

City of Torrington

CONTRACT DOCUMENTS
FOR
"Guide Rail Installation"

BID #GRI 027-101305

TORRINGTON, CONNECTICUT

Mayor

Honorable Owen J. Quinn

City Council

Thomas Jerram

Paul Summers

James McKenna

Paul Samele, Jr.

Marie Soliani

Drake Waldron

Public Works Director

Gerald C. Rollett, P.E.

City Engineer

Edward Fabbri, P.E.

October, 2005



Prepared By

Torrington Engineering Department

TABLE OF CONTENT

	<u>PAGE</u>
A. INVITATION TO BID	1
B. INFORMATION FOR BIDDERS	2 – 8
C. BID FORMS	
Bid Proposal & Forms (Schedule A)	9-10
Non-collusion Affidavit of Prime Bidder	11
Surety Guaranty Form.....	12
Contractor's Qualification Statement	13-16
D. GENERAL CONDITIONS.....	GC-100 – GC-132
E. TECHNICAL SPECIFICATIONS	SEE C.D.O.T. FORM 816

INVITATION TO BID

"GUIDE RAIL INSTALLATION", TORRINGTON, CT

BID # GRI 027-101305

Sealed bids for "GUIDE RAIL INSTALLATION" in Torrington, Connecticut will be received at the office of the Purchasing Agent, Room 110, City Hall, 140 Main Street, Torrington, Connecticut until 10:00 A.M., October 13, 2005, at which time and place they will be opened publicly and read. Contract Documents may be obtained at the Purchasing Department, Room 109A, in City Hall, Torrington, CT.

GENERAL DESCRIPTION OF THE WORK TO BE DONE: The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall supply all necessary equipment, operators, labor, tools, materials and other services including "Call Before You Dig" and to perform the installation of guide rail on various streets in the City of Torrington.

BID SECURITY: A Bid Bond with an acceptable surety, or a Cashier's Check in the amount of 5% of the total bid shall be submitted with each bid. The successful bidder must furnish a 100% Performance Bond and a 100% Labor and Material Payment Bond.

The City of Torrington reserves the right to reject any or all bids, to waive technicalities, to award the contract to a bidder other than the lowest bid, and to award the contract as it feels will best serve the public interest. It is anticipated that a contract will be awarded within thirty (30) days after the bid opening and that the successful bidder will be required to start work within fourteen (14) days after receipt of a written Notice to Proceed.

A "Notice to Proceed" will be issued upon receipt of all required contract submittals and execution of a contract. All work is to be substantially completed within 60 days of the Notice to Proceed and the schedule of work is to be coordinated with the City of Torrington Street Superintendent.

CITY OF TORRINGTON



**CHARLENE R. ANTONELLI
PURCHASING AGENT**

Dated:

"AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER"

INFORMATION FOR BIDDERS

GENERAL DESCRIPTION OF THE PROJECT: The Contractor shall supply all necessary equipment, operators, labor, tools, materials, traffic control, superintendence and plant and other services including "Call Before You Dig" and to perform the installation of guide rail.

AREA OF WORK: The location of the work is on various streets in the Torrington Connecticut.

FORM OF BID: Each proposal shall be upon the BID FORM included herewith; no other form of bid shall be acceptable. Each bid item shall be stated in words and figures. In the event of any discrepancies between written words and figures in connection with any bid item, the words shall prevail. In executing the bid form, the bidder certifies that he has inspected the site of the work and that he is thoroughly familiar with the field conditions and the Contract Documents.

QUALIFICATION OF BIDDERS: All contractors submitting a bid shall include a completed and notarized Contractors Qualification Statement Form. A blank form is included at the end of the Bid Proposal pages. The City reserves the right to disqualify a contractor for reasons including, but not limited to any of the following:

- (1) For having defaulted on a previous contract.
- (2) For having failed, without acceptable justification, to complete a contract within the contract period.
- (3) For having failed to prosecute work in accordance with contract requirements.
- (4) For having performed contract work in an unsatisfactory manner.
- (5) For having failed to prosecute work continuously, diligently and cooperatively in an orderly sequence.
- (6) For having filed a sworn statement with the City which, in the judgement of the City, indicates that the Contractor does not have the required experience in the class of work that he bid on, does not have the proper labor and equipment to prosecute the work within the time allowed, or does not have sufficient capital and liquid assets to finance the work.

AWARD OF CONTRACT: The City of Torrington reserves the right to reject any and all bids, or to waive any informality in the bids received and to consider factors other than price, including, but not limited to, the responsiveness, experience and financial condition of the bidder and the quality of the materials proposed to be furnished. The City reserves the right to award the Contract to a bidder other than the lowest bid, and to award the contract as it feels will best serve the public interest. Upon determination of the successful bidder, the City shall submit a Notice of Award to the Contractor.

BONDS AND INSURANCE: The successful bidder agrees to furnish a Performance Bond and a Labor and Material Payment Bond in the full amount of the Contract Price. All bonds shall be executed by the bidder as Principal and by a surety company qualified to do business under the laws of the State of Connecticut. The premiums for such bonds and insurance shall be paid by the Contractor. All insurers must have an **AM Best Rating of A-VII** or better. Insurance requirements shall meet or exceed the coverage limits specified in the City of Torrington's permit applications.

ENCLOSED ADDRESS STICKER: Replies submitted, whether bid or no bid, must have the bid number clearly identified on the outside of the envelope. **Enclosed address sticker** must be filled out and affixed to bid envelope. Bidders not marking the envelopes with the attached sticker will have no recourse against the City of Torrington or its employees. Any alleged oral agreement made by a bidder or contractor with any

agency or employee of the City of Torrington will be disregarded.

TAXES: Omit all State and Federal taxes from the bid. The City of Torrington is exempt from the payment of taxes imposed by Federal government and/or the State of Connecticut.

TIME LIMITS AND SCHEDULING:

- | | |
|--------------------------|---|
| Execution of Agreement - | within 7 days of Notice of Award, unless otherwise notified by the City. |
| Notice to Proceed - | at the City's discretion but generally within 30 days of the execution of the agreement unless otherwise agreed by both the City and Contractor and stated in the agreement. The first contract day shall be the day the Notice to Proceed was dated by the City. |
| Start Work - | within 14 calendar days of written Notice to Proceed. |
| Contract Completion - | within time limit as established by the Information for Bidders, "Time Limit of Completion". |

Within one week after the Contractor has been notified to proceed with the work, he shall be required to present a detailed schedule to show his approach to meet the time limits for the Contract. After his schedule has been reviewed and approved by the City, he shall make every effort to adhere to this outline of the work.

TIME LIMIT OF COMPLETION: The Work shall be substantially completed within 60 days from the date of issuance of the Notice to Proceed, and completed and ready for final payment within 70 days after said date.

LIQUIDATED DAMAGES: For each additional day beyond the time specified in the time limit for completion of the project, the Contractor shall be assessed a sum of One Hundred (\$100.00) dollars as liquidated damages. Inclement weather conditions shall not be a reason for not completing all work within the specified time.

QUESTIONS REGARDING DRAWINGS AND DOCUMENTS

- a) In general, no answer will be given to prospective bidders in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents or the equality or use of products or methods other than those definitely designated or described on the drawings or in the specifications. All information given to bidders other than by means of the drawings and contract documents, a Pre-Bid Conference (if required) or by Addenda, as described below, is given informally and shall not be used as the basis of a claim against the City or the Engineer.
- b) To receive consideration, such questions shall be submitted at the Pre-Bid Conference (if required) or in writing to the City's representative* at least seven days before the established date for receipt of bids. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications, or other data in sufficient detail to enable the City's representative* to determine the equality or suitability of the product or method. In general, the City's representative*

will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the Contractor for incorporation into the work.

*For this purpose: **City Engineer**
 140 Main Street
 Torrington, Connecticut 06790
 860/489-2234
 Fax: 860/489-2550

- c) The City's representative* will arrange an Addenda which shall become a part of the contract, all questions received as above provided and his decision regarding each. At least five (5) days prior to the receipt of bids, he will send a copy of these Addenda to each of the prospective bidders who have taken out the drawings and contract documents.
- d) The Contractor agrees to use the products and methods designated or described in the specifications as amended by the Addenda.
- e) Non-receipt of said Addenda shall not excuse compliance with said Addenda. It is the responsibility of each Contractor to determine whether any addenda have been issued and, if so, whether he/she has received a copy of each.

No alleged "Verbal Interpretation" shall be held valid. All addenda issued during the bidding period shall supersede previous information.

BIDDERS TO INVESTIGATE

Bidders are required to submit their Proposals upon the following express conditions which shall apply to and become part of every bid received, via:

Bidders must satisfy themselves by personal examination of the location of the proposed work and by such other means as they may wish as to the actual conditions and requirements of the work.

INFORMATION NOT GUARANTEED

- a) All information given on the drawings or in the contract documents relating to test pits, subsurface conditions and existing pipes and other structures if from the best sources at present available to the City. All such information and the drawings of existing construction are furnished only for the information and convenience of bidders.
- b) It is agreed and understood that the City does not warrant or guarantee that the materials, pipes or other structures encountered during construction will be the same as those indicated by the logs of test pits or by the information given on the drawings or in the contract documents. The bidder must satisfy himself regarding the character, quantities and conditions of the various materials and the work to be done.
- c) It further is agreed and understood that the bidder or the contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the City or the Engineer, arising from or by reason of any variance which may exist between the information offered and the actual material or structures

performing labor or supplying on this project under the Contract. Surety on such bonds shall be provided by a duly authorized Surety Company licensed to do business in the State of Connecticut and all bonds shall meet the approval of the City of Torrington. Premiums shall be paid by the bidder. All bonds shall be made to the City of Torrington. An alternate bond in the form of a cashier's check will be accepted.

- d) **Amendments to Bonds** - Any changes, modifications, amendments and/or alternations to any of the required bonds shall be highlighted and the City shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the City of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future City projects.

ACCEPTANCE OF PROPOSALS AND THE EFFECT

Within thirty (30) days after the opening of the proposals, unless otherwise noted in the Invitation to Bid, the City will act upon them. The acceptance of a proposal will be a notice of acceptance, in writing, signed by a duly authorized representative of the City and no other act shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth below, making him responsible and liable for failure to execute as prescribed. Upon signing of the contract by the bidder, the Bid Bonds for the remaining bidders will be released.

TIME FOR EXECUTING THE CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

- a) The contractor or a duly authorized representative of the firm or corporation has seven (7) calendar days, from the date of mailing of the Award Notice to him or his firm, to submit the required documents and execute the contract. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of acceptance, award the bid to someone else, and/or require the entire project to be rebid, as well as sue for damages.
- b) The damages for such a breach of contract will include, but not be limited to, the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute and all other damages recoverable at law and in equity.

DIRECTION OF WORK

The work will be performed under the supervision of the City Engineer or his representative.

INDEMNIFICATION

- a) To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance or lack of performance of the work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting hereto from and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them are liable.
- b) In any and all claims against the City, its officers, agents, servants and employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone

for those acts any of them may be liable, the indemnification obligation under this sections to be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefit acts.

- c) To the fullest extent permitted by law, prior to commencing work, the Contractor shall ensure that each subcontractor shall enter into an agreement under which it shall indemnify and hold harmless the City, its officers, agents, servants and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance or lack of performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefor, and (2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person.
- d) In any and all claims against anyone indemnified hereunder by any employee of the subcontractor, or any sub-subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the subcontractor or any sub-subcontractor under the Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts.

WAGE RATES

It is anticipated this project's contract amount will be below the \$100,000.00 threshold and therefore State Prevailing Wage Rates will not apply.

If applicable (If Contract Sum meets or exceeds the minimum amount)

- a) Wage rates, establishing the minimum rates, issued by the State of Connecticut Labor Department and Contractor's Wage Certification Form, a copy of which is attached, is made a part of this contract. The Contractor shall submit with his/her bid a completed, notarized Contractor's Wage Certification form. These forms are found in Section "G".
- b) Pursuant to the State of Connecticut Public Act 93-392, the bidder shall submit a certified payroll record, utilizing the form furnished with the prevailing wage rates included in these specifications. The certified payroll shall be submitted on a weekly basis with a Statement of Compliance to the contracting agency included on the reverse side of the payroll form.

OCCUPATIONAL SAFETY AND HEALTH REGULATORY COMPLIANCE

Successful bidders must demonstrate compliance with the applicable safety and health acts including without limitation, 29CFR 1910.146 "Permit Required Confined Spaces". "Subpart P – Excavations" Part 1926 [Amended], Sections 1926.650, 651 and 652.

To demonstrate compliance, bidders must provide, with the bid response, documentation supporting compliance with the above standards. This includes: Written company policy and procedure

“Documentation” of Employee Training and Equipment Lists.

The Contractor is responsible for ensuring OSHA compliance, and his responsibility includes supervising and monitoring work site conditions for OSHA compliance. If the contractor uses subcontractors, the contractor is responsible for ensuring that the subcontractors fulfill their obligations with respect to employee safety, particularly including those, which affect the entire site.

The City shall consider OSHA violation(s) over the past five years in determining the ability of the Contractor to comply with OSHA requirements and in determining whether contractor is a responsible bidder.

If there has been a OSHA violation within the past five (5) years (measured from the date of the bid), the contractor shall provide copies of the citation(s), all documents regarding final determination of such citations including settlement, and any explanation(s) of such violations.

WORKERS COMPENSATION ACT - All contractors are required to conform to C.G.S. Section 31-286a, as amended, concerning workers compensation insurance requirements for contractors on Public Works projects. The contractor shall submit with his/her bid a completed and notarized Workers Compensation Act Conformance Form.

CORRECTIONS - Corrections, erasures or other changes in the bids must be explained or noted over the signature of the Bidder.

FACSIMILE BIDS - Facsimile bids will not be accepted by the City under any circumstance.

FIRM PRICING - The bidders shall be required to hold their bid prices firm for a minimum period of sixty (60) consecutive calendar days from the date of receipt of bids.

BID PROPOSAL

**BIDS FOR "Guide Rail Installation",
TORRINGTON, CONNECTICUT**

TO: CITY OF TORRINGTON
ENGINEERING DEPARTMENT
140 MAIN STREET
TORRINGTON, CT. 06790

FROM: _____

Gentlemen:

The undersigned bidder, in compliance with the "Invitation for Bids" for the "Guide Rail Installation", Torrington, Connecticut, having examined the Connecticut Department of Transportation standard details and Form 816 specifications, with related documents and the site of the proposed work and, being familiar with all the conditions surrounding the construction related to the proposed project, hereby proposes to furnish all labor, material and supplies and to construct the project in accordance with the Contract Documents, within the time set forth therein. The bidder understands that the Contract shall be awarded on the basis of the prices as shown herein and that the prices for the items will be used as the basis for payment during the construction of the project.

This bid was determined on the basis of the unit prices on the following pages (Exhibit "A"), is written as follows:

(Written Words)

(Written Figures)

Bidder acknowledges receipt of the following Addenda:

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Signed this _____ day of _____, 200_____.

Firm Name: _____

Address: _____

Phone: _____ Fax: _____

Duly Authorized Signature

Title

BID FORM

SCHEDULE A

<u>Item No.</u>	<u>Total Est. Quantity</u>	<u>Description</u>	<u>Total in Figures</u>
I-1	2,000 FT.	RB350 Metal Beam Guide Rail, the price per lineal foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
I-2	2 EA.	RB350 Type I Anchor, the price per each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
I-3	14 EA.	RB350 Type II Anchor, the price per each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
I-4	16 LF.	3 Cable GR Sys 3, the price per linear foot of _____ Dollars and _____ Cents (\$ _____)	\$ _____
I-4	2 EA.	3 Cable Type II Anchor, the price per each of _____ Dollars and _____ Cents (\$ _____)	\$ _____
I-3	155 EA.	Removal and disposal of existing post system, the price per post of _____ Dollars and _____ Cents (\$ _____)	\$ _____

Note: All Unit Prices Bids shall include cost of Maintenance and Protection of Traffic and all applicable fees.

End of Bid Form

Summary of Guide Rail Installation Locations

	Estimated Quantity
Highland Ave.(at Birney Brook)	
RB350 Metal Beam Guide Rail (Linear Feet)	75
RB350 Type I Anchor (each)	2
Removal of Existing Post (each)	21
Weed Road (at Bantam River)	
RB350 Metal Beam Guide Rail (Linear Feet)	106
RB350 Type II Anchor (each)	4
Removal of Existing Post (each)	8
Litchfield St. at Wyoming Ave.	
3 Cable GR Sys 3 (Linear Feet)	16
3 Cable Type II Anchors (each)	2
Pothier Road (at Beverly Brook)	
RB350 Metal Beam Guide Rail (Linear Feet)	56
RB350 Type II Anchor (each)	2
Removal of Existing Post (each)	5
Pothier Road (North of Beverly Brook)	
RB350 Metal Beam Guide Rail (Linear Feet)	425
RB350 Type II Anchor (each)	2
Removal of Existing Post (each)	19
Newfield Road	
RB350 Metal Beam Guide Rail (Linear Feet)	1338
RB350 Type II Anchor (each)	6
Removal of Existing Post (each)	102

SURETY GUARANTY FORM
(To Accompany Proposal)

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

(Name of Surety Company)

organized and existing under the laws of the State of _____ and licensed to do business in the State of Connecticut, certifies and agrees, that if the Contract for the **“GUIDE RAIL INSTALLATION”**, Torrington, CT is awarded to the undersigned,

(Name of Bidder)

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

(Signature for Surety Company)

Title

Date

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

CONTRACTOR'S QUALIFICATION STATEMENT

Contractor's Qualification Statement Forms: These forms must be completed and submitted for the project you are interested in bidding. Bidders that fail to provide all requested information, or who misrepresent such information, may have their bid rejected as non-responsive and, if they become the apparent successful bidder for a contract, may be deemed non-responsive as such. The City of Torrington may reject a contractor based on the contractor's performance record with regard to quality of work, timely completion, debarment by others, changed financial status, or other pertinent factors.

Confidentiality: The contractor's statement and requests for proposal forms submitted to the City will be treated as confidential, for official City use only, and will not be open to public inspection, except as required by law. It is the City's position that pursuant to Connecticut General Statutes Section 1-210(b) (5) such documents are exempt from disclosure under the Connecticut Freedom of Information Act, and that the City will not disclose such documents in response to requests made under the Act.

The Undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter.

SUBMITTED BY:

NAME: _____ [] CORPORATION
[] PARTNERSHIP
ADDRESS: _____ [] INDIVIDUAL
[] LLC
PRINCIPAL OFFICE: _____ [] OTHER _____

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business? _____

2. How many years has your organization been in business under its present business name? _____

If business was under a different name, give previous name. _____

3. If a Corporation, answer the following:

Date of Incorporation: _____ State of Incorporation: _____

President: _____

Vice President (s) _____

Secretary: _____

Treasurer: _____

4. If a Partnership, answer the following:

Date of Organization: _____ Type of Partnership: _____
(General/Limited/Association)

Name and address of all partners:

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. What percent of the work do you normally perform with your own forces? _____

List trades:

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract?

If so, state circumstances:

9. List major construction projects your Organization has under contract on this date:

10. List any bids for which awards are pending:

11. Have any time extensions ever been necessary? If so, please explain:

12. Have any penalties ever been imposed? If so, please explain: _____

13. Have any claims ever been filed? If so, please explain: _____

14. Attach a list of the plant and equipment available to properly and expeditiously perform the work:

15. Name of Bonding and Insurance Companies and Name, Telephone Number and Address of Agents:

16. The undersigned agrees to furnish, if requested by the City, if being considered for award of contract for the project upon which a bid proposal has been submitted within 48 hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items: Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets. Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provision for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capitol (capitol stock, authorized and outstanding shares par values, earned surplus).

17. List number of pending lawsuits: _____

18. List the number of lawsuits that your organization has been involved in over the past five years. _____

Dated at _____ this _____ day of _____, 2004.

NOTARIZATION: State of _____ County of _____

M _____ being duly sworn deposes and says that he (she) is the
_____ of _____ Contractor (s),

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____, 2004.

Notary Public: _____

(Notary Seal)

My Commission Expires: _____

- 1.0 **GENERAL CONDITIONS**
- 1.1 Introduction
- 1.2 Definitions
- 1.3 Superintendence by Contractor
- 1.4 Subcontracts
- 1.5 Other Contracts
- 1.6 Fitting and Coordination of Work
- 1.7 Mutual Responsibility of Contractor
- 1.8 Progress Schedule
- 1.9 Payments to Contractor
- 1.10 Changes in the Work
- 1.11 Claims for Extra Cost
- 1.12 Termination; Delays and Extensions; and
Liquidated Damages
- 1.13 Assignment of Novation
- 1.14 Engineer's Authority
- 1.15 Specifications and Contract Drawings
- 1.16 Shop Drawings
- 1.17 Requests for Supplementary Information
- 1.18 Materials and Workmanship
- 1.19 Samples, Certificates, and Tests
- 1.20 Permits and Codes
- 1.21 Care of Work
- 1.22 Accident Prevention
- 1.23 Sanitary Regulations
- 1.24 Use of Premises
- 1.25 Removal of Debris, Cleaning, Etc.

- 1.26 Inspection/Acceptance of the Work
- 1.27 Review by City
- 1.28 Final Inspection
- 1.29 Deductions for Uncorrected Work
- 1.30 Insurance
- 1.31 Patents
- 1.32 Warranty of Title
- 1.33 General Guaranty
- 1.34 Arbitration and Litigation
- 1.35 Risk of Loss
- 1.36 Required Provisions Deemed Inserted
- 1.37 Corrections
- 1.38 Safety Provisions
- 1.39 Working Hours, Night Work, Saturdays, Sundays and Holidays
- 1.40 Access to Site
- 1.41 Weather Conditions/Work in Freezing Weather
- 1.42 Intoxicating Liquors
- 1.43 Indemnity Clause
- 1.44 Non-Federal Labor-Standards Provisions
- 1.45 Prevailing Wage Rates
- 1.46 Maintenance
- 1.47 Occupational Safety and Health Standards

1.0 GENERAL CONDITIONS

1.1 Introduction:

This volume contains specifications for the construction of public improvements for acceptance by the City of Torrington, Public Works Department. The contents of this volume, insofar as they may apply, and except for such portions as clearly indicate otherwise, and/or except as any portion hereof may have been specifically altered, amended, or amplified by one of the contract documents for a particular contract, will have been made and will be considered as part of the contract documents, and the requirements hereof will be requirements of the contract between the City of Torrington (herein referred to as "City" or "Owner") and the Contractor, as provided in the separate document known as the Contract Agreement, which evidences that a contract has been made between the City and the Contractor to the same extent and force as if the contents of this volume had been attached to and made part of said formal documentary agreement.

Portions of the text of this volume descriptive of work and materials may be used to describe the usual requirements and practices of the City of Torrington relative to the construction of public improvements, particularly for specifying what is to be done by some person or party who may be constructing said public improvements under the supervision of or under a permit issued by and paid by the City; as, for example, a licensed drain layer operating under a house connection permit, or a real estate developer who undertakes to construct public improvements within a tract being developed by him under an agreement with the City which provides for inspection thereof by the City.

Portions of this volume may be referred to and used, if so agreed by the parties concerned, to describe or specify work and materials to be performed or furnished by a Contractor and/or developer for the construction of any item not contained in these specifications. The Contractor will reference Form 816, dated 1995 (or latest edition), the "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction", as amended, or request Public Works specifications to supplement Form 816. But the extent to which portions of this text shall apply in any case shall be limited as may have been provided in the agreement between the said parties. No provision of these Specifications which provides that the City of Torrington, or any agent thereof, will make payment to, or perform any service for, the Contractor will be binding upon the City when this text is used as part of any contract between outside parties to which the City is not a principal party.

Certain provisions of this text provide that the City of Torrington will make payments to the Contractor, or will perform certain services or assume certain risks, or make deductions from sums due or to become due the Contractor, etc., which provisions are intended to apply only when this text is part of a contract between the City of Torrington and a construction contractor employed directly by the City. Such provisions shall not in any case be interpreted as providing that the City of Torrington will make any payment to, render any service, or assume any risk for any party other than the Contractor directly employed by the City and named in a Contract Agreement between the said City and said Contractor.

If any provision herein as to payments to be made by, services to be performed by, or risks to be assumed by the City of Torrington shall have been amended, modified, limited or altered by any provision of the plans, Information for Bidders, Contract or Special Provisions prepared for any particular work, such amendment, modification, etc. shall govern and control irrespective of any contrary provision contained in this printed document.

When this text is used to describe or specify work and materials in relation to any agreement between parties wherein the City of Torrington is not one of the contracting parties, then the provisions herein with respect to payments shall apply only to the extent which may have been clearly agreed upon by those outside parties.

Because this text has been written to serve the various purposes described in the previous section, some things have been described in broad, general terms, and this text must be read and interpreted with that in mind.

1.2 Definitions:

The following words, terms, phrases, initials and abbreviations, where used in this volume and in the other related contract documents (Drawing, Information for Bidders, Proposal, Contract Agreement and Special Provisions, etc.) shall, insofar as the text admits and subject to the clear intent of the particular use, be read and held to have the meanings indicated by the following definitions and directions:

ADDENDA	A supplement to the Information for Bidders, Proposal or Special Provisions, issued by the Engineer to prospective bidders to amend original bidding information.
AS DIRECTED AS ORDERED	Read as if full text were "...as directed by the Engineer..." or "...as ordered by the Engineer..."
AS INDICATED	Read as though full text were "...as indicated by contract documents..." and/or "...as shown by drawings and/or described in Specifications, Special Provisions or other contract document..."
AS NEEDED AS REQUIRED	Read as if full text were "... as needed (or required) for the fulfillment of the intent of the drawings, Specifications, project, etc..." or "...as needed (or required) to complete or execute the proposed work in good order..."
ASTM	When followed by a number or numbers, refers to published specifications of the American Society for Testing Materials and to the particular specification indicated by the accompanying numbers or designation. In certain cases, the published specification of a given number refers in part to some other specification in the same series, by number, and such second reference shall be understood as included within the original reference contained herein.
BIDDER	The person, persons, firm or corporation, or the combination of them, who made or contemplates making a proposal to the City to furnish materials or equipment, or perform the work contemplated by the proposed or existing Contract in question, and more specifically to the particular Bidder whose proposal has been accepted .
BIDDERS	The collective group of bidders or prospective bidders for a given contract.
CONSTRUCTION OF THE WORK	In broad use, this will include all of the furnishing and delivery of materials, equipment, etc., a building of sewers, structures and appurtenances to be furnished, delivered, performed or built by the Contractor under the Contract, or certain narrower uses will refer only to the building of physical things such as sewers, drains, structures and their appurtenances.
CONTRACT	The undertaking or agreement between the City and the Contractor to furnish and deliver certain materials, perform certain services and build certain sewers or structures and, more specifically where the context requires, the document described herein as the "CONTRACT AGREEMENT".

CONTRACT AGREEMENT

The document signed by representatives of the City and the Contractor as written evidence of the fact that a contract has been entered into by them and setting down in written form certain of the terms and conditions thereof; being one portion of the whole group of documents comprising the description and written statement of the whole contractual undertaking.

CONTRACT DOCUMENTS

The group of documents describing the terms and conditions of the contractual undertaking, and including the documents named in the Information for Bidders, standard practices of the City, and such other drawings as may be made part of the Contract, together with the Information for Bidders on which the Bid Proposal was based and addenda thereto, if any, issued to prospective bidders, the Bid Proposal made by the Contractor to the Board of Councilmen which forms the price basis of the Contract, and Special Provisions prepared for and descriptive of the work contemplated herein and furnished to bidders, the Contract Agreement, Specifications, Surety Bond, and other documents, if any, made part of Contract. But, in general, mere correspondence or conversation between agents of the City and the Contractor will not be considered to be "contract documents" as that term is used herein.

CONTRACTOR

The person, persons, corporation, party or parties contracting with the City of Torrington as party of the second part to the Contract to furnish or deliver materials, construct certain work or perform certain services as contemplated by the Contract, or any of them, including his, her, their or its employees, agents, servants, heirs, successors and assigns, together with any and all subcontractors employed by said principal Contractor, suppliers of materials and their agents when on or near the site or sites of the work for purposes arising out of or in connection with any incident of the Contract.

For convenience, the Contractor, as above, will be referred to by the third person singular pronouns, (he, his, or him) irrespective to the sex, or plural or corporate nature of the Contractor.

DIRECTED

See "As Directed".

DRAWINGS

The plans or drawings made part of the contract documents as illustrating the proposed work or project and the requirements of the City with respect to the Contract, together with such supplemental or additional drawings by the Engineer as may be needed from time to time to illustrate particular requirements in more detail. "Drawings" may also be referred to as "plans" or similar works. Drawings will consist of two general groups: (a) drawings prepared for and illustrating the particular project, and (b) drawings prepared to illustrate the customary practices and requirements of the City, typical details of conventional structures or portions of the work, etc.

In general, where not otherwise indicated or required by the text, the work "drawings" will usually refer to and only include those described in the Information for Bidders. Drawings prepared for or submitted by the Contractor, or by suppliers of equipment or materials, will be so described when such drawings are meant.

The work "plan" or "plans" may be read as synonymous with the work "drawing" or "drawings" where the context so requires.

ENGINEER

The Engineer of the City, acting according to the duties assigned to him by the City Charter and the Director of Public Works of the City, and also the representatives of said Engineer, when acting within and limited by the particular duties and powers assigned to each. See also "Inspector".

FORM 816

The term "Form 816" means the "State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction"-Form 816 dated 2004 and supplements thereto. Wherever the term "State" is used in the Form 816 it shall be assumed to mean "City".

Definitions of terms and permissible abbreviations listed in Form 816 Section 1.01, shall also apply unless superseded by definitions listed under GENERAL CONDITIONS .

HE, HIS, HIM

These pronouns may be used with reference to the Contractor or any person or party acting under or for the Contractor, irrespective of the sex, plurality, or corporate character of the Contractor, where the context indicates that the Contractor is referred to. Elsewhere these pronouns will be used in the usual manner.

INDICATED

See definition phrase " As Indicated" previously described.

**INFORMATION
FOR BIDDERS**

One of the contract documents prepared by the Engineer and issued to prospective bidders, giving them information relative to the proposed contract and work contemplated therein , and giving directions for preparing and submitting proposals for the work, being attached to and issued with the Bid Proposal form.

Where the context admits, the Information for Bidders will also include any and all addenda issued by the Engineer to prospective bidders, in writing, between the preparation of the original text of the Information for Bidders and the time for receiving and opening proposals, if such addenda are intended to amend or amplify the original Information for Bidders. But mere oral statements by City officers and employees, or correspondence not intended to be addressed to all prospective bidders as "addenda" and not intended to amend the original Information for Bidders will not be considered as part of the Information for Bidders.

INSPECTOR

An employee or agent of the City assigned by the Engineer to examine and test materials and work proposed to be furnished under the Contract, to observe the construction of the project, or any part thereof, to assist the Contractor in the interpretation of drawings, specifications and other contract documents, to make measurements for and to keep records for the Engineer, and to report to the Engineer on the performance of the Contractor relative to the work, all as and only as instructed by the Engineer.

No inspector shall be deemed authorized to receive or accept notices required to be given to the Engineer or the City, nor to waive any requirement of any contract document, nor to modify or alter or amend any order of the Engineer.

Inspectors shall not be expected to act as assistants to, or foremen, clerks, or the like, for the Contractor and his staff. If any inspector at any time does perform any duty of or for the Contractor, it must be agreed that such act by the inspector is a voluntary act, without compensation and without liability.

MAINTENANCE PERIOD	<p>The period or periods during which the Contractor is required to maintain and correct defects in the work or any part thereof.</p> <p>As applied to any specific portion of the work, the "maintenance period" may be understood to include the whole period between the time of construction of that part of the work, or the delivery of that part of the materials, and the final end of the final maintenance period, including the period between the time when any particular portion of the work or materials is completed and the expiration of one year next following final completion of all construction or delivery of work and materials.</p>
NEEDED/ NECESSARY	<p>The phrases "...as needed..." and/or "...as necessary..." will, in general, mean as needed or as reasonably necessary and convenient for the full performance of the work, etc., in accordance with the requirements of the Contract and related plans, Specifications, Special Provisions, etc., and/or as required by law or ordinance, or by the conditions of a permit issued by a proper public body or officer.</p>
ORDERED	<p>See "As Ordered".</p>
PERFORMANCE BOND	<p>A surety bond furnished by the Contractor to secure fulfillment of the contract on his part. Also called "surety bond " and surety thereon the "surety".</p>
PLANS	<p>Sometimes used in lieu of "Drawings" or "Contract Drawings".</p>
PROJECT	<p>The public improvement of which the work or material to be built or furnished under the Contract is an essential part. May also be used as synonym for "work" in text of contract documents.</p>
PROPOSAL OR BID PROPOSAL	<p>The proposal or bid submitted by the bidder, who may have subsequently BID become the Contractor, to the Board of Councilmen. Where used relative to incidents occurring before the award of any contract thereon, the word "Proposal" will refer to the proposal form as submitted by the particular bidder in question. Where used relative to any incident arising or likely to arise after the award of the contract, the word "Proposal" will refer to the specific proposal or bid submitted by the bidder who has then become the Contractor, and upon which proposal the award of the contract was made by the Board of Councilmen. If a proposal has been amended by agreement between the City and the bidder, the word "Proposal" shall apply to the proposal as amended . If any bid price was omitted and a price supplied therein by the Board of Councilmen, the Engineer, or other City agent as provided in the Information for Bidders, the word "Proposal" shall mean the original proposal amended by the insertion of that omitted price or prices, or item or items.</p>
PUBLIC WORKS DIRECTOR	<p>The Director of Public Works or, in his absence or inability to act, his assistant, or the authorized agent thereof, limited as to authority by his duties and powers assigned to said representative agent in the particular instance.</p>
REQUIRED	<p>See "As Required".</p>

**RIGHT-OF-WAY
RIGHTS-OF-WAY**

Line or strip of land along which the City owns the right to construct, maintain, etc., sewer and rights possessed by the City. In case of sewer or structure to be located in a public street, rights will usually be limited to lines of the public highway and to such portion thereof as City or Street or Highway authorities may limit same. Where located through private land, rights-of-way will many times comprise of two strips, superimposed one on the other, a permanent easement possessed by the City, within which it may build, maintain, operate, repair, etc., the sewer, and a wider strip acquired for and limited to use for construction purposes (i.e. operation of construction forces and equipment, temporary storage of supplies, spoil banks, etc.) and only during the period of actual construction of the sewer or structure at that point. All rights-of-way limited by rights possessed by City therein.

**RIGHT-OF-
ACCESS OR
ACCESS
DRIVEWAY**

Passageway or right to pass which may be used for getting to and from work, or sewer right-of-way proper. Sometimes access right-of-way and access driveways may be used only in common with others. All rights-of-access limited by rights possessed by the City herein.

SERVICES

All that is usually comprehended in the term, so far as such meanings apply, and in particular to the assumption of liabilities on the part of the Contractor, furnishing insurance and other securities, keeping of records, furnishing supplemental drawings, tests, schedules, data, barricades, signs and other duties described in the Contract and Specifications.

**SPECIAL
PROVISIONS**

Written or printed text or texts prepared and issued to bidders to describe or explain particular phases, features, or requirements for a particular contract or project, being in general, supplemental specifications and the standard forms or texts usually used by the City for the Information for Bidders or Contract Agreement. Note that "Special Provisions " will, in general, take precedence over the standard texts with respect to the Contract or work for which they were prepared and issued by the City.

**THE WORK/
WORK**

Collective term used to include the sewers and/or other structures constructed or to be constructed by the Contractor under the Contract; the materials to be furnished if the Contract contemplates the furnishing and delivery of materials or equipment other than those entering into construction; and, where the context admits, will also included physical services or work performed or to be performed by the Contractor.

Other items are defined in the text where used.

1.3 Superintendence by Contractor:

- a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent satisfactory to the City and the Engineer for the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. Should, in the opinion of the Engineer, any language barrier exist between the Superintendent and the Engineer, the Contractor will employ a qualified interpreter.
- b. The Contractor shall layout his own work, including all survey required, and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

1.4 Subcontracts:

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has submitted a Non-Collusion Affidavit from the Subcontractor on the form shown in the "Bid Forms" and has received written approval of such Subcontractor from the City. Unless specifically permitted otherwise, the Contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence work amounting to not less than fifty (50) per cent of the original total Contract value for the project, exclusive of specialty items not commonly found in contracts for similar work or which require highly specialized knowledge, craftsmanship or equipment not ordinarily available in the organization of contractors performing work of the character embraced in this Contract. Specialty items, if any, shall be specified elsewhere.
- b. No proposed Subcontractor shall be disapproved by the City except for cause.
- c. The Contractor shall be as fully responsible to the City for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.
- e. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the City.

1.5 Other Contracts:

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate his work with theirs.

The City may award, or may have awarded, other contracts for additional work and the Contractor shall cooperate fully with such other contractors by scheduling his own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not permit or commit any act which will interfere with the performance of work by any other Contractor as scheduled.

Wherever work being done by the City or municipal forces or other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City to secure the completion of the various portions of the work in general harmony.

1.6 Fitting and Coordination of Work:

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work. The Contractor shall, at his own expense, effect all cutting, fitting, or patching of his work required to make the same conform to the Contract Drawings and Specifications and, except with the consent of the City, not to cut or otherwise alter the work of any other contractor.

1.7 Mutual Responsibility of Contractor:

If, through acts or neglect on the part of the Contractor, any other contractor or subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other contractor or subcontractor by agreement or arbitration, if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the City on account of any damage alleged to have been so sustained, the City will notify the Contractor, who shall defend at his own expense any suit based upon such claim and, in any judgement or claims against the City, shall pay or satisfy such judgement or claim and pay all costs and expenses in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the City and Engineer.

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

1.8 Progress Schedule:

The Contractor shall (unless a Pre-Award Schedule has been submitted and approved) submit within seven (7) calendar days after receiving "Notice to Proceed", a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications and the SPECIAL CONDITIONS (PROGRESS SCHEDULE) if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- a. The project name and number.
- b. The contract time, contract beginning date, ending date and periods of shutdown, if any.
- c. A listing of all items of work with the estimated contract cost and periods of activity noted for each segment of the work.
- d. The total estimated contract cost for each segment of the work.
- e. The schedule will generally be set up along the following guidelines unless otherwise stated in the SPECIAL CONDITIONS under "PROGRESS SCHEDULE".

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated as necessary.

The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work, including a full statement of the equipment to be used. If the SPECIAL CONDITIONS include a "SEQUENCE OF OPERATIONS" and/or "WORK BY OTHERS" all operations referred to therein, together with any and all other operations critical to the timing of this project, shall be included in proper sequence in the Progress Schedule .

1.9 Payments to Contractor:

- a. **Methods for Measurement and Estimating:** At appropriate points in this text, specifications are given with respect to measuring or estimating certain quantities and the sums due the Contractor for the same. Except as otherwise provided, the Engineer shall determine the appropriate method for measuring and computing each quantity, and for estimating the sums due the Contractor for the various items of work and material, using such methods, tools, and degrees of precision as are suitable for the particular measurement, item, or computation. The Contractor, when so requested by the Engineer, shall assist the Engineer in measuring or determining quantities, either by the help of his unskilled laborers on the site, by furnishing copies of invoices, or by other means.
- b. **Prices Include:** The prices stated in the Proposal include full compensation for furnishing all the labor, equipment and material needed for, and for performing all the work contemplated by the Contractor.
- c. **Partial Payments:**
 - (1) The Contractor shall prepare his requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for his approval. The amount of the payment due the Contractor shall be determined by adding the total value of work completed to date and deducting (1) five percent (5%) of the total amount, which will be retainage, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices contained in the Agreement.
 - (2) Monthly or partial payments made by the City to the Contractor are monies advanced for the purpose of assisting the Contractor, and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.
- d. **Final Payment:**
 - (1) After final inspection and acceptance by the City of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item or work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the City with a release in satisfactory form of all claims against the City arising under and by virtue of his Contract other than such claims, if any, as may be specifically expected by the Contractor from the operation of the release as provided elsewhere herein. Two and one-half percent (2½ %) of the final total value of work completed shall be retained until the end of the guaranty period. The retainage may be reduced at an earlier date at the option of the City.

(2) The City, before paying the final estimate, will require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the City deems the same necessary in order to protect its interest. The City may, however, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts, and any payments so made shall no way impair the obligations of any surety or sureties furnished under this Contract.

(3) Withholding of any amount due the City shall be deducted from the final payment due the Contractor.

e. **Withholding Payments:**

The City may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City, and, if it so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any monies for their protection unless the City elects to do so. The failure or refusal of the City to withhold any monies from the Contractor shall no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

f. **Payments subject to Submission of Certificates:** Each payment to the Contractor by the City shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

1.10 Changes in the Work:

a. The City may make changes in the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract.

b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

c. The Contractor agrees to perform any of the aforementioned changed work, along with all other required work found under the Contract, without delay and in accordance with good construction practices.

d. These changes outlined above may be made without relieving or releasing the Contractor from any of his obligations under the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is provided otherwise.

- e. If the changed work is more costly to the Contractor than the original contract work, an adjustment of the Contract payment provisions will be made to compensate the Contractor for such additional cost. If such change is less costly to the Contractor than the original work, an adjustment of the Contract payment provisions will be made to credit the City with such decreased cost. All adjustments to the Contract payment provisions will be made in accordance with Paragraphs g. and h. below.
- f. If applicable unit prices are contained in the Agreement (established as a result of either a unit Price Bid or a Supplemental Schedule of Unit Prices) the City may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract.
- g. If applicable unit prices are not contained in the Agreement, the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change, after which the procedure shall be as follows:
 - (1) If the change in the work involves additional work, the procedure shall be as follows:
 - (a) If the proposal is acceptable, the City will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
 - (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a Cost-Plus-Basis. A Cost-Plus-Basis will be paid for as defined in the Form 816, Section 1.09.04.
 - (2) If the change in the work required a reduction in the work involved, the procedure shall be as follows:
 - (a) If the proposal is acceptable, the City will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
 - (b) If the proposal is not acceptable, and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit. The City may then order the Contractor to proceed with the work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, he may appeal the same in accordance with the procedures outlined herein.
- h. Each Change Order shall include in its final form:
 - (1) A detailed description of the change in the work.
 - (2) The Contractor's proposal (if any) or a confirmed copy thereof.
 - (3) A definite statement as to the resulting change in the Contract price and/or time.
 - (4) The statement that all work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.
- i. The Contractor shall not take advantage of any obvious error in the specifications or any such error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the Contract Documents will be immediately reported to the Engineer, who shall make such corrections and interpretations as may be deemed necessary for the completion of the work in a satisfactory and acceptable manner.

1.11 Claims for Extra Cost and Time:

- a. All claims between the parties, including all claims for additional time arising out of or in any way related to this Contract and/or the performance of the same or its interpretation, shall within ten (10) days of the event or action giving rise to the claim be presented to the City. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within five (5) days of its commencement, the claim will be considered only for a period commencing five (5) days prior to the receipt by the City of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.
- b. As soon as practicable after the final submission of all information, the City shall make a determination of any claim. Said decision of the City shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the City shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the City fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.
- c. There shall be no added compensation paid for delay to the Contractor unless the City causes said delay by a material breach of this Contract, and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND EXTENSIONS"; "LIQUIDATED DAMAGES", wherein it is alleged that the Contractor's equipment was caused to remain idle, only one-half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.
- d. Claims for additional compensation for extra work due to alleged errors in ground elevations, contour lines, or bench marks will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the drawings and maps issued.
- e. If, on the basis of the available evidence, the City determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS.
- f. In the event of an unfavorable decision by the City, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

1.12 Termination; Delays and Extensions; and Liquidated Damages:

- a. Termination of Contract: For its own convenience, the City may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor, and in the event of such avoidance, the City will not be liable to the Contractor for any claims or losses, including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed, the City may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the City, the City shall be responsible to the Contractor for the following monies only, which monies shall be subject to legitimate charges of the City against the Contractor:

- (1) All reasonable costs incurred by the Contractor in performance of or in anticipation of performance of the Contract, provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or resale of materials ordered; and
- (2) A mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work completed and in place, in accordance with the Contract Drawings and Specifications, to the date of termination. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this Contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason, the rights of the Contractor to recover payment for all work executed from the City shall be determined as set forth above.

The City may give notice in writing to the Contractor and his Surety of any material breach of the Contract by the Contractor to include, but not limited to, any of the following:

- (1) Failure to begin the work under the Contract within the time specified.
- (2) Failure to perform the work with sufficient workmen, equipment, or materials to insure the prompt completion of the work.
- (3) Unsuitable performance of the work or failure to perform such work as shall be rejected as defective and unsuitable.
- (4) Neglecting or refusing to remove material rejected as defective and unsuitable.
- (5) Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and Holidays, without written authorization of the Engineer.
- (6) Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and Holidays).
- (7) Becoming insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency.
- (8) Allowing any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
- (9) Making any assignment for the benefit of creditors.
- (10) Violating any covenants contained in the Contract Documents .

The Contractor or Surety, within a period of ten (10) calendar days after such notice, shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the City, the City may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor or Surety.

The City may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the City, together with the cost of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the City the amount of said excess.

b. Excusable Delays and Extensions of Time: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

(1) To any acts of the Government, including controls or requisitioning of materials, equipment, tools, or by labor by reason of war , National Defense, or any other national emergency.

(2) To any acts of the City, its Engineer or Agents; or injunction or litigation against said City.

(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or the public enemy acts of another Contractor in the performance of some other contract with the City, fires, floods, epidemics , quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2), and (3) of this Paragraph "b".

Provided, however, that the Contractor promptly notifies the City within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract the delay is properly excusable, the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the City by reason of any delay.

1.13 Assignment or Novation:

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the City; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the City. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

1.14 Engineer's Authority:

All work shall be subject to the review of the Engineer. He shall decide all questions as to interpretation of the plans, specifications, and questions of mutual rights between contractors. He shall decide on an acceptable rate of progress, on the manner of performance, and on the acceptable fulfillment of the Contract. The Engineer shall have the right to determine the points at which the Contractor may begin work and the order in which the work shall be prosecuted to the best interest of the City and within the intent of the terms of the Contract. The determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

1.15 Specifications and Contract Drawings:

Anything mentioned in the Specifications and not shown on the Contract Drawings, or shown on the Contract Drawings and not mentioned in the Specifications, shall be of like effect as is shown on or mentioned in both. In case of any discrepancy in the Contract Drawings or Specifications, the matter shall be immediately submitted to the Engineer without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense. The GENERAL CONDITIONS and SPECIAL CONDITIONS shall take precedence over the STANDARD SPECIFICATIONS Form 816, as amended.

1.16 Shop Drawings:

- a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc. shall be submitted to the Engineer in four (4) copies for review, sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking, if necessary. Four (4) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8.5" x 11" and the maximum size shall be the size of the Contract Drawings. All shop drawings, etc. and/or printed matter submitted shall be properly identified by project and specific application with reference to Contract Drawing number and specification items.
- b. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at his own risk. No claim by the Contractor for extension of the Contract time will be granted by reason of his failure in this respect.
- c. Shop drawings, etc. or printed matter shall give all dimensions, sizes, etc. to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc. required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.
- d. Any shop drawings, etc. submitted without the Contractor's stamp of approval will not be considered and will be returned to the Contractor for proper resubmission. By approving and submitting shop drawings, etc., the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that he has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Contract Documents.

- e. If any drawings show variations from the requirements of the Contract because of standard shop practice and/or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.
- f. After review, the submittal will be stamped "No Exceptions Taken", "Make Corrections Noted", "Amend and Resubmit", or "Rejected--See Remarks". Two (2) prints of "No Exceptions Taken" or "Make Corrections Noted" drawings will be returned to the Contractor for his use and distribution to his suppliers and/or subcontractors. In the case of those stamped "Amend and Resubmit" or "Rejected--See Remarks", two (2) prints will be returned to the Contractor, who shall make all indicated corrections and resubmit four (4) prints.
- g. In any submission, which is noted as "No Exceptions Taken" or "Make Corrections Noted", the review shall not extend to details or dimensions and shall not relieve the Contractor from his responsibility for compliance with the Contract Drawings and Specifications.
- h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., four (4) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description, and location of the revision. The letter of transmittal shall state the reasons for the revision.
- i. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.
- j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the City with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.
- k. There will be no direct payment made for any of the above submittals or reproducible drawings, if required, but the cost thereof shall be considered as included in the general cost of the work.

1.17 Requests for Supplementary Information:

It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in his possession which should be furnished by the City under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

1.18 Materials and Workmanship:

- a. Unless otherwise specifically provided for in the Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b. All work performed and all materials furnished shall be in conformity with the lines, grades, cross-sections, dimensions, and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.
- c. The Contractor shall furnish to the City for approval the manufacturer's detail specifications for all machinery, mechanical, and other special equipment which he contemplates installing, together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work.
- d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- e. Materials specified by reference to the number or symbol of a specific standard such as an ASTM Standard, a Federal Specification or other similar standard shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- f. The Contractor shall employ only competent and skillfull men to do the work and whenever the City shall notify the Contractor in writing that any man on the work is, in its opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him on any part of the work without the written consent of the City.
- g. The City may stop any work or any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship are being used, or unsafe conditions exist.
- h. In the event the materials furnished or the work performed deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the City, constitutes substantial performance, the City may accept the same. Should the deviation in question result in a savings to the Contractor, the City will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor, the City will not be liable to the Contractor for such additional cost.

If the materials, or the finished product in which the materials are used, or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

1.19 Samples, Certificates and Tests:

- a. The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc. as called for in the Contract Documents or required by the Engineer promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc. shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc. have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.
- b. Samples: Unless otherwise specified the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He shall provide means and assist in the verification of all scales, measures and other devices which he operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the City unless otherwise specified. All materials being used shall be subject to re-sampling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples, or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

- c. Certified Test Report: A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract Drawings and Specifications, and shall also include the following information:
 - (1) Item number and description of material.
 - (2) Date of manufacture.
 - (3) Date of testing.
 - (4) Name of organization to whom the material is consigned.
 - (5) Quantity of material represented such as batch, lot, group, etc.
 - (6) Means of identifying the consignment such as label, marking, lot number, etc.
 - (7) Date and method of shipment.
 - (8) Name of organization performing tests.

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

d. **Materials Certificate:** A materials certificate shall be a document certifying that the materials, components and equipment furnished conform to all requirements of the Contract Drawings and Specifications. The document shall also include the following information:

- (1) Project to which the material is consigned.
- (2) Name of contractor to whom material is supplied.
- (3) Item number and description of material.
- (4) Quantity and material represented by 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 an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

e. **Certificate of Compliance:** A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted Certified test report and materials certificate have been installed in the work and that they conform to all the requirements of the Contract Drawings and Specifications. The following information shall also be required on the document:

- (1) Project number.
- (2) Item number and description of material.
- (3) Quantity represented by the certificate.
- (4) Name of manufacturer.

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

f. **Tests:** Tests as required by the Specifications will be made in accordance with the latest revision to the standard method of American Association of State Highway Officials or the American Society for Testing and Materials in effect at the time of bidding, unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

Materials will be rejected by the Engineer whenever, in his judgment, they fail to meet the requirements of the Specifications.

The City reserves the right to retest all materials which have been tested and accepted at the source of supply after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the Specifications.

- g. **Approval/Acceptance:** Approval of any materials shall be general only and shall not constitute a waiver of the City's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and, therefore, waive non complying test results, provided that all of the following conditions are met:

- (1) Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
- (2) The incidence and degree of nonconformance with the Specification requirements are, in the Engineer's judgment, within reasonable and practical limits.
- (3) The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgement.
- (4) No adverse effect on the value or serviceability of the completed work could result.

The Engineer may, at his discretion, waive testing of extremely minor quantities of material when such material is obtained from sources that are prevalently on test.

- h. **Costs:** Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer, and the City shall pay all other testing costs of said samples.
- (2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements.
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

1.20 Permits and Codes:

- a. The Contractor shall give all notices required by, and shall observe and comply with all Federal and State Laws, and Local by-laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the City and Engineer and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/ or codes, including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc. and shall immediately report any discrepancy to the City. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc., the City will adjust the Contract by Change Order to conform to such ordinances, codes, etc. (unless waivers in writing covering the differences have been granted by the governing body or department) and make the appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the City, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. Unless otherwise specified, the Contractor shall, at his own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including, but not limited to, those required for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits, etc. required by the regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable Local/State/Federal Laws, ordinances, codes, etc. governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

1.21 Care of Work:

- a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and, when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

- b. The Contractor shall, at his sole expense and without any additional cost to the City, provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.
- c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the City, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City as provided herein.

- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall, at his own expense, completely repair any damage thereto caused by his operations.
- e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City and the Engineer may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

1.22 Accident Prevention:

- a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest revised edition of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. A copy of this manual shall be available for reference at all times in the Contractor's field office. The Contractor's attention is also called to the Section: SAFETY PROVISIONS of the GENERAL CONDITIONS.

- b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on the work under this Contract in accordance with the requirements of the applicable Local/State/Federal regulations. The Contractor shall promptly furnish the City with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the City and the Engineer from any and all claims for damages resulting from personal injury, death and/or property damage suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract. See also the Section: INDEMNITY CLAUSE of the GENERAL CONDITIONS.

1.23 Sanitary Regulations:

Provisions are to be made by the Contractor prior to startup for use of offsite sanitary facilities for duration of project.

1.24 Use of Premises:

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the City, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b. The Contractor shall comply with all instructions of the City, Engineer and the ordinances, codes, etc. of the Local/State/Federal Government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

1.25 Removal of Debris, Cleaning, Etc:

The Contractor shall weekly or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work and put the whole site of the work and public rights of way in a neat and clean condition.

Trash burning on the site of the work will be subject to prior approval of the City and existing Local/State/Federal regulations.

The cost of all required clean-up shall be included in the various prices bid under this Contract.

1.26 Inspection/Acceptance of the Work:

- a. All materials and workmanship shall be subject to inspection, examination or test by the City and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on, and the Contractor shall provide proper facilities for such access and inspection. The City or the Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may, by contract or otherwise, have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the City.
- b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section; SAMPLES, CERTIFICATES AND TESTS under the GENERAL CONDITIONS.) All tests by the City or the Engineer will be performed in such manner as not to delay the work unnecessarily and shall be made as required by the Specifications.
- c. If the Specifications, the City's Engineer's instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer (such as a testing organization designated by the City), of the date fixed for such inspection. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer be uncovered for examination and properly restored at the Contractor's expense.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer or the City, the Contractor shall uncover for inspection and recover such facilities all at his own expense when so requested by the City or the Engineer.

Should it be considered necessary or advisable by the Engineer, at any time before final acceptance of the entire work, to make an examination of work already completed by uncovering the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and material. If such work is found to be defective due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, payment under the provisions of the GENERAL CONDITIONS, CHANGES IN THE WORK, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

- d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture, or shipment whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Specifications, shall be final except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud, or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site.
- e. Neither inspection, testing, approval nor acceptance of the work in whole or in part by the city or its agents shall relieve the Contractor or his sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

1.27 Review by City:

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

1.28 Final Inspection:

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the City having charge of its inspection. If the City determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of the Federal and/or State Agencies and representatives of each department of the Local Government having charge of improvements of like character when such improvements are later to be accepted by the Local Government.

1.29 Deductions for Uncorrected Work:

If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement in case of dispute, as herein provided.

1.30 Insurance:

Refer to the "Certificate Of Insurance" section found elsewhere in these Contract Documents.

1.31 Patents:

The Contractor shall hold and save the City, its officers and employees harmless from liability of any nature or kind, including, but not limited to, court costs and attorney's fees, for or on account of any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.

1.32 Warranty of Title:

No materials, supplies or equipment incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and, upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

1.33 General Guaranty:

Neither the final certificate of payment, nor any provision in the Contract, nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of Liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The City will give notice of defective materials and work with reasonable promptness.

1.34 Arbitration and Litigation:

Any controversy or claim arising out of or relating to this Contract or the breach thereof shall not be submitted to arbitration and the parties shall be left to their remedies at law.

1.35 Risk of Loss:

The City assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area, nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made except as provided for herein.

1.36 Required Provisions Deemed Inserted:

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

1.37 Corrections:

The Engineer shall have the right to correct any errors or omissions in the Contract, Specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent. Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and Specifications, or any disagreement in measurements upon the Contract Drawings, must be submitted to the Engineer before construction of the work.

1.38 Safety Provisions:

The safety provisions of applicable laws, building and construction codes, and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should, at any time during the work under this Contract, any Local/State or Federal safety inspector visit the site for the purpose of a safety inspection, the contractor shall immediately notify the Engineer's representative on the job site.

The contractor shall employ watchmen on the work as necessary and shall erect and maintain such strong and suitable barriers and such lights as will effectually prevent the happening of any accident to health, limb or property. Lights shall be maintained between the hours of sunset and sunrise and during periods of low visibility.

Safety, including, but not limited to, the safety of the employees of the contractor, their suppliers and sub-contractors, the public, motorists, employees of the City, the Engineer and their Agents in, on, or about the site, is sole and exclusive responsibility of the contractor alone. The contractor's methods of work performance, superintendence of the contractor's employees and traffic safety sequencing of construction are also the sole and exclusive responsibilities of the contractor alone.

The contractor shall indemnify, defend and hold the City and the Engineer harmless from any claim or liability for injury or loss arising from the City or Engineer's alleged failure to exercise site safety responsibility.

The contractor shall make the City and Engineer additional insureds under the contractor's general liability insurance policy which insurance protection shall be primary protection for the City and the Engineer.

1.39 Working Hours, Night Work, Saturdays, Sundays and Holidays:

Night work or work on Saturdays, Sundays or legal holidays will not be permitted except for emergencies or as specified elsewhere.

1.40 Access to Site:

The Contractor shall make every effort to minimize damage to all access routes, and he shall be required to restore them to their original condition. The Contractor shall acquire all necessary permits for working in, on, or from public streets or rights-of-way and for securing additional access rights thereto.

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractors equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Local Government and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operation.

If the Contractor by direct negotiation and bargain with any land owner, lessee or tenant, has secured for himself any right to use more space or greater privileges than the space provided by the City for purposes incidental to the performance of the Contract, he shall, upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the City will arise therefrom. The City shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the City and others for any and all losses, damage or expense which the City or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the City to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The City may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to ensure the City against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc. provided by the Town.

1.41 Weather Conditions/Work in Freezing Weather:

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect his and their work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission is given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition, the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

1.42. Intoxicating Liquors:

The Contractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work specified in this Contract or upon any of the grounds occupied by him or by his employees.

1.43. Indemnity Clause:

The Contractor and his subcontractors shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all night suitable and sufficient lights and barricades; shall fully comply with the Occupational Safety and Health Act of 1970 and all other Local, State and Federal Regulations, including any and all amendments, revisions and additions thereto; and shall indemnify and save harmless the City and the Engineer and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages, and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance.

1.44. Non-Federal Labor-Standards Provisions:

- a. General Provisions: The following Non-Federal Labor-Standards Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State or Local laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any applicable Federal Labor-Standards Provisions. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.
- b. Other Stipulations: The execution of the Contract by the Bidder binds him to all applicable State Labor Laws and Regulations. All such regulations and laws shall be binding to the same extent as if they were copied at length herein.

1.45. Prevailing Wage Rates:

Connecticut General Statutes (Section 31-53) (g) The provisions of this section shall not apply where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction of any public works project is less than four hundred thousand dollars or where the total cost of all work to be performed by all contractors and subcontractors in connection with any remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project is less than one hundred thousand dollars.

Schedule of Prevailing Wage Rates: When the contract amount will exceed \$100,000.00, the City will provide a copy of the Schedule of Prevailing Wage Rates. As required by law, rates shall be at least ten (10) days but not more than twenty (20) days prior to the date of advertisement for bid.

1.46 Maintenance:

- a. Except as may have been provided otherwise for a particular job, the Contractor shall keep and maintain the whole of the work constructed by him in good order and repair for a period of not less than one year from the date of completion of the construction of the entire work. Parts of the work may have been virtually completed prior to the completion of the whole work, and have been maintained by the Contractor pending completion of the whole, but such maintenance of any part first built shall not diminish the duty of the Contractor to maintain the whole for one year following completion of the whole. In the event that the surfaces or premises which were disturbed by the Contractor or the construction is not in good order at the end of that period of one year, he shall continue to maintain them or it until such time as they all have been put into and are in good order. The Contractor shall repair promptly all failures in the construction and operation of the work which may occur or become evident before the expiration of said maintenance period, and all defects of sewers, drains, pipes, conduits, curbs, walks, street or road surfaces, land surfaces, turfing, embankments covering the sewer, or of any structures on the line of the work or adjacent thereto, occurring before the expiration of such maintenance period and caused or affected by any work or operation incidental to the Contract.

The Contractor shall save the City of Torrington and the State of Connecticut harmless from all cost and expense arising directly or indirectly from any failure or defect or from the failure of the Contractor to rectify the same, or any act or omission of the Contractor incidental thereto during the maintenance period described in the preceding section. He shall provide adequate insurance to secure such risks, and satisfactory certificates that such insurance has been provided.

- b. Immediately following rainstorms, winter thaws, and similar occurrences which may give rise to settlement of fills, earth movements, etc., and at other times as needed during the time the Contractor is liable for the maintenance and repair of the work, the Contractor shall inspect the premises and work and ascertain what, if any, repairs are needed, and what fills have settled or similar incidents occurred which need attention. While the Engineer or City, Town or State highway agents may, from time to time, notify the Contractor that such incidents have occurred or that conditions exist needing their attention, such notice by the Engineer and others will have been given in the interest of the City, Town, State or other party, and no obligation shall rest upon the Engineer, City, Town, or State agent under this Contract to give such notice. Failure on the part of the Engineer or other public officer or other party to notify the Contractor of any incident or circumstance needing repair, refilling, or similar service under the maintenance provisions of the Contract shall in no way relieve the Contractor of any part of his duties under the maintenance provisions of the Contract and Specifications.
- c. The Engineer may, from time to time during the construction and/or prior to the end of the maintenance period, notify the Contractor that repairs are needed, defects exist which should be corrected, fills have settled, and that roadways, walks, etc. are unsafe or inadequately protected by barricades, lights or other means. Upon receipt of such notice from the Engineer, the Contractor shall immediately proceed to make the repairs, correct the defect, refill the settlements, or make safe the road, walk or whatever needs attention, if such work is within the obligations of the Contractor under this Contract.

d. If, after the Engineer has given notice to the Contractor to make any repairs, correct any defects, fill any settlement, render a road or walk safe, etc., the Contractor shall fail to do so within a reasonable time thereafter, the City may cause such repairs to be made, defects corrected, fills made, roads and walks made safe, etc., by such persons or means as it may elect, and the Contractor shall reimburse the City for any expense incurred by it in performing such work or services. The City may deduct from any sum or sums due or to become due to the Contractor such sum or sums as may be proper to reimburse the City for such expense or expenses, or may collect the costs of such work by other means.

e. If, in the opinion of the Engineer, at any time while the Contractor is responsible for the work or maintenance thereof, an emergency exists because there are not adequate barricades, lights, signs, etc., to warn and protect the public and/or persons or property in the vicinity of the work, or that the work under construction, or other adjacent streets, grounds or structures are in acute danger of damage or injury by reason of inadequate shoring, sheeting, bracing, drainage, protection or other proper precautions which it is the duty of the Contractor to provide or to have provided; or that a street, road, walk or other premises are unsafe by reason of any settlement of any filling placed by the Contractor, or any defect in the work or surface over backfilled trenches, or is unreasonably obstructed, the Engineer may direct the Contractor or the Contractor's representative to remedy the difficulty immediately; to furnish and erect the needed barricades, lights or signs; to furnish and set adequate sheeting, shoring and bracing; to provide adequate pumps and drainage facilities; to fill settlements; to smooch roads, streets, walks or grounds; or to perform similar urgently needed services.

If the Contractor or his representative is not present or is not immediately available or able to receive such orders or to perform emergency services needed, or fails to act following such notice, the Engineer, acting for the City, may, by such persons and means as he deems proper and as are available, take such measures as may reasonably be needed to protect the public, the work, and adjacent persons and property from acute danger of immediate loss, injury or damage. The Contractor shall reimburse the City for the expense of any and all such emergency protective measures, and the City may deduct from any sum or sums as may be sufficient to reimburse the City for its expense for such emergency work.

f. Giving notice, or failure to give notice, or acting as authorized in the preceding section, or failure to so act on the part of the Engineer, or any question as to the adequacy of the notice by the Engineer, or of his acts or those of the City as provided in those sections, shall not, in any way, relieve the contractor from any part of his responsibility or liability for performing any and all of the acts and assuming any and all of the risks, duties and liabilities which the Contractor is obligated to perform or assume.

1.47 Occupational Safety and Health Standards – Excavations:

- a. The Contractor shall abide by all Local, State and Federal laws/regulations/standards. These include Occupational Safety and Health Standards (OSHA) 29 CFR, Part 1926, Subpart P-Excavations, as published in the Federal Register/vol. 54, No. 209, October 31, 1989, pages 45959 through 45991 inclusive including all revisions thereto. These standards are made part of this Contract by reference.
- b. Within these OSHA standards, where the term "Competent Person" is used, it shall mean authorized representative of the Contractor who has the capabilities as defined under Section 19926.650 of OSHA.

- c. The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervision of safety precautions and programs.
- d. The Contractor shall insure that a "Competent Person" remains on the job at all times construction is in progress.
- e. The Contractor is solely responsible for citations of safety violations by any Local, State or Federal agency. If penalties are assessed against the Engineer or the Owner for the Contractor's safety violations, the Contractor shall bear the burden at no extra cost to the Owner.
- f. There shall be no specific payment for compliance with safety specifications.
- g. The Engineer must be given a safe work area at all times. The Contractor shall supply the Engineer with all safety equipment including, but not limited to, safety harness, atmospheric monitor, artificial ventilation, etc. and all other equipment which may be required by OSHA. The cost of this equipment shall be included in the general cost of the work. Should a non-compliant condition exist, the Engineer is authorized to withhold payment for work unavailable for inspection due to such non-compliance.