of information contained in any documents not obtained from CTDOT, and it will not be responsible in any way for a proposer's Contractor's reliance on or use of the contents of such documents. Any such documents obtained by the Contractor shall be considered for informational purposes only and may be subject to not represent current conditions. The availability of on-line information does not relieve the Contractor of their obligation to review and become familiar with the plans, specifications, addenda, site conditions, and all other relevant project requirements. The plans, specifications and notices issued by CTDOT take precedence over all information posted on CTDOT's web page.

Published standards of AASHTO and CTDOT, including, but not limited to those standards set forth in the Contract Provisions, will apply to the final design and construction documents to be developed by each Contractor. CTDOT documents are available on CTDOT's web site.

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CHAPTER 1.06 - CONTROL OF MATERIALS

1.06.01 - Source of Supply, Buy America and Material Quality
1.06.02 - Samples and Testing
1.06.03 - Storage
1.06.04 - Defective Materials
1.06.05 - Shipping Material
1.06.06 - Vacant
1.06.07 - Certified Test Reports and Materials Certificates
1.06.08 - Warranties, Guarantees and Instruction Sheets

1.06.01 - Source of Supply, Buy America and Material Quality

1. Source of Supply: A source of supply is defined as the original manufacturer of material(s) used within a Project. A source of supply may fabricate material(s) such as precast concrete structures or hot mix asphalt from components originally manufactured by others. A broker or distributor of material(s) must not be identified as a source of supply.

The Contractor must obtain CTDOT's approval of the source of supply for each of the materials specified in the Contract before beginning delivery of such materials to the Site.

If, at any time, CTDOT discovers that an approved source of supply does not furnish uniform materials, or if the material from any source proves unacceptable to CTDOT, CTDOT will so notify the Contractor. Thereafter, the Contractor shall furnish only CTDOT-approved materials from other CTDOT-approved sources for the Project, and shall use such approved materials to replace any previously-furnished materials rejected by CTDOT. Only materials conforming to the requirements of these specifications and approved by CTDOT shall be used for the Project. No material that, after approval, has in any way become unfit for use shall be used for the Project.

2. Buy America: All permanently incorporated steel and iron used in Project construction must have been produced and fabricated in the United States. It is the express intent of this Specification to require that all manufacturing processes for all steel and iron materials and products to be used for the Project, including the coating of steel and iron, occur within the United States, with the following exceptions:

The Contractor may request, in accordance with Section 635.410(b) (4) of Title 23 CFR, approval to include a minimal amount of foreign steel in Project construction. This amount is defined as 1/10 of 1% of the total Contract price or $2,500.00, whichever is greater. The cost of the foreign steel or iron is defined as its Contract value when delivered to the Site.

The action of applying a coating to a covered material (*i.e.*, steel or iron) is deemed a manufacturing process subject to legal Buy America requirements. Coating includes epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of a material subject to Buy America requirements.

Additionally, the FHWA has granted a nationwide waiver of the requirements of 23 CFR 635.410, Buy America requirements, for the production of pig iron and processed, pelletized, and reduced iron ore. Items not specifically included in the waiver remain subject to the Buy America requirements. The Contractor may request CTDOT to seek from the FHWA a further waiver of said requirements, but it shall be at the sole discretion of CTDOT whether or not to seek such a waiver.

CTDOT will not pay the Contractor for additional costs incurred for of its proposed design or construction due to measures that the Contractor takes to meet Buy America requirements. Materials not meeting the Buy America requirements may not be incorporated into the Project unless a related waiver has been obtained. The Contractor shall submit all requests for such waivers to CTDOT. If CTDOT determines that a waiver or

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pursuit of a waiver is counterproductive to the Project, CTDOT may unilaterally reject the request without forwarding it to the FHWA. Any time or cost expended due to pursuit of such a waiver is the sole responsibility of the Contractor. The Contractor should not assume in formulating its Price Proposal that any such waiver will be granted for the Project.

3. Material Quality: When the Contractor proposes to use materials from a source not currently approved by CTDOT, the Contractor shall submit as a prerequisite to consideration of source approval such evidence as CTDOT may request, showing that the materials from the proposed source meet the Contract requirements and will be available to the Contractor in sufficient quantity to ensure continuous and satisfactory progress of the Project.

Should it become necessary after award of the Contract for the Contractor to obtain material from sources other than those indicated in the statement on materials sources that is furnished by the Contractor prior to award, the Contractor shall furnish a supplementary statement and required samples of said proposed materials to CTDOT not less than ten (10) calendar days prior to placing an order for any such material.

For any material that requires more than one month for delivery, the Contractor shall provide CTDOT with documentary proof that said material has been ordered in sufficient time for the Contractor to complete the Project as planned. Failure to produce such documentary proof will result in a denial of any claim for a time extension based on late delivery of such material.

When one manufacturer's product is specified in the Contract, it shall be understood that this represents the standard required, but that a comparable product of another manufacturer might be considered as an equal if CTDOT judges it to be one, and may be approved as such by CTDOT, unless the plans or Special Provisions indicate that no equal shall be allowed. Should a Contractor desire to use a product that it considers equal or superior to the material specified, the Contractor shall submit to CTDOT a complete description of the proposed product, together with seven (7) copies of shop drawings, cuts and other descriptive literature that will inform CTDOT completely of the nature of such product before CTDOT decides whether or not to approve its use. Such approval shall not change any Contract requirement for a related Certified Test Report and Materials Certificate.

1.06.02 - Samples and Testing

The Contractor must obtain CTDOT's approval of any materials to be incorporated into the Project before beginning to use them for the Project. Approval of materials may be by certification accepted by CTDOT, written permission of CTDOT, or prior approval after documented test or inspection by CTDOT. CTDOT may decline to pay the Contractor for any Project work in which materials not approved in one of these three (3) ways outlined above has been used. Material tests or inspection for acceptance, when required, will be made by and at the expense of CTDOT, unless otherwise noted in these Provisions.

CTDOT certification will be used as the basis for approval of such materials, as the Contract may specify or CTDOT may require. With regard to such materials, the Contractor shall furnish the Department a Certified Test Report and Materials Certificate, complying with Section 1.06.07, as may be required for each type of material. The Contractor shall bear any costs involved in furnishing the Test Report and Certificate.

If the Contractor has purchased materials for use on a previous CTDOT Project, and if they comply with the requirements of this Contract, then those materials, with the approval of CTDOT, may be used for the Project, provided that the Contractor, acting as the materials supplier, submits a related Materials Certificate complying with Section 1.06.07 hereof. This Materials Certificate shall further identify the project for which the material was originally purchased and shall be accompanied by a copy of the original Certificate.

CTDOT will also maintain a current list of approved materials and approved suppliers of those materials.

Samplings made by CTDOT will be as shown in the latest edition of the "Schedule of Minimum

Requirements for Sampling Materials for Test," and tests will be made in accordance with the latest revision of the standard method of AASHTO or ASTM, or in accordance with other standards accepted by CTDOT that are in effect at the time of Proposal submissions, unless otherwise specified on the plans or in the Special Provisions. Any items not covered in the "Schedule of Minimum Requirements for Sampling Materials for Test," Special Provisions, or plans shall be sampled and tested or certified, as directed by CTDOT.

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

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

Materials will be rejected by CTDOT whenever, in its judgment, they fail to meet Contract requirements. CTDOT may accept material or a combination of materials and thereby waive noncomplying test results, provided that the following conditions are met:

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

CTDOT may, in its discretion, waive testing of minor quantities of a particular material if said material was obtained from sources that have furnished supplies of the material consistently meeting CTDOT testing standards.

1.06.03 - Storage

The Contractor shall store all materials for the Project in a way that ensures that their quality and fitness for the Project will be preserved, and that CTDOT will have easy and prompt access to them for inspection purposes. Materials shall be kept on wooden platforms or on other hard, clean surfaces and not on the ground. When so directed by CTDOT, the Contractor shall store materials in a weatherproof building.

The Contractor shall not store materials in any way that would lead to a violation of Chapter 1.10 of these Specifications. Stored materials, even if they have been approved by CTDOT prior to their storage, must be inspected by CTDOT and meet all pertinent Contract requirements immediately prior to use of those materials for the Project.

1.06.04 - Defective Materials

Unless otherwise permitted by CTDOT, all materials not conforming to Contract requirements shall be considered defective, shall be rejected, and shall be removed immediately from the Site.

If deemed necessary by CTDOT, CTDOT may require the retesting of materials previously tested, approved and incorporated into the Project. If, after such retesting, the materials are found not to comply with Contract requirements, CTDOT may, however, allow the Contractor to leave the materials in place, provided that an equitable reduction of the payment for the materials shall be made. No rejected material, the defects of which have been subsequently corrected, shall be used until written approval for such use has been given by CTDOT. Should the Contractor fail to comply with any order of CTDOT made under the provisions of this

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Section, CTDOT shall have authority to remove and replace defective material, and to deduct the cost of such removal and replacement from any money due or to become due to the Contractor under this or any other contract that the Contractor has with the State.

When a material is fabricated or treated with another material, or when any combination of materials is assembled to form a product, any or all of which are covered by the Contract, the failure of any components of the product to comply with the Contract may be sufficient cause for the rejection of the whole combination or product.

Materials that have been shipped from approved deposits or sources of supply, but which are found to be defective upon their delivery to CTDOT, to the Site, or to any testing or storage site approved by CTDOT, shall not be used for the Project.

1.06.05 - Shipping Material

Any conveyance used for transporting materials must be clean when used, be in proper working condition, have a strong and substantial body that will prevent the loss of materials during transportation, and have been approved by CTDOT.

1.06.06 - Vacant

1.06.07 - Certified Test Reports and Materials Certificates

The Contractor shall furnish CTDOT with any Certified Test Report and Materials Certificate required by the Contract, the Engineer of Record, or CTDOT.

The Contractor shall forward the Certified Test Report and Materials Certificate to CTDOT and, in addition, shall deliver a copy of same to CTDOT's inspector at the Site. Materials for which such documentation is required may be conditionally incorporated into the Project prior to receipt by CTDOT of a Certified Test Report and a Materials Certificate; however, payment for such incorporated material will not be made prior to receipt of a Certified Test Report and Materials Certificate indicating that the materials meet the Contract requirements.

The Certified Test Report is a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from a physical test of the subject materials, and shall certify that the materials meet the Contract requirements. Such Report shall also include the following information:

1. Item number and description of materials.
2. Date of manufacture.
3. Date of testing.
4. Name of organization to which the material has been consigned.
5. Quantity of material represented, such as batch, lot, group, etc.
6. Means of identifying the consignment, such as label, marking, lot number, etc.
7. Date and method of shipment.
8. Name of organization performing tests.

The Certified Test Report shall be signed by a duly-authorized and responsible agent for the organization manufacturing the materials, and the signature must be notarized.

A Materials Certificate is a document certifying that the materials, components and equipment furnished comply with all requirements of the Contract plans and Specifications. Such Certificate shall also include the following information:

1. Project for which the material has been consigned.

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2. Name of Contractor to which material has been supplied.
3. Item number and description of material.
4. Quantity of material identified in the certificate.
5. Means of identifying the consignment, such as label, marking, lot numbers, etc.
6. Date and method of shipment.

The Materials Certificate shall be signed by a duly-authorized and responsible agent for the organization supplying the material, and the signature must be notarized.

The Contractor shall be responsible for any testing, Materials Certificates, and inspections required under the Contract or as directed by CTDOT.

1.06.08 - Warranties, Guarantees and Instruction Sheets

Manufacturers' warranties and guarantees furnished for materials used for the Project, as well as instruction sheets and parts lists supplied with Project materials, shall be delivered to CTDOT prior to acceptance of the Project. Each warranty or guaranty so furnished shall indicate its commencement and expiration dates.

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CHAPTER 1.07 - LEGAL RELATIONS AND RESPONSIBILITIES

1.07.01 - Laws to Be Observed
1.07.02 - Permits and Licenses
1.07.03 - Proprietary Devices, Materials and Processes
1.07.04 - Restoration of Surfaces Opened Pursuant to Permit or Contract
1.07.05 - Load Restrictions
1.07.06 - Sanitary Provisions
1.07.07 - Public Convenience and Safety
1.07.08 - Use of Explosives
1.07.09 - Protection and Restoration of Property
1.07.10 - Contractor's Duty to Indemnify the State against Claims for Injury or Damage
1.07.11 - Opening of Section of Project to Traffic or Occupancy
1.07.12 - Contractor's Responsibility for Work
1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities and Services
1.07.14 - Personal Liability of Representatives of the State
1.07.15 - No Waiver of Legal Rights
1.07.16 - Unauthorized Use of Area(s) within the Site
1.07.17 - Vacant
1.07.18 - Use of State Property

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1.07.01 - Laws to Be Observed

The Contractor at all times shall observe and comply with all laws, ordinances, government bylaws, permits, regulations, orders and decrees relating in any manner to the Contract or the conduct of the Project work. The Contractor shall indemnify and save harmless the State and all of its officers, employees and agents against any claim, fine, or other liability arising from or based on the violation of any such law, bylaw, permit, ordinance, regulation, order or decree, whether by the Contractor, its subcontractors or any of their officers, employees or agents. See the last paragraph in Section 1.02.13, however, regarding conflicts between municipal law or authorities and the requirements of Project construction.

1.07.02 - Permits and Licenses

Except as may be provided otherwise in a specific Contract provision or a written direction from CTDOT, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices required by government authorities in connection with the prosecution of the Project.
Under Connecticut law, a commercial vehicle used by a Contractor or vendor in connection with the Project may be subject to Connecticut registration requirements. The CGS require such registration for any vehicle that most often is garaged in this State, or that most often leaves from and returns to one or more points within this State in the normal course of its operation. In addition, a vehicle must be registered in Connecticut if it continuously receives and discharges cargo within this State. Reciprocal registrations as allowed under CGS are acceptable for meeting the registration requirements.

Residence or domicile of the owner, lessor or lessee of the motor vehicle, or the place where the owner, lessor or lessee is incorporated or organized, shall not be a factor in determining whether or not the vehicle must be registered in this State. Failure to register a vehicle, if the law requires it, may result in issuance of a citation for such an infraction, and also may result in administrative action by the Commissioner of Motor Vehicles.

The registration requirement applies not only to the Contractor, but also to its subcontractors, suppliers, and other agents and representatives. It is the Contractor's responsibility to ensure that such entities and individuals comply with this requirement as well. The Contractor shall maintain, on the Site, records that document compliance with this requirement in connection with all vehicles used for the Project.

1.07.03 - Proprietary Devices, Materials and Processes

If the Contractor is required or desires to use any design, device, material or process covered by another party's license, patent, copyright, trademark or other intellectual property or legal right or interest, the Contractor shall provide for such use by suitable legal agreement with the holder of such right or interest.

The Contractor shall provide a copy of any and all such agreements to CTDOT.
If the Contractor is allowed, but not specifically required by CTDOT, to use any particular proprietor's design, device, material or process covered by such a right or interest, the Contractor and its surety shall indemnify and save harmless the State from any and all claims that may be brought against the State, and any and all costs, expenses, and damages that the State may be obligated to pay by reason of any infringement or alleged infringement relating to the use of such right, interest, design, device, material or process at any time during the prosecution or after completion of the Project.

1.07.04 - Restoration of Surfaces Opened Pursuant to Permit or Contract

The Contractor shall not make and shall not allow any other person to make an opening in a highway unless written and duly-authorized permission to do so has been obtained from CTDOT. If at any time prior to the completion of the Project, the Contractor should make such an opening without such permission, the Contractor shall perform all restoration necessary to close said opening, at its own expense, if and as CTDOT directs it to do so.

1.07.05 - Load Restrictions

(a) Vehicle Weights: This sub-Section will apply to travel both on existing pavements and pavements under construction. The Contractor shall comply with all legal load restrictions as to vehicle size, the gross weight of vehicles, and the axle weight of vehicles while hauling materials. Throughout the duration of the Contract, the Contractor shall take precautions to ensure existing and newly-installed roadway structures and appurtenances are not damaged by construction vehicles or operations.
Unless otherwise noted in the Contract, on- and off-road equipment of the Contractor, either loaded or unloaded, will not be allowed to travel on any bridge or highway when such a vehicle exceeds the statutory limit or posted load limit of such bridge or highway. Should such movement of equipment become necessary, the Contractor shall apply for a permit from CTDOT for such travel, as provided in the CGS. A detailed description of the movement of any such vehicles within the Project limits or on detour routes shall be submitted to CTDOT for Project records. Such permit or submittal will not excuse the Contractor from liability for damage to a bridge or highway caused by its equipment.

The Contractor is subject to fines, assessments and other penalties that may be levied as a result of violations by its employees or agents of the legal restrictions as to vehicle size and weight.

(b) Storage of Construction Materials or Equipment on Structures: Equipment when not operating and material when not in the process or being installed is deemed to be storage or in storage. The Contractor shall not exceed the statutory limit or posted limit for either an existing or new structure when storing materials or construction equipment. When such restrictions are not posted on a structure, then the maximum weight of equipment or material stored in each twelve-(12-) foot-wide travel lane of any given span shall be limited to seven hundred and fifty (750) pounds per linear foot combined with a twenty-thousand- (20,000-) pound, concentrated load located anywhere within the subject lane. If anticipated storage of equipment or material exceeds the above limits, then the Contractor shall submit his proposal of storage, supported by calculations stamped by a Professional Engineer registered in the State of Connecticut, to CTDOT for approval at least fourteen (14) days prior to the storage operation. Operations related to structural steel demolition or erection shall follow the guidelines in Chapter 6.03 hereof. All other such submittals shall include a detailed description of the material and equipment to be stored, the quantity of storage (if it is stockpiled materials), the storage location, the gross weight (with supporting calculations if applicable), the anticipated duration of storage, and any environmental safety, or traffic protection that may be required.

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Storage location on the structure shall be clearly defined in the field. If structures are in a state of staged construction or demolition, additional structural analysis may be required prior to authorization of storage.

1.07.06 - Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of its employees as may be necessary in order to comply with the regulations and other requirements of the State Department of Public Health or of other bodies or tribunals having jurisdiction over such matters.

1.07.07 - Public Convenience and Safety

The Contractor shall conduct the Project work at all times in such a manner as to ensure the least possible obstruction to traffic. In a manner acceptable to CTDOT, the Contractor shall provide for the convenience and interests of the general public; the traveling public; parties residing along or adjacent to the highway or Site; and parties owning, occupying or using property adjacent to the Site, such as commuters, workers, tenants, lessors and operating agencies.

Notwithstanding any other Contract provision, the Contractor shall not close to normal pedestrian or vehicular traffic any section of road, access drive, parking lot, sidewalk, station platform, railroad track, bus stop, runway, taxiway, occupied space within a site, or occupied space within a building, except with the written permission of CTDOT.

All equipment, materials, equipment or material storage areas, and work areas must be placed, located, and used in ways that do not create a hazard to people or property, especially in areas open to public pedestrian or vehicular traffic. All equipment and materials shall be placed or stored in such a way and in such locations as will not create a hazard to the traveling public. In any area unprotected by barriers or other means, equipment and materials must not be stored within thirty (30) feet (9.15 meters) of any traveled way.

The Contractor must always erect barriers and warning signs between any of its work or storage areas and any area open to public pedestrian or vehicular traffic. Such barriers and signs must comply with all laws and regulations, including any applicable codes.

The Contractor must arrange for temporary lighting, snow and ice removal, security against vandalism and theft, and protection against excessive precipitation runoff within its Project work and storage areas, and within other areas specifically designated in the Contract.

In addition to meeting other specific Contract requirements, the Contractor shall take all precautions necessary and reasonable for the protection of all persons, including, but not limited to, employees of the Contractor or CTDOT, and for the protection of property, until CTDOT notifies the Contractor in writing that the Project or the pertinent portion of the Project has been completed to CTDOT's satisfaction. The Contractor shall comply with the safety provisions of applicable laws, including building and construction codes, and the latest edition of the CFR. The Contractor must make available for reference in its field office, throughout the duration of the Project, a copy of the latest edition and all supplements of the CFR pertaining to OSHA.

The Contractor shall furnish to CTDOT's representative supervising the Project a report on any accident that occurs on the Site with regard to which the Contractor is required to report under OSHA or any other legal requirement. The Contractor shall also furnish to CTDOT a report regarding any other accident involving personal injury, property damage, or public liability in connection with the Project. The form and detail of such reports must be acceptable to CTDOT.

The Contractor shall designate a competent representative with authority to act in cooperation with CTDOT in the enforcement of safety provisions and promotion of safe practices on and related to the Project throughout the duration of the Project.

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Under Section 1.08.06 hereof, CTDOT may suspend the work of the Contractor if and when the latter does not take the safety precautions required in this Section. Nothing herein shall be construed, however, to relieve the Contractor from responsibility for the prosecution of the Project as otherwise required by the Contract.

1.07.08 - Use of Explosives

The Contractor shall, to the greatest extent possible, avoid using explosives in proximity to existing structures. When the use of explosives is necessary for the prosecution of the Project, the Contractor shall take the utmost care not to endanger life or property.

The Contractor shall take adequate protective measures when engaging in blasting operations, and shall be responsible for any damage resulting from such operations.

The Contractor shall notify each utility with facilities in proximity to the site of such blasting operations, and any other individuals and entities that may be affected thereby, of the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such affected parties to take steps to prevent such blasting from injuring persons or property. Such notice shall not, however, relieve the Contractor from responsibility for damage resulting from its blasting operations.

1.07.09 - Protection and Restoration of Property

The Contractor shall not enter upon private property for any purpose without having obtained written permission to do so from the owner of such property and having provided CTDOT with a copy of same. The Contractor shall use every reasonable precaution to avoid disturbing or damaging public or private property, including, but not limited to, trees and monuments. The Contractor shall use suitable precautions to avoid disturbing or damaging underground or overhead structures or facilities, whether or not they are shown on the plans.

If the Project requires the moving or removal of a land monument or property marker, the Contractor shall not disturb it until a duly-authorized agent of the public or private property's owner has witnessed or recorded the monument or marker's location. The Contractor shall not move or remove such property until and unless directed to do so by CTDOT.

The Contractor shall not remove, cut, injure or destroy trees or shrubs until and unless CTDOT has given it specific written approval to do so.

The Contractor shall be responsible for all damage to property resulting from any act, omission, neglect or misconduct in the Contractor's manner or method of executing its work, or due to its defective work or materials. When or where any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Project work, the Contractor shall restore, at its own expense, such property to a condition as close as possible to that which existed before such damage was done, by repairing, rebuilding or otherwise restoring the property, as may be directed by CTDOT; or the Contractor shall make good such damage in another manner acceptable to CTDOT. If the Contractor fails to restore such property or make good such damage in a way acceptable to CTDOT, CTDOT may, upon 48 hours' notice, proceed to have such property repaired, rebuilt or restored as it may deem necessary; and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract or under any other contract(s) that the Contractor may have with the State.

CTDOT shall mark the locations of underground facilities belonging to the State when given seventy-two (72) hours' notice (excluding Saturdays, Sundays, and State holidays) by the Contractor that it will be excavating or driving material into the ground near such facilities as a part of necessary Contract work. After CTDOT marks the location of such facilities, it will be the Contractor's responsibility to maintain the location markers until no longer needed. Repairs of State facilities located further than one (1) foot (300 millimeters) from the line delineated by such markers shall be paid for by the State.

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1.07.10 - Contractor's Duty to Indemnify the State against Claims for Injury or Damage

The Contractor shall indemnify and save harmless the State, CTDOT and its officers, employees and agents from all suits, actions or claims of any character, name or description brought for or on account of any injury or damage caused to any person or property as a result of, in connection with, or pursuant to the performance of the Contract, including all costs incurred by the State in defending itself against such claims or actions, in proportion to the extent that the Contractor is held liable for same by an arbiter of competent jurisdiction. As much of any money as may be due the Contractor under the Contract as the Commissioner considers necessary for the purpose of such indemnification or holding the State harmless may be retained for such use by the State; and the Contractor's surety bonds may be held until such suit or suits, action or actions, claim or claims, as aforesaid, shall have been settled or otherwise finally resolved and until the Contractor has furnished to the Commissioner suitable evidence to that effect. Such indemnity shall not be limited by reason of any insurance coverage required under the Contract.

It is further understood and agreed by the parties hereto, that the Contractor shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit or formal claims proceeding, including, but not limited to, any suit or arbitration between the State and the Contractor, unless requested to do so by the State.

1.07.11 - Opening of Section of Project to Traffic or Occupancy

Whenever, in the opinion of CTDOT, any portion of the Project has been substantially completed, it may be opened to traffic or occupancy as directed by CTDOT. CTDOT's approval of any such opening shall not be held to be in any way an acceptance of such completed portion of the Project, or as a waiver of any of the provisions of these Specifications, or of any state or federal statutes, applicable building codes, or other Contract provisions. Such approval shall not constitute a basis for claims for damages due to interruptions of, or interference with, the Contractor's operations.

If repair or replacement of any portion of the Project construction becomes necessary because CTDOT has directed that said portion be opened to travel or occupancy prior to completion of the Contract work, the Contractor shall perform that repair or replacement. The Contractor shall perform such work at its own expense, unless CTDOT or an arbiter of competent jurisdiction shall determine definitely that the damage necessitating the repair or replacement was caused by equipment operated by a State employee while controlling snow or ice, or by routine State maintenance operations. In the latter cases, the State shall reimburse the Contractor for the cost of the repair or replacement. If the damage was caused by a traffic accident involving only a vehicle or vehicles that were not owned by the State and were not operated by an agent of the State, the Contractor may seek recovery from the responsible parties, but not from the State. In cases in which guiderail is damaged by the traveling public, CTDOT will pay the Contractor to repair or replace it.

1.07.12 - Contractor's Responsibility for Work

From the date for commencement of construction given in the "Notice to Proceed" until the date when CTDOT relieves the Contractor of responsibility for the Project, the Project construction and Site shall be under the charge and care of the Contractor; and the Contractor shall take every necessary precaution against damage to the same or any part thereof by the action of the elements or from any other cause, including either execution or non-execution of Project work. The Contractor shall rebuild, repair, restore or otherwise make good, at its own expense, all damage to, or impairment of, any portion or purpose of the Project that results from any of the above causes prior to completion of the Project, except as provided in Section 1.07.11 hereof.

1.07.13 - Contractor's Responsibility for Adjacent Property, Facilities and Services

The Project work shall not commence until the Contractor has made all arrangements necessary to protect all property and facilities adjacent to the Site, including, but not limited to, those of utilities, from damaging or disruptive effects of Project operations. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may

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progress in a reasonable manner, that duplication of such utilities work may be kept to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption of water or utility services as a result of accidental breakage of facilities, or as a result of related facilities being exposed or unsupported, the Contractor shall promptly notify the affected utilities, law enforcement authorities, and CTDOT of same. The Contractor shall cooperate with said parties in the restoration of such services as promptly as possible. In no case shall the Contractor leave the Site until the interrupted service has been restored. Fire hydrants shall be kept accessible at all times, and no materials shall be left within fifteen (15) feet (five [5] meters) of any fire hydrant.

1.07.14 - Personal Liability of Representatives of the State

In carrying out any of the provisions of these Specifications, or in exercising any power or authority granted by the Contract or by law or regulation, the Commissioner, CTDOT Engineers, and their authorized representatives, including consultant engineering firms and their employees, shall be subject to no liability, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the State.

1.07.15 - No Waiver of Legal Rights

The Commissioner reserves the right, should CTDOT discover an error or omission in the Contractor's Project work, or proof of defective work done or material used by or on behalf of the Contractor for the Project, either before or after the acceptance of the Contract (even after the final payment has been made to the Contractor) to retain and apply monies owed to the Contractor under any State contract, or to claim and recover by process of law such sums, in order to correct any error or make good any omissions, errors or defects in the Project work or materials.

1.07.16 - Unauthorized Use of Area(s) within the Site

The use of any area within the Site for any purpose other than construction of the Project, without prior written authorization to do so from the Commissioner, is prohibited.

Any request by the Contractor for authorization of such special use must include details describing the proposed use and its purposes. If the proposed special use would involve the Contractor's making any lease or any profits in connection with the proposed use, the Contractor must enter into an agreement with the State for an equitable sharing with the State of any profits to be derived therefrom before such use may be authorized.

1.07.17 - Vacant

1.07.18 - Use of State Property

The Contractor may not use State property for any purpose or activity other than carrying out the activities required by the Contract, except with the prior written consent of CTDOT.

Such other activities, which require CTDOT's advance consent, include, but are not limited to, the establishment of staging areas, storage areas, asphalt plants, concrete plants, or gravel/borrow pits; or the conduct of screening, crushing, manufacturing, or mining operations.

Any permitted use of the Site or other State property for such other purposes or activities must be for the performance of the specific Contract only, and must be at no cost to the State. In addition, the Contractor may not assert or bring any claim or formal proceeding for damages or additional compensation based on either the approval or denial of a request to make such use of the Site or other State property.

Under no circumstances shall the bulk storage of fuel or lubricants by the Contractor or its agents be permitted on State property. Nor shall the Contractor store any hazardous materials on State property other

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than those that are integral to the Contractor's performance of the Contract, as allowed by the Contract or in writing from CTDOT. The Contractor shall have the responsibility and duty to ensure the proper storage, handling, management and disposal of any such hazardous materials. The Contractor shall be liable to CTDOT for all remedial or punitive costs, damages or penalties incurred by CTDOT as a result of the Contractor's failure to fulfill this duty.

CTDOT may require environmental testing of the affected site at the Contractor's expense both prior to and upon completion of the Contractor's permitted use of the Site or of other related State property. The Contractor shall be responsible for ensuring that such a site is restored to the condition required by CTDOT and that all contaminants deposited on the site by the Contractor or its agents are removed and properly disposed of. All such restoration and removal activities must be carried out at the Contractor's expense and must be carried out in accordance with the provisions of CTDOT's Best Management Practices, any applicable environmental permits, and all other applicable State or federal laws or regulations.

The Contractor must submit any request to use State property for a staging or storage area to CTDOT's District Engineer at the District Construction Office. The following information, at a minimum, must accompany such written request:

a. A detailed description of the proposed operation or other use of State property.
b. A site plan detailing the proposed location of any operations, materials, or facilities related to the requested use, including any appropriate sedimentation or erosion controls.
c. An area plan detailing anticipated ingress to and egress from the site of the proposed activity or the Site, as appropriate, and indicating the location of and proximity to residential or occupied buildings in the vicinity.
d. Copies of any related, required or affected environmental permits.
e. A detailed listing or description of the anticipated dates and hours of the proposed operations or activities.
f. Photo documentation (a minimum of twelve 8x10-in. color photographs) (i) of the preconstruction condition of each site of the proposed activities and (ii) of adjacent property at the boundaries of those areas. If the site to be used or affected is State property that lies outside of any CTDOT right-of-way, the Contractor must also obtain from other State agencies all necessary or appropriate authorizations for the proposed use(s) of State property.

Any request by the Contractor relating to a proposed use of State property for activities other than the establishment of a construction staging or storage area must also be submitted to CTDOT's District Engineer at the District Construction Office and must include the same information required by (a) through (f) of the preceding paragraph. In addition, in connection with such other requests, the Contractor must submit to CTDOT's District Engineer:

a. written confirmation from the municipality or municipalities in which each affected site is located that each such municipality has no objection to the proposed use or activity; and
b. a license agreement with CTDOT, executed by the Contractor, on terms acceptable to CTDOT, defining the nature and scope of the proposed use or activity.

Gore areas are not available for disposal of surplus material.

For any request to establish or operate an asphalt batching or continuous mix facility, the Contractor must also provide to CTDOT's District Engineer at the District Construction Office a map detailing the outermost perimeter of the proposed facilities and operations, showing all related and potentially-affected structures, land uses, watercourses, wetlands, and other areas of environmental concern within one-third of a mile (.50 km) of the facility or operation perimeter. No such facility will be permitted on State property where any hospital, nursing home, school, area of environmental concern, watercourse, or residential housing exists within one-third of a mile (.50 km) of the perimeter of the facility or operation (as per Public Act 98-216).

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CHAPTER 1.08 - PROSECUTION AND PROGRESS

1.08.01 - Transfer of Work or Contract
1.08.02 - Establishment of Construction Field Office
1.08.03 - Prosecution of Work
1.08.04 - Limitation of Operations
1.08.05 - Personnel and Equipment
1.08.06 - Suspensions of Work Ordered by the Engineer
1.08.07 - Determination of Contract Time
1.08.08 - Extension of Time
1.08.09 - Failure to Complete Work on Time
1.08.10 - Termination of Contract for Cause
1.08.11 - Final Cleaning Up
1.08.12 - Final Inspection
1.08.13 - Termination of the Contractor's Responsibility
1.08.14 - Acceptance of Project

1.08.01 - Transfer of Work or Contract

The Contractor shall perform with its own organization Project work with a value under the Contract of at least 50% of the original Proposal Price. If the Contractor sublets, sells, transfers, or otherwise disposes of any part of the Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, without the Commissioner's prior written consent thereto, the Contractor will not be relieved of any Contractual or other legal responsibility in connection therewith. Such an unauthorized act by the Contractor shall constitute a material breach of the Contract, and the Commissioner may, in such a case, terminate the Contract without further compensation to the Contractor. No payment will be made for such transferred work until and unless such written consent is provided by the Commissioner.

The Contractor shall not knowingly enter into any lower-tier transaction on a CTDOT project with any person or entity which, under any federal or state law or regulation, or by voluntary agreement, is currently debarred or disqualified from bidding for construction contracts or participating in construction projects in any jurisdiction within the United States, unless after disclosure of such ineligibility, such participation is authorized by appropriate federal and State authorities, including the Commissioner.
The Contractor shall include the following alternative dispute resolution clause in all of its Project subcontracts: "For any dispute arising out of the agreement between the Contractor and a subcontractor, including claims of late payment or non-payment, that cannot be settled within sixty (60) days of the subcontractor submitting a written claim to the Contractor, either party may bring the dispute before a recognized alternative dispute resolution entity for resolution. If the parties do not agree upon a particular dispute resolution entity for that purpose, the dispute shall be resolved under the auspices and construction arbitration rules of the American Arbitration Association, or under the rules of any other alternative dispute resolution entity approved by CTDOT either generally or for the specific dispute. CTDOT may not be made a party to formal arbitration regarding such a dispute. These rights and restrictions may not be waived, and if these provisions are not included in the Contractor's subcontracts for the Project, these provisions shall nonetheless be read into them."

The Contractor shall pay each of its subcontractors for work performed by it within thirty (30) days after the Contractor receives payment from the Department for the work performed by that subcontractor. Withholding retainage by the Contractor, subcontractor or lower tier subcontractors is not allowed. Payment for work that has been performed by a subcontractor does not eliminate the Contractor's responsibilities for that work, as stated in Section 1.07.12 hereof, "Contractor's Responsibility for Work." Payment for work that has been performed by a subcontractor also does not release the subcontractor from its responsibility for maintenance and other types of subcontractor responsibility specified for the subcontractor's items of work. Failure of a subcontractor to meet its maintenance or warranty or responsibilities, or its

responsibilities to repair, replace, or remove defective work or materials, may result in administrative action against it in connection with future CTDOT awards or contracts.
For any dispute regarding prompt payment, the alternate dispute resolution provisions of this article shall apply.

The above requirements are also applicable to all sub-tier subcontractors, and the above provisions shall be made a part of all sub-tier subcontract agreements.

Failure of the Contractor to comply with the provisions of this Section may result in a finding that the Contractor is nonresponsible as a Proposer or apparent low bidder for a future CTDOT contract.

1.08.02 - Establishment of Construction Field Office

Within ten (10) calendar days after the signing of the Contract by the parties, the Contractor shall propose in writing to CTDOT a field office location within one (1) mile of the Site. The proposal shall include the office telephone number to be used, the nearest utility pole number, and the distance from that pole to the proposed field office. The office shall be made acceptable to CTDOT and available for use, arranging for all required utility hookups, local permits and inspections, within thirty (30) days of CTDOT's order to establish the office. Such order shall not be deemed the "Notice to Proceed."

1.08.03 - Prosecution of Work

The Contractor shall commence construction operations with that part of the Project designated for such commencement in the progress schedule that it submitted to CTDOT, unless CTDOT directs the Contractor to commence with a different part of the Project. The work shall be conducted in such manner and with sufficient materials, equipment and labor as are necessary to ensure completion of the Project in accordance with the Contract within the Contract time. The Contractor shall notify CTDOT of its intention to commence or recommence any Project operation at least forty-eight (48) hours in advance of doing so. The Contractor shall also give CTDOT such advance notice of any intent to discontinue any Project operation, unless emergency conditions make it impracticable to give such notice so far in advance. CTDOT retains the right to disallow such commencement, recommencement or cessation of operations.

1.08.04 - Limitation of Operations

The Contractor shall plan and perform the Project work in such a manner and in such sequence as will cause as little interference as is practicable with vehicular, railroad, aircraft, pedestrian or other traffic. The Contractor shall cooperate with any utilities involved in or affected by Project operations and shall schedule its operations in accordance with Section 1.05.06 hereof.

The Contractor shall give CTDOT a minimum of seven (7) days advance written notice of any proposed changes in Project activities that will alter vehicular traffic patterns, cause lane shifts, detours, temporary closure of a lane, permanent closure of a lane or lane reductions, or cause any other alteration of railroad, aircraft, pedestrian or other traffic patterns, affecting usage of such transportation facility by the traveling public. This advance notification will allow CTDOT to publish news releases and provide public radio announcements to inform the public of revised traffic patterns or possible traffic delays. Failure of the Contractor to provide such timely notice will subject the Contractor to stop-work orders until such time as the seven (7) days of required notice have run from either the Contractor's giving of the relevant notice or CTDOT's discovery of the pertinent alteration of traffic conditions.

1.08.05 - Personnel and Equipment

The Contractor shall assign to the Project only personnel who are careful and competent. All persons performing Project work shall have the skill, experience, and licenses necessary for performing their work well and lawfully.
The Contractor identified Key Personnel in its SOQ and Proposal that it has assigned or will assign to the Project, stating the specific role that each person would play in Project work. Those identifications will be

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deemed a binding commitment once the Contract is awarded and those identified "team members" will, in fact, play the designated roles in Project design and construction. The Contractor is precluded from substituting, replacing, or removing any of the Key Personnel without the written consent of CTDOT to do so. If the Contractor believes that a substitution for any identified Key Personnel is warranted at any time (due to an intervening event), the Contractor shall so notify CTDOT in writing, providing details of the proposed change and the reasons for it. CTDOT shall not withhold such consent unreasonably. Proposed substitutions for such identified Personnel shall have equal or better credentials than the Personnel that they would be replacing. Should the substituted Personnel, in the opinion of CTDOT, prove to not meet or exceed the experience and training that the original team member possessed, CTDOT may demand the removal from the Project the Personnel in question.

Prior to the start of Project work, the Contractor shall designate other needed supervisory staff in other positions to be responsible for the Project work. Should any removal of a designated person from the Project or from his or her designated position or area of responsibility become necessary, the Contractor shall notify CTDOT of that necessity and shall identify a replacement. The Contractor is cautioned that special qualification and notice requirements apply to Key Personnel. These requirements are described in the Request for Qualifications (RFQ). For other personnel appointments, the Contractor shall provide proof that the person meets any applicable requirements of this Section.

CTDOT may demand the removal from the Project, or from his or her Project position or responsibilities, of any person employed by the Contractor who is, in the opinion of CTDOT, guilty of misconduct on a CTDOT project, or does not meet or exceed the experience and training required by the Contract, or incompetent or negligent in fulfilling duties or performing work on a CTDOT project, or who neglects or refuses to comply with directions given by CTDOT in connection with such a project. Following such a demand for his removal, such person shall not work again on any CTDOT project without the prior written consent of CTDOT. Should the Contractor, following such a demand for removal, continue to employ or again employ such person on any CTDOT project without the required consent of CTDOT, the Commissioner may withhold all estimated payments that are or may become due to the Contractor for the Project, or CTDOT may shut down the Project until the Contractor has complied with CTDOT's orders concerning that person. Such shut down shall in no way relieve the Contractor of any obligation contained in the Contract or entitle the Contractor to pursue a related claim or Change Order. Once CTDOT tells the Contractor that it is satisfied with the Contractor's response to its directions in such a matter, the Contractor shall promptly resume Project work. The use of convict labor on projects funded in whole or in part by the federal government is prohibited.

The Contractor shall furnish whatever equipment is necessary for the Project as is necessary for the Project to be constructed in a manner and at a rate of progress acceptable to CTDOT. Equipment used on any portion of the Project shall not be used in any way that may cause injury to the roadway, adjacent property, or other property on or adjacent to the Site, unless such damage is allowed by CTDOT for the purposes of the Project.

The Contractor may submit to CTDOT a request to use equipment or methods other than those specified in the Contract. If CTDOT so directs, there shall be a trial of such equipment or methods. If the results of the trial are satisfactory to CTDOT, the Contractor may begin using the proposed equipment or method on the Project. Failure of the equipment or method to meet the specified Contract performance standards in the course of the specified trial, or, in the absence of such standards, a failure to perform to the satisfaction of CTDOT, shall be cause for rejection of any such method or equipment, and any work performed with either. Such rejected equipment or work shall be removed immediately from the Site and, if deemed necessary by CTDOT, replaced with acceptable equipment or work.

1.08.06 - Suspensions of Work Ordered by CTDOT

CTDOT may suspend the Project wholly or in part, for such period or periods as it considers to be in the best interests of the State, including, but not limited to, the interests of public necessity, convenience, or safety.

During such periods of suspension, and subject to any related directions from CTDOT, the Contractor shall

store all materials and equipment in a way that will keep them from obstructing or impeding the traveling public unnecessarily, and that will keep the materials from being damaged; shall take all reasonable measures to prevent damage to the work performed; shall provide suitable drainage of the roadway and Site by opening ditches, shoulder drains, etc., as appropriate; and shall erect temporary structures to prevent damage to the Project or to other property, and to protect the public, where and when necessary.

The Contractor shall maintain the Site and all roadways and buildings thereon in a condition safe for travel or occupancy, as appropriate, and shall maintain all required barricades, signs, and lights during the period of suspension:

(1) If CTDOT orders in writing that performance of all or any portion of the Project shall be suspended, or that it shall be delayed for an unreasonable period of time (*i.e.*, a period not customary or of a kind that an experienced contractor should know might occur on a construction project, or inherent in the nature of construction activities), and if the Contractor believes that additional compensation or Contract time is due to it as a result of such suspension or delay, the Contractor shall submit to CTDOT in writing a request for a related Contract adjustment within seven (7) calendar days of the Contractor's receipt of a direction from CTDOT to recommence work. The request shall set forth the specific reasons and support for the requested adjustment. No Contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.

(2) If CTDOT agrees that the expenditures of time or money required for the Contractor's performance of the Contract have increased as a result of such suspension or delay, and if the suspension or delay was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any tier, and was not caused by weather, CTDOT will make an appropriate adjustment of Contract time or payment (excluding any profit) under the Contract. CTDOT will give the Contractor written notice of its determination as to whether or not the requested adjustment of the Contract is warranted and will be made.

(3) In addition to the other limits and requirements imposed by this Section, no Contract adjustment will be allowed under this Section to the extent (a) that the Project work would have been suspended or delayed by any cause other than the ones identified appropriately in the Contractor's request, or (b) that the requested adjustment or type of adjustment is provided for or barred by another provision of the Contract.

(With regard to Items 1-3, refer to 23 CFR, Section 635.109, "Standardized Changed Condition Clauses," Required FHWA Contract Specification.)

1.08.07 - Determination of Contract Time

Unless the Contract requires Project completion by a specified date, the number of calendar days allowed for the completion of the Project will be fixed by CTDOT and will be stated in the Contract (the "Contract time"). If at any time the Contractor submits a schedule showing completion of the work more than thirty (30) calendar days in advance of the Contract time or completion date, CTDOT will issue a no-cost CO revising the allowable Contract time or completion date to that shown on the Contractor's schedule.

When the Contract time is on a calendar-day basis, it shall be the number of consecutive calendar days stated in the Contract, INCLUDING the days from December 1 through March 31 of each year. The Contract time will begin on the date for commencement of Project work designated in the Notice to Proceed and will be tallied on a consecutive-day basis, including all Saturdays, Sundays, holidays, and non-work days.

The total elapsed time in calendar days, computed as described above, from the commencement date specified in the Notice to Proceed to the date of "Substantial Completion" in CTDOT's "Notice of Substantial Completion" shall be considered as the time used for performance of the Contract work.

Suspension involving cessation of work on all items, except minor construction not affected by or connected

with the cause of suspension, shall be considered total suspension. In case of a total Project suspension ordered by CTDOT, not due to any fault of the Contractor, the elapsed time during which the Project is suspended will not be charged against the Contract time. Work of an emergency nature ordered by CTDOT for the convenience or safety of the public or the protection of the Project work, if performed during a period of total suspension, will not be charged against Contract time. No such time allowance will be granted in case of partial suspension; provided, however, that the Contractor may request and CTDOT may grant permission to perform specific limited operations during such a partial suspension, in which case Contract time chargeable for those operations shall be negotiated and agreed to in writing before such operations may commence.

1.08.08 - Extension of Time

The Contractor may present to CTDOT a request in writing for an extension of Contract time if the time necessary for completion of the Project has been increased due to extra or added work or delays resulting from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, except for weather or seasonal conditions (unless extraordinary and catastrophic). Such causes include, but are not restricted to, natural catastrophes, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, the presence of utility facilities (including railroads), fires, strikes, floods, or delays by suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or such suppliers.

The Contractor's plea that insufficient Contract time was allowed under the Contract before commencement of the Project is not a valid reason for extending the Contract time. Requests for an extension of time, with adequate substantiation, must be presented within 60 calendar days from the event that is the basis of the request or from the first effect of such an event on the Project. The Contractor will be responsible for providing all the documentation necessary to support the reasonableness of the additional time requested. This shall include a Critical Path Method Schedule Analysis and accompanying narrative that includes the specific dates and number of days for which the extension is sought, the basis or bases for the extension, and the schedule analysis illustrated in a graphic representation of the schedule impacts such as a bar chart or other type of graphical schedule. The critical path is a sequence of activities in a project wherein none of the activities can be delayed without affecting the final project end date.

Such requests will be granted by CTDOT to the extent that it deems to be fair and reasonable. Requests will not be considered if based on delays caused solely by conditions existing at the time that the bids were received and of which the Contractor might reasonably be expected to have had full knowledge at that time, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the Project as to materials, labor or equipment. For all Project delays or time increases, except as provided below, additional Contract time is the sole remedy that the Contractor may have, and such periods of additional Contract time shall be deemed "Non-Compensable Delays." For delays caused by the State in its Contractual capacity, the Contractor may, in addition to a time extension, request additional compensation to reimburse it for damages sustained as a direct result of such delay, and such periods of extended Contract time may be deemed "Compensable Delays."

The period of a compensable delay is limited as follows: (1) it may not include time more than sixty (60) days prior to CTDOT's having received written notice from the Contractor, with adequate substantiation, of its intent to claim damages for the delay; and (2) it may not include periods of delay for which the State was responsible, but during which the Contractor experienced concurrent delays for which the State was not responsible. Damages for periods of Project delay for which the State had sole responsibility shall be limited to the increased costs incurred by the Contractor (which shall not include anticipated or lost profits), which the Contractor substantiates and which the Contractor shows were caused by such delays.

Each time extension request shall be accompanied by a preliminary analysis meeting the requirements of this Section and of the Scheduling Specifications in the Contract. A documented final analysis of the alleged impacts shall be submitted to CTDOT no later than 30 calendar days after the end of the delay. During the

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time between the preliminary and final analysis, the delay shall be documented in updated Project progress schedules submitted in accordance with the Contract requirements.

The Critical Path Method Schedule Analysis shall include at a minimum:

1. The manner in which the Contractor planned to construct the Project, in terms of activities, logical interrelationships of activities, work sequences, activity durations, and calendars.
2. The actual duration and sequences of the activities, based on what actually occurred on the Project.
3. The variances between the planned and actual performance of the work, listed in a chronological and cumulative manner, summing to the net total delay on the Project at the time of the request.
    a. The causes of the variances between the planned and actual performance of the work, specifically allocating legal responsibility for each to either CTDOT or the Contractor.
    b. The effects of the variances in work sequences, activity durations, manpower, and resources on the incurred costs of the affected party or parties.
4. An identification analysis of the causes of any concurrent delays on the Project.
5. Statements as to whether the time extension days sought are compensable or non-compensable, along with a specific statement of any compensation requested in connection with the time extension. Any request for a time extension that does not include a corresponding request for compensation will be assumed to be a request for a non-compensable time extension.
6. All associated analysis documents, worksheets, schedules and contemporaneous documents supporting the Critical Path Method Schedule Delay Analysis.

Any time entitlement analysis submitted as support for a time extension shall be accompanied by an alternate recovery schedule meeting the requirements of this Section and the Contract scheduling requirements. A narrative shall accompany the recovery schedule, clearly indicating any proposed overtime hours or additional shifts incorporated in the Recovery Schedule. CTDOT shall have final approval over the use of overtime hours and additional shifts and shall have the right to require that overtime hours and additional shifts be used in order to minimize time extensions, if CTDOT deems it to be in its best interests to do so.

1.08.09 - Failure to Complete Work on Time

Time is an essential element of the Contract. Since the prosecution of the Project may obstruct traffic, interfere with business, and otherwise inconvenience the public, it is important that the Project be pressed vigorously to completion. The cost to CTDOT of the administration of the Contract, including engineering, inspection and supervision, will also be increased as the time for Project completion is lengthened. Therefore, for each calendar day that any work shall remain uncompleted after the Contract time has expired, the per diem sum of liquidated damages specified in the Contract shall be deducted from any money due to the Contractor. Liquidated damages are not a penalty, but are a reasonable estimate of the damages caused by such delay

If the last day of the initial Contract time or the initial Contract date determined for Substantial Completion is before December 1 in the given year, liquidated damages as specified in the Contract shall be assessed against the Contractor per calendar day (including any days during a winter shutdown period) from that day until the date on which the Project is substantially completed.

CTDOT has the right to deduct the amount of the liquidated damages assessed against the Contractor from any estimated payment for work performed under the Contract or under any other State contract, or from any other sums owed by the State to the Contractor; or to claim and recover such sums by process of law.

1.08.10 - Termination of Contract for Cause

The Commissioner may give notice in writing to the Contractor and its surety of any delay, neglect, or default of the Contractor that the Commissioner believes has occurred, including one or more of the following:

1. Failure to begin the Project or portion thereof as called for in a Notice to Proceed or approval for construction.
2. Failure to perform the Project with sufficient personnel, equipment or materials to ensure timely Project completion.
3. Unsuitable performance of the Project or failure to perform Project work in accordance with the Contract.
4. Failure or refusal to remove or correct work rejected by CTDOT.
5. Discontinuance of suitable prosecution of the Project for a period of 72 consecutive hours, excluding Sundays and holidays, without written authorization to do so from CTDOT.
6. Failure to recommence discontinued work within 48 hours (excluding Sundays and holidays) after being ordered to do so by CTDOT.
7. Insolvency, filing for bankruptcy, or any act or occurrence that may render the Contractor financially incapable of completing the Project.
8. Failure to satisfy any final judgment for a period of 30 calendar days.
9. Making of any assignment for the benefit of creditors.
10. Violation of any provisions of the Contract.
11. Any other causes which, in the judgment of the Commissioner, warrants termination, including, but not limited to, violations of the antitrust or criminal laws, and attempts to deceive or defraud CTDOT.

If the Contractor or surety within a period of ten (10) calendar days after such notice does not proceed in conformance with the directions set forth in the notification, or fails to present a remedial plan of operation satisfactory to the Commissioner, then the Commissioner may, at his discretion, order the surety to complete the Project or, without violating the Contract, take the right to control and prosecute the Project out of the hands of said Contractor and surety. No termination of the Contract for such cause will be deemed to have occurred, however, unless the Commissioner himself or herself (and not merely a designated representative of his or hers) expressly declares it in a writing to the Contractor.

In the case of such a termination for cause, CTDOT may acquire or rent whatever materials or equipment are necessary in order to complete the Project and may seize and use for purposes of the Project (with any appropriate compensation to the Contractor) any material or equipment that the Contractor acquired or purchased expressly for the Project in accordance with a specific Contract requirement.

CTDOT may also enter into an agreement, either by negotiation or public letting, for the completion of the Contract according to the terms and provisions thereof, or use such other methods or combinations thereof as in the Commissioner's opinion shall be required or desirable for the completion of the Contract in an acceptable manner. All costs and charges incurred by CTDOT, in connection with completing the Project under the Contract, or as a result of the Contractor's default, shall be deducted from any monies due to or which may become due to the Contractor. In case such expense exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable for, and shall pay to the State, the amount of the excess.

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1.08.11 - Final Cleaning-Up

The Project will not be considered complete and will not be accepted until the rights-of-way, borrow pits, and all other ground, both public and private, occupied by the contractor in connection with the project has been cleared of all surplus and discarded materials, rubbish and temporary structures. The contractor must drain all borrow pits when practicable. All property, both public and private, that has been damaged during the prosecution of the project, shall be restored by the contractor to an appearance and condition acceptable to CTDOT.

All ditches, waterways, drainage structures and culverts constructed under the Contract shall be cleaned and cleared of obstructions by the Contractor, and shall be left in a condition acceptable to CTDOT. When so directed by CTDOT, the Contractor shall clean all existing ditches, waterways, drainage structures and culverts of obstructions resulting from Project operations.

1.08.12 - Final Inspection

If CTDOT determines that the Project may be substantially complete, it will hold a Semi Final Inspection as is practicable.
Substantial Completion shall be deemed to have been achieved when all of the following have occurred:

- All requirements of all milestones have been completed.
- The Contractor has corrected all defects, deficiencies, and deviations identified during interim Milestone acceptance inspections with respect to the Project and CTDOT has notified the Contractor in writing of its acceptance of such corrections; provided that final clean-up shall not be required to be performed as a condition precedent to Substantial Completion.
- All Non-Conformance Reports ("NCRs") shall be closed out, with completion of any required rework or replacement.
- The Contractor has received all applicable governmental approvals required by the Contract.
- The entire Site (or a portion of it in the case of a partial semi-final inspection) is ready to be fully opened for public travel, including all completed cross–section features (to be open for usage around the clock thereafter.
- A Semi-Final inspection meeting has been held and it has been determined by CTDOT that the subject work is substantially complete.

After the Semi-Final Inspection is held and CTDOT determines that the requirements for Substantial Completion have been satisfied, CTDOT will issue to the Contractor a “Notice of Substantial Completion.”

When the Contractor has completed all work listed in the “Notice of Substantial Completion,” the Contractor shall prepare a written notice requesting a Final Inspection and a “Certificate of Acceptance of Work.” CTDOT will hold an inspection of the Project as soon as practical after CTDOT determines that the Project may in fact have been completed. If CTDOT deems the Project complete, said inspection shall constitute the Final Inspection, and CTDOT will notify the Contractor in writing that the Final Inspection has been performed.

If the inspection discloses any unsatisfactory or incomplete Project work, CTDOT will notify the Contractor of such deficiencies. The Contractor shall immediately correct the deficiencies. Upon such correction, another inspection will be made that shall then constitute the final inspection, provided that the required work has been completed to the satisfaction of CTDOT. Upon such completion, CTDOT will notify the Contractor in writing that the final inspection has been performed with acceptable results.

On projects consisting of two (2) or more individual, geographically-separated sections of roadways, sites, or physically-separated buildings or portions of buildings, a partial final inspection of individual, fully-completed sections will be performed by CTDOT if the Contractor so requests.

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If at any time during the prosecution of the Project the Contractor substantially completes a unit or portion of the Project, such as, but not limited to, a structure, an interchange, a building, a portion of a site, a branch circuit in highway illumination that has been in satisfactory and continuous operation for a period of at least 30 days, or a section of road or pavement, then, to the extent that said portion's stability and integrity are not dependent upon the completion of other Contract work, the completed unit or portion of the Project may be opened (1) to vehicular or pedestrian traffic under the provisions of Section 1.07.11 hereof; or (2) to railroad, aircraft, pedestrian or other traffic, or to occupancy, if CTDOT consents to it in writing.

A final inspection of the substantially-completed unit or portion of the Project will be arranged by CTDOT. Upon evidence of such completion, including issuance of a Certificate of Compliance for any building, and upon agreement by CTDOT, the Contractor will be relieved of the responsibility for the work placed upon it by Section 1.07.12 hereof. The Contractor shall be responsible for all damages of the completed unit or portion of the Project that may be caused by or that may result from the operations of the Contractor or its subcontractors; and the Contractor shall take such precautions and shall provide such protection as may be necessary in order to avoid possible damage to said unit or portion of the Project. The acceptance of the completed unit or portion shall in no way affect any other requirements governing the completion and acceptance of the Project as a whole.

1.08.13 - Termination of the Contractor's Responsibility

The Contractor's responsibility for non-administrative Project work will be considered terminated when:

1. A Final Inspection has been held;
2. Any required additional work and final cleaning-up have been completed to CTDOT's satisfaction.
3. All final operation and maintenance manuals have been submitted by the Contractor and accepted by CTDOT.
4. The Contractor and subcontractors have fully demobilized and all construction signs have been removed from the Site.
5. CTDOT has reviewed and accepted all Design Documents, As-Built Documents, surveys, test data and other deliverables required under the Contract.
6. All special tools purchased by the Contractor as provided in the Contract have been delivered to CTDOT, and all replacement spare parts have been purchased and delivered to CTDOT, free and clear of liens;
7. The Materials and Workmanship Quality Certificate, signed by the Contractor's Construction QC Managers and QC Administrator, has been submitted to CTDOT.
8. Certifications required by CTDOT have been submitted by the Contractor, such as, but not limited to, the CON-502.

When these requirements have been met to the satisfaction of CTDOT, the Commissioner will accept the Project by certifying in writing to the Contractor that the non-administrative Project work has been completed.

1.08.14 - Acceptance of Project

The Project will be accepted by the Commissioner when all Project work has been completed, as defined by the requirements of Section 1.08.13, and the following have been submitted to the satisfaction of CTDOT:

1. Supporting information necessary to substantiate pay quantities, such as cost-plus backup documentation.
2. Reports and forms required on all federal-aid projects.
3. Contractually-required warranties, guaranties, final operation and maintenance manuals, as well as documentation that training and start-up support required by the Contract, have been submitted to and accepted by CTDOT.
4. Any other documents or certifications required by the Contract or as directed by CTDOT have been submitted to and accepted by CTDOT.

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CHAPTER 1.09 - MEASUREMENT AND PAYMENT

1.09.01 - Vacant
1.09.02 - Vacant
1.09.03 - Vacant
1.09.04 - Extra and Cost-Plus Work
1.09.05 - Eliminated Items
1.09.06 - Partial Payments
1.09.07 - Final Payment
1.09.08 - Payment of Costs Owed to the State

1.09.01 - Vacant
1.09.02 - Vacant
1.09.03 - Vacant

1.09.04 - Extra and Cost-Plus Work

Extra work shall be performed only under the conditions and subject to the requirements outlined in Section 1.04.05 hereof. Payment for such work shall be based either on a unit price or on a lump sum, to be agreed upon before the extra work is started, in accordance with Section 1.04.05; or, if no agreement as to price can be reached, the Engineer may pay for the work on a cost-plus basis.

For all work done on a cost-plus basis, the Contractor's compensation shall be determined in accordance with the following bases:

Labor Costs

Construction Related Labor

(1) For all labor, CTDOT will pay the Contractor the wage rate actually paid as shown by its certified payroll, which shall be at least the minimum rate established for the Project by the State Labor Department or the U.S. Department of Labor. For all foremen in direct charge of Project work, CTDOT will pay the Contractor the actual wage paid to the foremen as shown on the Contractor's certified payroll.

(2) CTDOT will reimburse the Contractor for the actual costs paid to, or on behalf of, workers by reason of allowances, health and welfare benefits, pension fund benefits and other such benefits, when such amounts are required by a collective bargaining agreement or under another employment contract generally applicable to the classes of labor employed on the Project. The Contractor shall certify all such costs.

(3) For property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on Project cost-plus work, CTDOT will reimburse the Contractor for its actual Project costs. The Contractor shall provide to CTDOT documentation, satisfactory to CTDOT in form and substance, of all such costs.

(4) CTDOT will also pay the Contractor an amount equal to twenty percent (20%) (15% for overhead, 5% for profit) of the total sums described in (a) (1) through (3) above.

No part of the salary or expenses of anyone in the Contractor's forces above the grade of foreman, who provides general supervision of Project work, will be included in the above payment calculations, except when the Contractor's organization is entirely occupied with cost-plus work, in which case the salary of a superintendent may be included in said labor item when the nature of the pertinent Project work is such that, in the opinion of CTDOT, a superintendent is required for that work. The allowable rate of pay for such superintendent shall be agreed upon before the Contractor begins the pertinent work. If no agreement on the rate can be reached, CTDOT will make payment based on such rate as it deems reasonable.

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CTDOT reserves the right to determine the number and type of personnel to be employed for the cost-plus Project work.

Engineering Related Costs
CTDOT will pay (a) the subject workers' actual wages (*i.e.*, the base wage paid to the employee exclusive of any fringe benefits), plus (b) a labor surcharge in the amount of one hundred and sixty-five percent (165%), which shall constitute full compensation for all state and federal payroll, unemployment and other taxes, insurance, fringe benefits and all other payments made to, or on behalf of, the workers, in excess of actual wages, as well as all, direct and indirect costs, overhead and profit related to the engineering work.

CTDOT reserves the right to determine the number and type of engineering personnel to be employed for the cost-plus Project work.

Specialized Work
When CTDOT directs the Contractor to perform specialized work requiring skills, tools and equipment substantially unlike those ordinarily used by the Contractor or its authorized Project subcontractors, CTDOT will pay the Contractor for the use of a specialist to perform the specialized work. For such specialized services, including materials incorporated into the Project, CTDOT will pay the Contractor its actual costs, plus additional compensation in accordance with subparagraph (e) below. Prior to performing such specialized work, the Contractor shall obtain and submit to CTDOT a minimum of three price quotes for the work, if requested by CTDOT.

Construction Materials
For all materials necessary for cost-plus Project construction work, CTDOT will pay the Contractor its actual cost for such materials as delivered to the Site, including delivery charges as shown by original receipted bills, plus fifteen percent (15%) of the sum of said cost and charges.

In lieu of receipted bills for materials used that were not specifically purchased for the Project, but were taken from the Contractor's stock, the Contractor shall provide to CTDOT an affidavit certifying that such materials were not purchased for the Project, that the materials were taken from the Contractor's stock, that the quantity claimed to have been used on the Project was actually so used, and that the price claimed for the materials is currently their fair market value. CTDOT will pay for costs of transporting the materials to the Site, in accordance with subparagraphs (a) and (d) hereof.

CTDOT will not reimburse the Contractor for any penalty or charge incurred due to the Contractor's late or delayed payment for the pertinent materials.

Construction Equipment
All equipment used for cost-plus construction Project work must, in the judgment of CTDOT, be in good working condition and suitable for the purpose intended; and CTDOT reserves the right to determine the size and number of units of equipment to be used for such work. The manufacturer's ratings shall be the basis for all Rental Rate Blue Book classifications used for payment purposes. ("Rental Rate Blue Book" as used in these specifications refers to the current edition of the Rental Rate Blue Book, taking into account all current Rate Adjustment Tables, and amendments thereof, which is published by K III Directory Corporation of San Jose, California, including all current Rate Adjustment Tables and amendments thereof.) Trucks will be classified by cubic-yard capacity.

No percentage mark-up will be added for payment purposes to amounts charged by the Contractor based on equipment rental rates.
CTDOT will not pay rental rates for small tools needed for the cost-plus Project work.

For payment purposes, estimated operating costs per hour from the Rental Rate Blue Book will apply

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only to the actual time during which the equipment is actively being used to perform cost-plus Project work.

For equipment that is also being used for non-cost-plus Project work, CTDOT will pay the applicable hourly rate only for the actual time that the equipment is assigned to cost-plus Project work. The applicable period of assignment for each piece of equipment shall start when the equipment commences to be used for cost-plus Project work ordered by CTDOT and shall end at the time designated by CTDOT.

For equipment that has to be brought to the Site exclusively for cost-plus work, CTDOT will reimburse the Contractor for loading and unloading costs and costs of transporting such equipment to and from the Site; provided, however, that payment for return transportation from the Site shall not exceed the cost of moving the equipment to the Site. If such a piece of equipment is self-propelled and is driven to the Site under its own power, then CTDOT will pay only operating costs and labor costs for its transport to and from the Site. CTDOT will not, however, pay for any loading, unloading and transportation costs if the equipment is used for any project work on the Site other than cost-plus work.

Owned Equipment

CTDOT will pay the Contractor the applicable rental rate set forth in the Rental Rate Blue Book for any equipment (1) that the Contractor uses, with CTDOT's authorization, to perform cost-plus Project work, and (2) that is owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor).

The maximum hourly rate to be used in paying for Contractor-owned equipment assigned to cost-plus work shall be the applicable monthly rate in the Rental Rate Blue Book, divided by 176 working hours per month.

Should the proper completion of the cost-plus Project work require equipment of a type not covered by the Rental Rate Blue Book, CTDOT will determine, and CTDOT will make payment to the Contractor at, a reasonable rental rate based on rates for the equipment in the area of the Site. If practicable, such rates shall be determined by CTDOT before the related work is begun. If the Contractor proposes that CTDOT use a particular rate in such an instance, the Contractor must disclose to CTDOT the specific sources of, or support for, said rate.

If a piece of equipment owned by the Contractor is assigned to cost-plus Project work, but remains idle for some portion of the period of the cost-plus work, CTDOT will pay for that idle time at fifty percent (50%) of the applicable rental rate (exclusive of operating costs) in the Rental Rate Blue Book.

For payment purposes, the period of equipment usage shall be deemed to start when the Contractor begins to use the equipment for cost-plus Project work and shall be deemed to end when the equipment is released by CTDOT from use for such work. Any hours during which the equipment is used for work other than cost-plus Project work will be deducted from the pertinent payment period.

For any piece of Contractor-owned equipment assigned to cost-plus Project work, CTDOT will reimburse the Contractor for an aggregate minimum of eight (8) hours (of use time, idle time, or a combination thereof) in each twenty-four-(24-)hour day (measured from one midnight to the following midnight) during the assignment period. No such reimbursement will be made, however, for Saturdays, Sundays and legal holidays during which the Contractor does no Project work, or for any other day on which CTDOT orders the Contractor to do no Project

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work. If the equipment is used to perform cost-plus Project work for more than eight (8) hours in a day (as define above), CTDOT will pay the Contractor at the applicable hourly rate computed on a monthly basis for the actual time of use; however, CTDOT will not pay the Contractor for more than eight (8) hours of idle time for a piece of equipment during a given day.

CTDOT shall have the right to limit its aggregate Project payments for idle time for a given piece of equipment to the replacement value of that equipment.

Rented Equipment
If CTDOT determines that in order to perform the cost-plus Project work the Contractor must rent certain machinery, trucks or other equipment not owned by the Contractor or a subsidiary, affiliate, or parent company of the Contractor (no matter how far up or down the chain of ownership from the Contractor), the Contractor shall inform CTDOT, in advance of such rental, of

- the specific nature of the rental(s),
- the reasons for its need for such rental(s),
- the anticipated or proposed rental rate(s), and
- the estimated duration for the use of the equipment.

Rates for such rented equipment must be provided based on the following:

- a daily rate per hour when the equipment is to be specifically assigned to Project work by CTDOT for a period of seven (7) consecutive calendar days or less.
- a weekly rate per hour when such assigned time exceeds seven (7) consecutive calendar days, but does not exceed 21 consecutive calendar days.
- a monthly rate per hour when such assigned time exceeds 21 consecutive calendar days.

The applicable daily, weekly, or monthly rate will be determined at the expiration of 21 calendar days or upon release of the equipment by CTDOT, whichever occurs first. Interruptions of the rental period, when equipment is used on other than assigned cost-plus work, will not entitle the Contractor to payment at a rental rate that would be applicable to the shorter periods arguably occasioned by such interruptions.

Prior to renting such equipment, the Contractor shall obtain and submit to CTDOT a minimum of three (3) quotes, if requested by CTDOT.

CTDOT will pay the Contractor for such rental at the rate actually paid by the Contractor, provided that the given use and rental rate are acceptable to CTDOT. In order to obtain such payment, the Contractor must provide CTDOT with a copy of the original receipted bill for the rental expenses incurred.

Administrative Expense
When extra work on a cost-plus basis is performed by an authorized subcontractor, CTDOT will pay the subcontractor in the same manner as described in (a) through (d) above and (g) below. The Contractor shall receive an additional seven-and-a-half percent (7.5%) of the amount earned by the subcontractor on cost-plus work; such payment will be in addition to any amounts earned by the Contractor for the work of its own forces and shall serve as the only reimbursement for the Contractor's administrative expense in connection with such work. Administrative expense in excess of the seven-and-a-half percent (7.5%) to the Contractor shall not be paid; however, the Contractor may divide the seven-and-a-half percent (7.5%) as deemed appropriate if there are lower-tier

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subcontractors involved in the work. Approval of such additional payments will be given only after the Contractor provides to CTDOT receipted invoices for all relevant costs.

Miscellaneous

The compensation provided for in (a), (b), (c), (d) and (e) above shall be deemed to be payment in full for the extra work and shall be deemed as full compensation for same, including costs of superintendence, use of small tools, equipment for which no rental is allowed, safety equipment, consumables, field office overhead, home office overhead, bonding, other insurance, and profit. The Contractor's representative and CTDOT Representative shall compare their respective records of the extra work done on a cost-plus basis at the end of each day. Copies of those records shall be signed by both CTDOT Representative and the Contractor's Representative. CTDOT will then forward a copy of same to the Contractor and to any affected subcontractor in accordance with CTDOT procedures. Upon payment of such costs by the Contractor, the Contractor shall immediately furnish CTDOT with original receipted bills covering the costs, including transportation charges, for all materials used for such work.

1.09.05 - Eliminated Items

Should CTDOT deem any Contract items, or portion of Project work contained in a lump sum item, to be unnecessary for completion of the Project, CTDOT may eliminate such items or portion of work from the Contract. Such action shall in no way invalidate the Contract, and no allowance for any items or portion of work contained in a lump sum item so eliminated will be made by CTDOT in making final payment to the Contractor, except for (a) such actual work as may have been done on the items, or portion of work contained in a lump sum item, prior to CTDOT's notice to the Contractor that the items or work had been eliminated; and (b) such related material as may have been purchased for the Project prior to said notice. This provision shall apply unless CTDOT determines that an elimination of a given item, or portion of work contained in a lump sum item, constitutes a "significant change" in the character of the Contract work, as defined under Section 1.04.03 hereof. In such a case, the terms of Section 1.04.03 shall be applied to the payment issues related to the eliminated item or work.

1.09.06 -- Method of Payment

Monthly Estimates

Progress payments to the Contractor for design or construction of the Project will be based on a schedule of values equaling the major lump sum bid price, as well as any other items outlined in the Contract. Retainage will not be held.

Prior to making any Contract payments to the Contractor, CTDOT must approve the Initial Baseline PPS, the Expanded Schedule of Values, and the Monthly Payment Request form. The Contractor will be paid based on the accepted Expanded Schedule of Values, the accepted Monthly Payment Form and other information, such as but not limited a summary activity report from the PPS.

Within seven (7) calendar days after notice of selection as the successful Proposer, the Contractor shall prepare and submit an Expanded Schedule of Values and Executive Summary, for review and approval of CTDOT.

The Executive Summary shall at a minimum explain the breakdown of the Schedule of Values from the Price Proposal (and if applicable minor negotiations) to the Expanded Schedule of Values being proposed and the completion of work which each line item in the expanded schedule of values represents.

In developing the Expanded Schedule of Values, the Contractor shall recognize that CTDOT’s payment obligation is limited to completed and acceptable work which includes completion of material testing

requirements. The cost breakdown shall be developed based on the Schedule of Values submitted with the Contractor's Price Proposal as adjusted by any minor negotiations, the Work Breakdown Structure approved by CTDOT in conjunction with the Planning and Progress Schedule requirement and other contract requirements. The Expanded Schedule of Values shall be divided into "line items" listed separately for defined portions of work for design and construction.

At a minimum, the design line items shall be broken out by location, structure, structure highway or other element, major design disciplines, early release construction, and final design phases. The sum of the design line items shall equal the design Schedule of Values line item from the Price Proposal.

Construction line items shall be broken out at a minimum by location, structure, structure or highway or other element, early release construction, contractor and subcontractor. In addition, void of another CTDOT approved method, the construction line items should be similar to line items from the Connecticut DOT Design Bid Build projects in that they identify a particular work item and tie to the provisions required for the work. The final Expanded Schedule of Values shall not reallocate monies from design and construction and the final Expanded Schedule of Values must be correlated to the original Schedule of Values submitted with the Price Proposal, the PPS, as well as requirements of the Technical Provisions for: the D-B Lump Sum, estimated quantity items (if any), estimated cost items (if any).

The Expanded Schedule of Values shall be correlated to a summary level of PPS schedule activities satisfactory to CTDOT.

The Expanded Schedule of Values will also be subject to limitations set forth in the specifications in the Technical Provisions, such as, minimum and maximum assignment of value. The minimum and maximum assignment of value appears in various specifications such as but not limited to, Document Control Specialist, Mobilization, Project Closeout, this provision and others.

Within 14 calendar days of award of the Contract or as directed by CTDOT, the Contractor shall prepare and submit a Monthly Payment Request Form for review and approval of CTDOT. This form when approved by CTDOT will be the Contractor's means of requesting partial payments on a monthly basis.

The Monthly Payment Request Form shall be derived from the approved Expanded Schedule of Values. This form shall at a minimum report, for each line item, the percentage of work completed during the month and corresponding dollar amount, the percentage completed and dollar amount billed to date for each line item, the total billed for that month and the total billed to date. If conditions necessitate, the form will be revised to agree with CTDOT approved change orders. The form shall contain a certification that all work has been performed in accordance with the contract and a location for the signature of the Contractor's Project Manager, Quality Control Manager for Design and Quality Control Manager for Construction.

In determining the monthly payment request and the percentage of line item completion, the Contractor shall include or withhold, appropriate percentages acceptable to CTDOT for testing of materials and finishes. A portion of the work shall not be determined as one hundred percent (100%) complete until CTDOT has determined that all required apparent testing has been approved and punchlist work is complete.

The Contractor shall not be entitled to a payment for any portion of the work in excess of the demonstrated percentage completion of such activity. Furthermore, CTDOT may, at its discretion, withhold payment, in the event that the Contractor fails to install the work correctly or if CTDOT does not agree with the estimated amount of work completed.

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CTDOT will evaluate the payment requested and attempt to resolve any discrepancies between CTDOT's records and the Contractor's payment request regarding the amount of work completed and amount of partial payments, but CTDOT will have the final authority in determining the estimated work completed and acceptable to date.

Exceptions may be made as follows:

a) No estimates for payment will be made when, in the judgment of CTDOT, the Project is not proceeding in accordance with the Contract, or the total value of the Project work done since the last estimate has a Contract value less than two thousand, five hundred dollars ($2,500) or two percent (2%) of the total Proposal Price, whichever is less.

b) In the event that after the Contractor has been awarded the Contract, this Contract is terminated, or a portion of this Contract is deleted for any reason or in any way allowable by law under this Contract, the Schedule of Values will not be used for estimating payment due to the Contractor for work completed prior to such termination of the Contract or deletion of work thereunder. In the case of Contract termination, payment shall be evaluated in accordance with Section 1.05.14 hereof.

c) CTDOT may also make payment at an amount that represents the value of the Project work performed to date, if said units are essentially, though not totally, complete.

d) Estimates may also include materials not yet incorporated into the Project, but which have been approved by CTDOT for payment, if all of the requirements of the Payment for Material Stored section below have been met, and any required certifications have been provided to CTDOT.

Payment for Stored Materials

Non-perishable materials that meet Contract requirements, that have been produced or purchased specifically for incorporation into the Project, and that have been delivered to the Site or a location approved by CTDOT, but have not yet been incorporated into the Project, may be included in current estimates at such fraction of the applicable Contract unit price or lump sum price as CTDOT deems to represent a fair value for the material, if such materials have been paid for by the Contractor as shown by receipted bills or, in lieu of such receipted bill(s), by a duly-executed Certification of Title executed by the Contractor and the Vendor in the form approved by CTDOT. When the Contractor has made partial payment has for stored materials, such materials shall become the property of the State; but such payment shall in no way release the Contractor from its responsibility for the condition, protection and, in case of loss, replacement of such materials, or from any liability resulting in any manner from the presence of such materials wherever they may be stored or kept. All materials shall be stored in accordance with Section 1.06.03 hereof and in accordance with the Manufacturer's recommendations. The materials must be tested as required by CTDOT, and the tests must produce results acceptable to CTDOT, before CTDOT shall be required to pay for such materials.

Offsite storage may be approved by CTDOT provided that the materials proposed for payment are segregated from other materials, clearly labeled as being owned by CTDOT for use on the identified Project, otherwise handled in compliance with Section 1.06.03 hereof, and stored in accordance with the manufacturer's recommendations. All such materials must be readily available for inventory and inspection by CTDOT. Storage outside of the State of Connecticut may be considered only if and when a representative of CTDOT has verified that the above requirements have been satisfied.

For items requiring extended fabrication, manufacturing or assembly time, the Contractor may propose to CTDOT a schedule of values for the related material costs. If CTDOT approves such a

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schedule of values, it shall become the Basis of Payment for the stored materials, so long as all other pertinent Contract requirements have been satisfied.

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

In no case shall material payments exceed the Contract unit price or lump sum price or a portion thereof estimated by CTDOT, less the actual value of delivery and installation of the materials; if they do exceed such a price, CTDOT reserves the right to reduce any related payment accordingly. Such reductions in payment shall in no way affect CTDOT's ownership interest in the stored materials.

1.09.07 - Final Payment

When the Commissioner has accepted the Project, the Contractor shall prepare a final payment request in conjunction with the final PPS submission, listing the progress payment totals to date and any apparent remaining balances. CTDOT will review the payment request and may meet with the Contractor to attempt to resolve any discrepancies. If there are portions of the final estimate that cannot be resolved during such an initial meeting, the Contractor shall have 21 days in which to submit justification for the disputed amounts. Upon receipt of such justification, CTDOT will review the information and make a final determination as to the appropriate payment to be made.

All payments made prior to the final estimate shall be considered estimated payments and subject to correction in the calculation of the final payment. If the Contractor wishes to dispute the final determination of payment made by CTDOT, it may appeal that determination in accordance with the terms of Section 1.05.01 hereof.

1.09.08 - Vacant

1.09.09 - Payment of Costs Owed to the State

The State shall have the right to set off against amounts otherwise due to the Contractor under this Contract or under any other contract or arrangement that the Contractor has with the State (a) any costs that the State has incurred due to the Contractor's noncompliance with this Contract and (b) any other amounts that are due and payable from the Contractor to the State. Any sum taken in setoff from the Contractor shall be deemed to have been paid to the Contractor for purposes of payment obligations under Section 1.03.04 hereof.

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CHAPTER 1.10 - ENVIRONMENTAL COMPLIANCE

1.10.01 - General
1.10.02 - Compliance with Laws and Regulations
1.10.03 - Water Pollution Control
1.10.04 - Vacant
1.10.05 - Construction Noise Pollution
1.10.06 - Protection of Archaeological and Paleontological Remains and Materials
1.10.07 - Controlled and Hazardous Materials
1.10.08 - Vehicle Emissions

1.10.01 - General

During and following Project construction, the Contractor shall exercise precaution and care to prevent or minimize negative effects on the environment, including the State's waters, wetlands, and other natural resources.

The Contractor shall comply with all Project permits and permit applications as though the Contractor were the permittee.

The Contractor must comply with the environmental provisions specified in the Contract, and any Federal, State or municipal laws or regulations. If the Contractor fails to comply with these environmental provisions, the Contractor shall be penalized as specified in this Section and elsewhere in the Contract.

In addition to the requirements outlined in this Chapter, additional requirements of a similar kind are detailed in the Contract Technical Provisions.

1.10.02 - Compliance with Laws and Regulations

The Contractor shall conduct its operations in conformance with the permit requirements established by Federal, State and municipal laws and regulations.

The Contractor shall conduct its operations in compliance with federal and state permit requirements concerning water, air and noise pollution, and the disposal of controlled or hazardous materials. Said permit requirements include, but are not limited to, those established by Federal regulations administered by the United States Coast Guard, Army Corps of Engineers, or the Environmental Protection Agency ("EPA").

Appropriate permits shall be required for all activities associated with or incidental to the Contractor's operations, including, but not limited to, those regarding the Site or adjacent areas, waste and disposal areas, borrow and gravel banks, storage areas, haul roads, access roads, detours, field offices, or any other temporary staging areas. The Contractor shall be responsible for, and hold the State harmless from, any penalties or fines assessed by any authority due to the Contractor's failure to comply with any term of an applicable permit.

CTDOT has gained initial determinations for the need for certain permits related to the BTC. The responsibility for obtaining environmental permits for Contract work is explained in the Contract Technical Provisions.

The Contractor shall be responsible for, and hold the State harmless from, any penalties or fines assessed by any authority due to the Contractor's failure to comply with any term of an applicable environmental permit.

Any request by the Contractor for authorization of activities or methods not specifically called for or allowed by the applicable permits issued for the Project must be submitted by the Contractor in writing to CTDOT. Such a request must include a detailed description of the proposed activities or methods, and must include

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justifications for same, along with supporting documentation, showing that the proposed activity or method will not create a risk of damage to the environment. If such request is granted by CTDOT, CTDOT will process an application to the appropriate regulatory agency or agencies for any permit amendment, modification, revision or new permit required for the Contractor to carry out the changed activities or use the methods in question. CTDOT does not, however, guarantee that it will be able to obtain the desired permit amendment, modification or revision; and CTDOT will not be liable for the effects of any inability to do so.

The Contractor will not be entitled to any extension of Contract time as a result of CTDOT's granting of such a request from the Contractor. If the amendment, modification, or revision of the permit is not necessary except to make possible the changes requested by the Contractor, then no claim may be made by the Contractor based on the amount of time taken by CTDOT to review the Contractor's request, or to apply for or secure the permit amendment, modification or revision. No such proposed additional activity shall commence, nor shall such a changed method be used, until and unless CTDOT approves in writing the Contractor's request.

In case of a failure by the Contractor to perform pollution control work as required by CTDOT, CTDOT may, after having given the Contractor 24 hours advance written notice of its intention to do so, arrange for said work to be performed by other forces, and will deduct the cost from any monies due or that may become due to the Contractor under the Contract or under any other State contract.

1.10.03 - Water Pollution Control

The Contractor shall, throughout the duration of the Contract, control and abate siltation, sedimentation and pollution of all waters, including but not limited to under-ground water systems, inland wetlands, tidal wetlands, and coastal or navigable waters.

Construction methods proposed by the Contractor must comply with the approved permit requirements and permit applications. The Contractor shall be responsible for all obligations and costs incurred as a result of the Contractor's failure to comply with the terms and conditions of such permits or permit applications.

The following are Required Best Management Practices for prevention and control of water pollution. Provisions of the Required Best Management Practices may be superseded as specified in Article 1.05.04. The Contractor shall not make any design change in the Contract work that requires a variance from the requirements of the following items until and unless the Contractor has first submitted a detailed written proposal for such variance to CTDOT for review and for transmittal to and review by the Federal, State or municipal environmental authority, and has then received written approval from CTDOT of the proposed variance.

Required Best Management Practices

1. Prior to commencing Project Site work, the Contractor shall submit in writing to CTDOT an “Erosion and Sedimentation Control Plan” and a “Dust Control Plan” for all Project construction stages. The Contractor shall install all control measures specified in said Plans prior to commencement of Project construction activities. The Plans shall be consistent with the 2002 Connecticut Guidelines for Soil Erosion and Sediment Control, the 2004 Connecticut Stormwater Quality Manual, and all environmental laws and regulations established by Federal, State or municipal agencies, as well as CTDOT's published environmental policies and standards. If the Contractor elects to work during a winter shut-down period, the Contractor shall submit to CTDOT a separate Winter Erosion and Sedimentation Control Plan, obtain CTDOT’s written approval and implement it before the Contractor begins Project work during the winter shut-down period.

2. The Contractor shall inspect erosion and sedimentation controls at least weekly, immediately after each rainfall event of at least 0.1 inch, and daily during periods of prolonged rainfall. The Contractor shall maintain all erosion and sedimentation control devices in a functional condition,

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in accordance with the Contract plans, relevant permits, Special Provisions, and 2002 Connecticut Guidelines for Soil Erosion and Sediment Control. In the event that the Contractor fails to maintain such devices in accordance with said documents, and the Contractor does not correct such a failure within 24 hours after receipt of written notice of such a failure from CTDOT, CTDOT may proceed with its own or other forces to remedy such failures. The cost to CTDOT of curing any such specified failure will be deducted from monies owed to the Contractor under the Contract or under any other State contract.

3. Washout of applicators, containers, vehicles, and equipment that have been used with concrete (including bituminous concrete), paint or other such possible contaminants shall be conducted:

   (i) At least 50 ft from any stream, wetland or other sensitive resource; and (ii) in an entirely self-contained washout system. Such materials shall be collected and disposed of in accordance with all applicable Federal, State and municipal laws and regulations.
4. No materials resulting from project construction activities shall be placed in or allowed to contribute to the degradation of a wetland, watercourse or storm drainage system. Good housekeeping of the Site by the contractor for the purpose of preventing construction-related debris or runoff from entering a regulated area is required. The contractor shall not leave waste or debris within the travel way or roadside where it might create a safety hazard to the traveling public. The contractor shall dispose of all construction-related materials in accordance with Federal, State and municipal laws and regulations.
5. In accordance with CGS Section 22a-38, the contractor shall not withdraw water from any watercourse system, except as allowed by applicable permits.
6. The contractor shall not dispose of any material until and unless it has proposed a location for its disposal to CTDOT and CTDOT has approved said location in writing. If the proposed disposal location is on private property, the contractor must include in the disposal location proposal to CTDOT letters from the property owner and the affected municipality, agreeing to the proposed location for disposal. The contractor shall ensure that proposed disposal locations are outside of wetlands or watercourses, floodplains and water or natural resource areas.
7. Before commencing any work in or adjacent to a regulated area shown on the plans, permit(s), or identified by CTDOT or their representatives, the contractor must submit in writing to CTDOT a construction-sequencing plan, a water-handling plan, and a flood contingency plan, and obtain from CTDOT written approval of said plans.
8. When dewatering is necessary, the contractor must not allow pumps used for same to discharge directly into a wetland or watercourse. Prior to any dewatering, the contractor must submit to CTDOT a written proposal for specific methods and devices to be used for same, and must obtain CTDOT's written approval of such methods and devices, including, but not limited to, the pumping of water into a temporary sedimentation basin, providing surge protection at the inlet or outlet of pumps, floating the intake of a pump, or any other method for minimizing or retaining the suspended solids. If CTDOT determines that a pumping operation is causing turbidity in a regulated area, the contractor shall halt said operation until a means of controlling the turbidity is submitted by the contractor in writing to CTDOT, approved in writing by CTDOT, and implemented by the contractor.
9. Whenever possible, work within or adjacent to watercourses shall be conducted during periods of low flow. CTDOT shall remain aware of flow conditions during the conduct of such work, and shall order such work stopped if flow conditions threaten to cause excessive erosion, siltation or turbidity. Before predicted major storms (i.e., a storm predicted by NOAA Weather Service, with warnings of flooding, severe thunderstorms, or similarly severe weather conditions or effects), the contractor shall make every effort to secure the Site to the satisfaction of CTDOT. Unless allowed by a DEEP permit, the contractor shall store no materials and place no staging areas below the 100-year elevation. The contractor shall not store below the 500-year flood level any materials which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive,

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and any other materials that could be injurious to human, animal or plant life in the event of a flood.

10. Upon completion of the associated work, the contractor shall immediately clear all areas of all forms, false work, piling, debris or other obstructions created or caused by construction operations.
11. If the contractor wants to make a change in construction operations, staging or scheduling that would affect the use of or necessity for any pollution controls, the contractor must submit to CTDOT a written proposal detailing the proposed change, and must receive CTDOT's approval of such change, before implementing it. Such submission must include a plan showing what erosion and sedimentation controls above and beyond those called for in the Contract would be necessitated by the proposed change.
12. Dumping of oil, fuel, chemicals or other harmful materials on the ground or into a regulated area is forbidden. The contractor shall provide to CTDOT a written Spill Prevention and Remediation Plan for the project, outlining the contractor's intended means of catching, retaining, and properly disposing of drained oil, removed oil filters, fuel, chemicals and other harmful material. Such plan shall also include the information and protocols needed for the remediation of any spill that might occur on the Site, including emergency contact information. No construction activities shall commence until such a plan has been approved in writing by CTDOT.
13. The contractor shall restore all areas within or outside the State right-of-way that have been disturbed as a result of construction activities, in accordance with Article 1.08.11.

1.10.04 - Vacant

1.10.05 - Construction Noise Pollution

The Contractor shall take measures to minimize the noise caused by its construction operations, including, but not limited to noise generated by equipment used for drilling, pile-driving, blasting, excavation, or hauling.

All methods and devices employed to minimize noise shall be subject to the continuing approval of CTDOT. The maximum allowable level of noise at the residence or occupied building nearest to the Site shall be ninety (90) decibels on the "A" weighted scale ("dBA"). The Contractor shall halt any Project operation that violates this standard at any time until the Contractor develops and implements a methodology that enables it to keep noise from its Project operations below the 90 dBA limit.

1.10.06 - Protection of Archaeological and Paleontological Remains and Materials

The Contractor shall be alert to the possibility that, Project operations may disturb or uncover significant archaeological or paleontological resources or other such remains which in many cases are protected by Federal laws, State laws or both. Archaeological resources are minimally defined by Federal regulations as materials 50 years of age or older. They typically consist of subsurface concentrations of metal, bone, ceramic, or flaked or other shaped stone artifacts. They might also consist of *features* such as buried building foundations, linear or circular walls made of individual stones rather than concrete or cement, trash-filled pits, patches of burned earth, or distinct patterns of nearly-circular, elliptical, or squared discolorations in newly-exposed soil, accompanied by the types of *artifacts* described above.

Paleontological resources are defined as any fossilized remains, traces, or imprints of organisms, preserved in or on the earth’s crust. These typically include fossilized bones, teeth, shells, eggs, or distinct impressions made in bedrock.

When archaeological or paleontological materials are inadvertently encountered, the Contractor shall immediately halt operations in the location of same and shall notify CTDOT of said discovery. The Contractor shall make every effort to preserve archaeological or paleontological materials intact in their original positions, in order to preserve the geological context and information content of the remains in relation to one another and to the enclosing soil.

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CTDOT shall have the authority to suspend Project work in the area of such discovery for the purpose of preserving or recovering and documenting the archaeological or paleontological materials. The Contractor shall carry out all instructions of CTDOT for the protection of such materials, including steps to protect the site from vandalism, unauthorized investigations, accidental damage, and damage from such causes as heavy rainfall or runoff. The Contractor shall reschedule its work to minimize any loss of the time needed to complete the Project while the State evaluates, records and salvages the archaeological or paleontological materials.

Extra work ordered by CTDOT in this connection will be paid for in accordance with Articles 1.04.05 and 1.09.04. Delays caused by archaeological or paleontological preservation and protection, which the Contractor demonstrates have delayed completion of the Project, will be treated under the provisions for extension of time, Article 1.08.08.

1.10.07-Controlled and Hazardous Materials

CTDOT will acquire any "Hazardous Waste Generator Permit(s)" required under the Resource Conservation and Recovery Act, for the management and disposal of hazardous materials on the Site, provided that;

1. such material is within the construction limits defined in the Contract, and
2. such material is not comprised of waste materials generated by the Contractor.

If CTDOT has designated in the Contract an area of known or suspected contamination within the Project limits, the Contractor shall dispose of all contaminated material in accordance with the relevant Special Provisions.

In the event that the Contractor encounters or exposes any material, not previously known or suspected to be contaminated, but which exhibits properties that may indicate the presence of controlled or hazardous material, the Contractor shall cease all operations in the material's vicinity and shall immediately notify CTDOT of the material's discovery. The presence of barrels, discolored earth, metal, wood, visible fumes or smoke, abnormal odors or excessively hot earth may indicate the presence of controlled or hazardous material, and shall be treated with extreme caution.

If controlled or hazardous materials, other than those required for Contract operations, are discovered at the Site, CTDOT may engage a specialty contractor to handle and dispose of the materials.

When the Contractor performs support work incidental to the removal, treatment or disposal of controlled or hazardous material, CTDOT will pay for same at the applicable Contract unit prices. When the Contract does not include appropriate pay items for same, payment will be made in accordance with Section 1.04.05 hereof.

The Contractor shall observe all security precautions established pursuant to 29 CFR 1910.120 and 1926.65, including all revisions and amendments thereof, and shall not work in any area known to contain or suspected of containing controlled or hazardous material without prior written approval from CTDOT to do so.

The Contractor shall assume sole responsibility for the proper storage, handling, management, and disposal of all regulated materials and wastes associated with its operations, including, but not limited to, lubricants, antifreeze, engine fluids, paints, and solvents. All costs associated with any failure by the Contractor to properly manage such materials in accordance with federal and state regulations, and all remedial and punitive costs incurred by CTDOT as a result of such failure, shall be borne by the Contractor.

This Article does not apply to coatings removed by the Contractor.

1.10.08–Vehicle Emissions

All motor vehicles and construction equipment used for the Project (both on-highway and off-road) shall

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comply with all Federal, State and municipal regulations concerning exhaust emission controls or safety.

The Contractor shall establish staging zones for vehicles waiting to load or unload at the Site. Such zones shall be located where the emissions from the vehicles will have minimum impact on abutting properties and the general public.

Idling of delivery trucks, dump trucks, and other equipment shall not be permitted for longer than 3 minutes during periods of non-activity, except as allowed by the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(c):

No mobile source engine shall be allowed "*to operate for more than 3 consecutive minutes when the mobile source is not in motion, except as follows:*

1. *When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,*
2. *When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,*
3. *When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,*
4. *To bring the mobile source to the manufacturer's recommended operating temperature,*
5. *When the outdoor temperature is below 20°F*
6. *When the mobile source is undergoing maintenance that requires such mobile source be operated for more than 3 consecutive minutes, or*
7. *When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation.*"

The Contractor shall conduct all of its Project work in a way that causes no harm to adjacent sensitive receptors. Sensitive receptors include but are not limited to hospitals, schools, daycare facilities, elderly housing, and convalescent facilities. The Contractor shall see to it that any engine exhaust is not directed toward fresh air intakes, air conditioners, or windows.

Before performing extensive work within less than 50 ft. of a sensitive receptor, the Contractor must (1) submit to CTDOT a Vehicle Emissions Mitigation plan, proposing detailed means for minimizing vehicle emissions from vehicles and construction equipment in the affected area, including a proposed sequence of construction; (2) obtain CTDOT's written approval of the Plan, making any revisions of same necessary to obtain said permission; and (3) implement the Plan, as it may have been revised.

Any costs associated with this "Vehicle Emissions" Article shall be included in the general cost of the Contract. In addition, there shall be no additional time granted to the Contractor for compliance with this Article. The Contractor's compliance with this Article and any associated laws or regulations shall not be grounds for claims as outlined in Section 1.11 – "Claims."

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CHAPTER 1.11 - CLAIMS

1.11.01 - General
1.11.02 - Notice of Claim
1.11.03 - Recordkeeping
1.11.04 - Claim Compensation
1.11.05 - Required Claim Documentation
1.11.06 - Auditing of Claims

1.11.01 – General

When the Contractor files against CTDOT or the State a formal claim (a "formal" claim being one that seeks resolution through binding arbitration or court litigation, rather than through negotiation or mediation) under CGS Section 4-61 as revised ("Section 4-61"), whether as a Section 4-61 notice of claim, demand for arbitration or as a complaint in the Superior Court, the Contractor must follow the procedures and comply with the requirements set forth in this Section of the Specifications, as well as those set forth in Section 4-61. If This Section sets forth additional, more specific, or demanding requirements than does Section 4-61 in any respect, this Section shall govern the matter, not strictly apply to informal claims ("informal" claims being those which the Contractor seeks to resolve through negotiations with CTDOT, in or outside of a mediation) for additional compensation or other relief from CTDOT, The Contractor should understand that CTDOT may need and may demand (in which case the Contractor must provide), the same kinds of documentation and other substantiation that are required under this Section for formal claims. It is the intent of CTDOT to compensate the Contractor for actual increased costs caused by or arising from acts or omissions on the part of CTDOT that violate legal or Contractual duties owed to the Contractor by CTDOT.

1.11.02 – Notice of Claim

Whenever the Contractor intends to file a demand for arbitration or a court complaint against CTDOT under Section 4-61, the Contractor must first notify the Commissioner of the details of said claim in writing via certified mail (in strict compliance with Section 4-61), and such written notice must contain all pertinent information described in Section 1.11.05 below.

Once a formal notice of a claim under Section 4-61 has been given to the Commissioner, the claimant may not change the claim in any way, in either concept or monetary amount, except insofar as the claim seeks damages that will continue to accrue after submission of the notice, in ways described and anticipated in that notice.

1.11.03 – Recordkeeping

The Contractor shall keep daily records identifying:

1. Each aspect of the Project affected by matters related to any claim for additional compensation or relief that the Contractor has filed, intends to file, or has reason to believe that it may file against CTDOT.
2. The specific Project locations where Project work has been so affected.
3. The number of people working on the affected aspects of the Project at the pertinent time(s).
4. The types and number of pieces of equipment on the Site at the pertinent time(s).

All events or conditions that have a potential or anticipated effect on the Project's progress or schedule and that may result in a claim by the Contractor shall be documented contemporaneously with the event or discovery of the pertinent condition(s), or immediately thereafter. If this is not done, the Contractor may not file the related claim and may not be awarded relief upon it. Without such information, CTDOT and the Office of the Attorney General may not be able to adequately determine what claims have merit or to what extent they have merit, or what amounts of compensation may be warranted and supportable. Moreover, State officials involved in the analytic or negotiation process may not be able to properly substantiate and support

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the recommendations that they must make to their superiors, including the Attorney General, and sometimes the Governor, in the course of a settlement process.

1.11.04 – Claim Compensation

If the Contractor proves entitlement for damages, payment shall be made in accordance with the provisions:
Compensable Items: The liability of CTDOT for claims will be limited to the following specifically-identified items of cost, insofar as they have not otherwise been paid for by CTDOT (for instance, through payment for extra work, which under Article 1.04.05 includes overhead and profit), and insofar as they were caused solely by the actions or omissions of CTDOT or its agents.

CTDOT will pay for direct labor expenses, direct costs for materials, and direct costs for active equipment use, plus an additional ten percent (10%) of the total amount of such direct costs as payment for home office overhead and profit.

Compensable delay-related costs: CTDOT will pay for any additional field office overhead and idle equipment costs for each day of Project Critical Path delay or suspension caused solely by action or inaction of CTDOT.

If the Critical Path delay or suspension period is less than 30 calendar days, CTDOT will pay an additional ten percent (10%) of the additional field office overhead costs as payment for home office overhead and profit. For delays less than 30 calendar days, idle equipment will be paid at 50% of the Rental Rate Blue Book rate.

For delays equal to or longer than 30 calendar days, CTDOT will pay a per diem rate, calculated as six percent (6%) of the original total Contract amount divided by the original number of days of Contract time, as payment for home office overhead and profit.

In paying for idle equipment equal to or longer than 30 calendar days, CTDOT will pay for actual equipment costs. Actual equipment costs shall be based upon records kept in the normal course of business and in accordance with generally-accepted accounting principles. Under no circumstances shall Rental Rate Blue Book or other guide or rental rates be used for this purpose (unless the Contractor had to rent the equipment from an unrelated party, in which case the actual rental charges paid by the Contractor, so long as they are reasonable, shall be reimbursed by CTDOT).

If the final Contract Value is greater than the original Contract Value, any delay-related costs that are compensable under this Article shall be reduced by eight percent (8%) of the difference between the final Contract Value and the original Contract Value.

Such payments for compensable delay-related costs shall be deemed to be complete and mutually-satisfactory compensation for field and home office overhead related to the period of delay or suspension.

Subcontractor costs of any kind, however, may be paid for by CTDOT only (a) in the context of a negotiated claims settlement or (b) if the Contractor has itself paid or legally-assumed, present unconditional liability for those subcontractor costs.

Non-Compensable Items: CTDOT will have no liability for the following specifically-identified non-compensable items:

1. Profit, in excess of that provided for herein.
2. Loss of anticipated profit.
3. Loss of bidding opportunities.
4. Reduction of bidding capacity.

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5. Home office overhead in excess of that provided herein.
6. Attorney's fees, claims preparation expenses, or other costs of claims proceedings or resolution.
7. Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these Specifications or elsewhere in the Contract.

1.11.05 – Required Claim Documentation

All claims shall be submitted in writing to the Commissioner, with sufficient detail to enable CTDOT to ascertain the basis and the amount of each claim and to investigate and evaluate each claim in detail. As a minimum, the Contractor must provide the following information for each and every claim and sub-claim asserted:

a. A detailed factual of the claim, with all dates, locations and items of work pertinent to the claim.
b. A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim must be specifically identified or explained.
c. Excerpts from manuals or other texts which are standard in the industry, if available, that support the Contractor's claim.
d. The details of the circumstances that gave rise to the claim.
e. The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the Contractor.
f. Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.
g. The name, function, and pertinent activity of each Contractor's or subcontractor's official, or employee involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.
h. The amount(s) of additional compensation sought and a breakdown of the amount(s) into the categories specified as payable under Article 1.11.04 above.
i. The name, function, and pertinent activity of each CTDOT official, employee or agent involved in or knowledgeable about events that give rise to, or facts that relate to, the claim

Any time extension request must be submitted in accordance with Article 1.08.08

When submitting any claim over $50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the Contract, that the following are true:

1. That supporting data is accurate and complete to the Contractor's best knowledge and belief;
2. That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be CTDOT's liability.

The certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

1.11.06 – Auditing of Claims

All claims filed against CTDOT shall be subject to audit by CTDOT or its agents at any time following the filing of notice of such claim. The Contractor and its subcontractors and suppliers shall cooperate fully with

the inquiries and document requests of CTDOT's auditors. Failure of the Contractor, its subcontractors, or its suppliers to maintain and retain records that are sufficient to enable CTDOT or its agents to fully evaluate the claim shall constitute a waiver of any portion of such claim that cannot be verified by specific, adequate, contemporaneous records, and shall bar recovery on any formal claim or any portion of such a claim for which such verification is not produced. Without limiting the foregoing requirements, and as a minimum, the Contractor shall make available to CTDOT and its agents the following documents in connection with any claim that the Contractor submits:

1. Daily time sheets and foremen's daily reports.
2. Union agreements, if any.
3. Insurance, welfare, and benefits records.
4. Payroll register.
5. Earnings records.
6. Payroll tax returns.
7. Records of property tax payments.
8. Material invoices, purchase orders, and all material and supply acquisition contracts.
9. Materials cost distribution worksheets.
10. Equipment records (list of company equipment, rates, cost pools, etc.).
11. Vendor rental agreements
12. Subcontractor and vendor subcontracts, purchase orders, and/or agreements including all change orders and modifications.
13. Subcontractor and vendor invoices to the Contractor, and the Contractor's certificates of payments to subcontractors.
14. Subcontractor payment certificates.
15. Canceled checks (for payroll, subcontractors, and vendors).
16. Job cost reports.
17. Job payroll ledger.
18. General ledger, general journal (if used), and all subsidiary ledgers and journals, together with all supporting documentation pertinent to entries made in such ledgers and journals.
19. Cash disbursement journals.
20. Financial statements for all years, reflecting the operations on the Project.
21. Income tax returns for all years reflecting the operations on the Project.
22. Depreciation records on all company equipment, whether such records are maintained by the company involved, its accountant, or others.
23. If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
24. All documents which reflect the Contractor's actual profit and overhead during the years that the Project was being performed, and for each of the five (5) years prior to the commencement of the Project.
25. All documents related to the preparation of the Contractor's bid, including the final calculations on which the bid was based.
26. All documents that relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.
27. Worksheets used to prepare the claim, that indicate the cost components of each item of the claim, including, but not limited to, the pertinent costs of labor, benefits and insurance, materials, equipment, and subcontractors' damages, as well as all documents that establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.

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