CITY OF BRIDGEPORT
GENERAL CONDITIONS FOR CONSTRUCTION

Rev. February 10, 2026

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SECTION 101 DEFINITIONS AND TERMS

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

ABBREVIATIONS wherever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented:

A.A.N.	American Association of Nurserymen
A.A.R.	American Association of Railroads
A.A.S.H.T.O.	American Association of State Highway and Transportation Officials
A.I.A.	American Institute of Architects
A.I.S.I.	American Iron and Steel Institute
A.N.S.I.	American National Standards Institute, Inc.
A.R.E.A.	American Railway Engineering Association A.S.C.E. American Society of Civil Engineers
A.S.M.E.	American Society of Mechanical Engineers
A.S.T.M.	American Society for Testing & Materials
A.W.W.A.	American Water Works Association
A.W.S.	American Welding Society
M.U.T.C.D.	Manual Of Uniform Traffic Control Devices
S.A.E.	Society of Automotive Engineers
S.S.P.C.	Steel Structures Painting Council

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

AWARD: The decision of the Department to accept the proposal of the lowest responsive and responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefor; the provisions of proper bonds to secure the performance thereof, and full payment to all suppliers of labor and materials therefor. The fulfillment of such other conditions as may be specified or otherwise required by law.

BID DEPOSIT: The security furnished by the bidder with his proposal for a project, as guaranty he will enter into a contract for the work at the price bid if his proposal is accepted.

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

CALENDAR DAY: Every day shown on the calendar.

CITY: When used, means the City of Bridgeport, represented by the Project Manager ("Director") of the Department responsible for the Work.

CONTRACT AGREEMENT: The written agreement specifying the terms and conditions for the performance of the work and the furnishing of labor and materials in connection with a specific Project.

CONTRACT BOND: The approved form of security, executed by the Contractor and his Surety or Sureties, guaranteeing complete execution of the work specified in the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.

CONTRACT DOCUMENTS: The Contract Documents shall include the advertisement for bid or proposal; the Contractor's bid or proposal response; the written agreement including all bonds and insurance certificates; technical and special specifications; the Project plans; State Labor Department minimum wage rates (if applicable); any addenda to specifications if the same are issued prior to the date of receipt of bids; these General Conditions, and all provisions required by law to be inserted in the contract whether actually inserted or not.

CONTRACT ITEM (PAY ITEM): A specifically described unit of work for which a price is provided in the Contract Documents.

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

CITY ATTORNEY: The Legal Department of the City of Bridgeport or its authorized representatives.

DEPARTMENT: The City of Bridgeport department managing the Project.

DIRECTOR: Also known as the Project Manager or Contracting Officer, the Director is the city official, employee or representative who oversees the Work on behalf of the City.

ENGINEER OR ENGINEER-IN-CHARGE also known as OWNER'S REPRESENTATIVE: The Engineer of record for the Project representing the City having direct supervision of the execution of the contract under the direction of the Director. Where no engineer or owner's representative is retained for a particular Project, all references to "Engineer" shall mean Director.

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

EXTRA WORK: An item of work not provided for in the intended scope of the contract as awarded but found essential to the satisfactory completion of the project.

FINAL AGREEMENT: Written agreement between the City of Bridgeport and the Contractor, stating the total amount of work done by the Contractor and the total value of such work under and according to the terms of the contract.

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

FORM 814: State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges and Incidental Construction, Form 814, 1988, as amended.

HIGHWAY: The whole strip of land bounded by the right-of-way lines.

INSPECTOR: The City of Bridgeport representative detailed to supervise or inspect methods and materials relating to work both on and off the site of the contract.

ORDER ON CONTRACT: Written order issued by the Director covering contingencies, extra work, deductions, increases or decreases and additions, alterations or omissions to the plans or specifications.

NOTICE OF INTENT TO AWARD: The written notice by Purchasing to the apparent successful bidder stating that upon compliance with the conditions precedent enumerated therein, within the time specified, the City will sign and deliver the Contract Agreement.

NOTICE TO PROCEED: A written notice given by Purchasing to the Contractor providing the date on which the Contractor shall start to perform his obligations under the Contract Documents.

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

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

PROJECT: All labor and materials necessary to accomplish the construction work identified in the Plans and Specifications and required to be performed under one or more construction contracts.

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

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

PURCHASING: The Purchasing Department of the City of Bridgeport, located at 999 Broad Street.

REASONABLY CLOSE CONFORMITY: Reasonably close conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variation beyond such tolerances as reasonably close conformity where they will not materially affect the quality or utility of the work and will be in the best interests of the City.

RIGHT-OF-WAY OR R.O.W.: A general term denoting land, property or interest therein, usually in a strip, acquired for or devoted to a highway.

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

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

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

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

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

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

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

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

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

SUBCONTRACTOR: Any individual, firm or corporation to whom the Contractor, with the written consent of the Department, sublets any part of the contract work.

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

UTILITY: A publicly, privately or cooperatively owned agency or agencies operated by one or more persons or corporations for public service.

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

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

SECTION 102 BIDDING REQUIREMENTS AND CONDITIONS

§102-01 LOCATION OF OFFICES

Persons desiring to make a proposal shall use the proposal blank prepared by the Department for each individual contract. The time for which proposals will be received will be found in the published notice calling for proposals. Any proposal received after the hour specified in the published notice shall not be accepted. Detailed plans of the work may be examined at the Purchasing Department, 999 Broad Street, Bridgeport, Connecticut.

§102-02 PROPOSALS

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

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

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

The envelopes containing the bids must be sealed, addressed to the Purchasing Agent, City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604, and shall be plainly marked on the outside with the Contractor's name and title of the bid. If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another sealed envelope addressed in the same manner and shall preferably be sent by Registered Mail.

Alternatively, submissions may be made electronically through the OpenGov site at https://procurement.opengov.com/portal/bridgeportct. Electronic submissions are encouraged. To submit electronically, please follow these steps:

1. Go to https://procurement.opengov.com/portal/bridgeportct
2. Click on any bid you see. It will take you to that bid's page.
3. On the right-hand side of the page, click on ***Register now for free!***
4. After you register, you'll be able to view/download or ask questions on any bid you have interest in.
5. Once you are registered and are viewing the bid you may submit it by clicking "draft response."

If you have any trouble registering, please contact OpenGov using the chat feature or send an email to procurement-support@opengov.com.

Addenda Notification: Respondents are required to register on OpenGov. Once the respondent has completed registration, they will receive addenda notifications in their email. Ultimately, it is the sole responsibility of each respondent to periodically check the site for any addenda**.**

§102-03 PROPOSAL SHALL SPECIFY GROSS SUM

Each proposal shall specify the correct gross sum, in the manner hereafter described for which the work will be performed according to the plans and specifications and any addenda to the specifications, together with a unit price for each of the separate items as called for. The lowest bid shall be determined by the Director on the basis of the gross sum for which the entire work will be performed, arrived at by a correct computation of all the items specified in the proposal at the unit prices stated in the proposal. The Director reserves the right to reject any proposal in which unit bid prices appear, in his judgment, to constitute an unbalanced bid for the work.

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

§102-04 NO MISUNDERSTANDING

The bidder shall review all information provided by the City regarding the Project, all existing site and other related conditions. The bidder is advised that, while such information is given in good faith by the City, the City cannot ensure its sufficiency and accuracy and that such

information is intended solely for reference purposes. The bidder is responsible to verify the status of all existing structures, equipment, systems and site conditions to obtain all information needed to properly perform the Work under the Project. The bidder shall examine the Contract Documents and the site of the work and shall fully inform himself from his personal examination of the same regarding the quantities, character, location and other conditions affecting the work to be performed, including the existence of poles, wires, pipes, ducts, conduits, and other facilities and structures of municipal and other public service corporations on, over, or under the site. The bidder will make no claim against the City by reliance upon any estimates, tests or other representations made by any officer or agent of the City with respect to the work to be performed under the contract. Particular attention is called to special notes and special specifications in the proposal which may contain contract requirements at variance with standard plans and specifications.

§§102-05 STATEMENT OF NON-COLLUSION

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

A. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

C.
No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

§102-06 SUBSURFACE INFORMATION

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

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels

and/or water conditions indicated are as recorded at the time of the exploration. These levels and/or conditions may vary considerably, with time, according to the prevailing climate, rainfall and other factors.

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

Subsurface information is made available to bidders in good faith and for reference purposes only in order that they may have access to the same information utilized by the City for design and estimating purposes. Such information is not intended as a substitute for personal investigations, interpretations and judgment of the bidder. Rather, each bidder is responsible for verifying such information and obtaining all additional information necessary to properly perform the work under the contract Agreement.

§102-07 INTERPRETATIONS AND ADDENDA

All questions about the meaning or intent of the Contract Documents shall be submitted to the City's bidding platform. In order to receive consideration, questions must be received by the deadline posted on the bidding platform. Answers to questions will be posted by the deadline stated in the bidding platform. The Department will not be responsible for oral interpretations or clarifications which anyone presumes to make on its behalf.

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

The bidder shall acknowledge receipt of the Addenda in the space provided in the proposal form and further acknowledge that the provisions of each Addendum have been included in the preparation of the bid.

§102-08 MODIFICATION OR WITHDRAWAL OF PROPOSAL

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

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

§102-09 BID DEPOSIT

Every bid must be accompanied by a certified check or bank cashier's check or original, raised seal bid bond payable to the City of Bridgeport in the amount of ten (10) percent of the total bid amount. Said checks or original, raised seal bid bonds will be returned to the unsuccessful bidders upon the Award of the Contract.

§102-10 CONTRACT CLAUSES REQUIRED FOR PUBLIC PROJECTS

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

A. This contract may not be assigned by the Contractor or its rights, title or interest assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing of the Director.

B. It is understood that the City is dependent upon receiving authorized appropriations or budgeted funds for this Project. The Contract for work on the Project therefore, shall be deemed binding only to the extent of money being made available to the City for the performance of the work thereunder. No liability on account or such work shall be incurred by the City beyond monies available for the purpose thereof.

C. It is hereby agreed that all applicable provisions of the Labor Laws of the State of Connecticut shall be carried out in the performance of work under the Contract.

D. The relationship of the Contractor to the City is that of an Independent Contractor. Accordingly, said Contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the City by reason hereof, and that it will not, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including, but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

E. The Contractor, and anyone employing services for work in connection with this project shall not discriminate in any employment or work-related practices.

§102-11 OTHER CONTRACTS

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

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

In case of interference with the operations of the Utility Owners and other Contractors, the Director will be the sole judge of the rights of each Contractor and the sequence of work necessary to expedite the completion of the entire project. In all cases, the Director's decision shall be accepted as final.

§102-12 FORMS

The form of contract and bond, if given, shall be that provided by the City of Bridgeport, City Attorney.

§102-13 ENGINEERING CHARGES

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

§102-14 EXEMPTION FROM TAX

Purchases made by the City of Bridgeport are exempt from payment of Federal Taxes, and State of Connecticut Sales and Use Taxes. Such taxes must not be included in the bid price of any item or materials permanently incorporated into the work or furnished to the City under the Contract.

§102-15 CHANGES IN AMOUNT OF BID

All unit prices, lump sums, etc. listed in the bid proposal, are firm and not subject to change for one hundred twenty (120) days from the day bids are opened.

§102-16 SPECIAL SPECIFICATIONS AND NOTES

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

§102-17 SAMPLE FORM OF INVITATION

INVITATION

For construction
(Title of contract and Description of work)

Sealed bids will be received at the Purchasing Department of the City of Bridgeport, at the Margaret Morton Government Center, 999 Broad Street, Bridgeport, Connecticut, 06604 for **PROJECT** until **TIME, DATE** at which time and place said bids will be opened publicly and read aloud.

The information for Bidders, Proposal, Form of Contract, Plans and Specifications may be examined in the Purchasing Department, Bridgeport, Connecticut. The Plans and a "bid package" containing the Invitation, Labor Rates, Proposal, and Special Specifications and Notes may at times, be obtained from Technical Reproductions, Inc., 326 Main Avenue A, Norwalk, CT 06851 at the requestor's sole expense**.**

A certified check or original, raised seal bid bond in the amount of 10 % of the total bid amount must accompany the bid. Said checks or original, raised seal bid bonds will be returned to the unsuccessful bidders upon the awarding of the Contract. If any bid is not accompanied by an original, raised seal bid bond or check at the specified time for the bid opening, the non-responsive bid will not be read and this action will constitute automatic rejection of such bid.

The successful bidder may be required to furnish a performance bond, and a labor and materials bond (payment bond) for the amount of the total bid. A certified check cannot be substituted for either bond. The City of Bridgeport reserves the right to alter quantities and

to accept or reject any or all bids or any portion of any bids, for any or no reason, including unavailability of appropriated funds as it may deem to be in its best interests.

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

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

§102-18 DELETED

§102-19 DELETED

ITEMIZED PROPOSAL

For Constructing
(Title of Contract and Description of Work)

The Work Proposed Herein Must be Completed by _____

Honorable Mayor and
Members of the City Council
of the City of Bridgeport, Connecticut

All:

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

The undersigned also hereby declares that he has, either for himself or on behalf of the entity he represents carefully examined the plans, specifications, and form of contract, for this project, has personally inspected the actual location of the work together with the local sources of supply, and is satisfied as to all the quantities and conditions, and understands that in signing this proposal he or the entity that he represents waives all rights to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he is to furnish and provide for the respective item price bid all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to complete the improvements of the

aforementioned Project, which plans and specifications it is agreed are a part of this proposal, and to accept in full compensation therefore the amount of the summation of the products of the approximate quantities multiplied by the unit prices bid. This summation will hereinafter be referred to as the gross sum bid.

The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by any variation in quantities due to more accurate measurement, or by any changes or alterations in the plans or specifications of the work and for use in the computation of the value or the work performed for monthly estimates.

Every proposal must be accompanied by a certified check or bank cashier's check or an original, raised seal bid bond payable to the City of Bridgeport in the amount of ten (10) percent of the bid.

Accompanying this proposal is a certified check or bank cashier's check or an original, raised seal bid bond payable to the City of Bridgeport in the amount of $_____. In case this proposal shall be accepted by the City of Bridgeport, and the undersigned shall fail to execute the contract, the monies represented by such certified check or bank cashier's check or an original, raised seal bid bond shall be regarded as liquidated damages and shall be forfeited and become the property of the City of Bridgeport. Said checks or an original, raised seal bid bonds shall be returned to the unsuccessful bidders upon the Award of the Contract.

When work is required in which no specific payment item is listed in the Proposal Form, the cost of such work shall be included in the unit prices bid.

All unit prices, lump sums, etc. listed in the bid proposal are firm and not subject to change for one hundred twenty (120) days from the day bids are opened.

Within thirty (30) days from the date of a Notice of Intent to Award of this proposal, the undersigned agrees to execute the Contract and to furnish to the City a satisfactory " Performance Bond" and "Payment Bond" in the amount of 100% of the contract price.

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

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

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

_____ _____ _____ _____

COMPANY NAME (BIDDER): _____
Address of Bidder: _____

_____

Phone Number: Area Code ( ) _____
Signature of Bidder: _____ Dated: _____

Name and Addresses of Members of the Firms:

_____
_____
_____

§102-20 DELETED

SECTION 103 AWARD AND EXECUTION OF CONTRACT

§103-01 AWARD OF CONTRACT

Award of contract will be made only to the lowest responsive and responsible bidder as will best promote the public interest. The City of Bridgeport reserves the right to reject any or all proposals or any portion thereof, or, to award to other than the low bidder, to waive minor informalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in its opinion, the best interests of the City will thereby be promoted.

If requested by the City, the bidder must present evidence of experience, ability and financial standing, as well as a statement as to equipment.

§103-02 EXECUTION OF CONTRACT

The person or persons whose proposal is accepted will be required to execute the written contract provided by the City Attorney and to comply in all respects with the insurance coverage, bonding requirements and prevailing wage certificates relating to the contract form provided by the City Attorney, which must be returned to and signed by the authorized City official and a City Attorney. In case of failure or refusal on the part of the bidder to deliver the duly executed contract to the City Attorney within the ten-day period herein mentioned, the amount of the bid deposit made will be forfeited to the City of Bridgeport.

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

§103-03 RIGHT TO SUSPEND WORK AND CANCEL CONTRACT

If at any time during the prosecution of the work the City determines that the work upon the contract is not being performed according to the Contract Documents or in accordance with the best interest of the City, the execution of the work by the Contractor may be temporarily suspended by the City, which may then proceed with the work under its direction in such manner as will accord with the contract specifications and be for the best interests of the City; or it may terminate the Contractor's employment under the contract while it is in progress, and thereupon proceed with the work, in affirmance of the contract, by a new contract negotiated or by calling upon the surety to complete the work in accordance with the plans and specifications or by a combination of any such methods. If the cost of completing the contract exceeds the price for which it was originally awarded, such costs shall be charged to and paid by the Contractor or its surety.

Whenever the City determines to suspend or stop work under the contract, a written notice sent by mail to the Contractor at his address and to the sureties at their respective addresses, shall be sufficient notice of its action.

§103-04 BONDS

Pursuant to C.G.S.§49-41, the Contractor shall procure and maintain without any expense to the City and until final acceptance of the Work the following:

A. PERFORMANCE BOND. A bond in the form acceptable to the the City Attorney with sufficient sureties, to ensure that the Contractor will perform the Work in accordance with the terms of the contract and with the plans and specifications, therefore, and that the same will be completed within the time prescribed in the contract.

B. PAYMENT BOND. A bond in a form acceptable to the City Attorney guaranteeing prompt payment of all monies due all persons supplying the Contractor or a Subcontractor with labor or materials employed or used in carrying out the contract. The bond shall inure to the benefit of the persons supplying such labor or materials.

C. AMOUNT OF BONDS. The amounts of the Performance Bond and Payment Bond shall each be 100% of the amount of the contract price.

D. All bonds shall be submitted to the office of the City Attorney for review at least five days prior to the scheduled signing of a contract. No work on the contract shall commence until such bonds have been properly completed and submitted.

§103-05 LIQUIDATED DAMAGES

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

SECTION 104 SCOPE OF WORK

§104-01 WORK REQUIRED

The Contractor shall be required to perform all work enumerated under the different items of the contract and to protect all adjoining property, all Utilities and existing roadway facilities within the Right-of-Way/Site and to repair or replace any such properties, Utilities and facilities damaged or destroyed by him or his employees in performing the work, both within and adjacent to the Right-of-Way/Site.

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

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

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

§104-02 ALTERATIONS AND OMISSIONS

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

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

§104-03 CONTINGENCIES, EXTRA WORK, DEDUCTIONS

Whenever the City determines that from any unforeseen cause the terms of any contract should be altered to provide for changes, contingencies or extra work, it may issue a Change Order to the Contractor who shall forthwith proceed with the performance of the work and the furnishing of the materials and equipment necessary for its accomplishment in

accordance with the pertinent specifications. No such extra work shall be commenced or undertaken until the City has issued a signed Change Order.

No instruction or extra work, either written or verbal, shall be construed as an order for changes unless it be in the form of a written Change Order bearing the signed approval of the Director.

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

§104-04 CLOSING OF HIGHWAY

The legal closing of a roadway and/or street to public travel in the manner provided by the Code of the City of Bridgeport will be accomplished by the Director when requested from Public Facilities. All roadways are not closed during highway construction operations.

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

§104-05 RESTRICTED USE OF HIGHWAY

With the award of this contract, the Director may, if it is determined necessary place restrictions in the use of the particular section of roadway under construction.

The Director will therefore cause signs indicating such restrictions to be placed at such points as he deems necessary for their safe use of the roadway as restricted. The traveling public and the Contractor must observe and comply with these restrictions as posted, except that the Contractor may be allowed greater latitude with respect to size and weight of construction equipment. The size and weight of construction equipment used within the contract limits will be limited to that which is suitable and practical for the operation at hand so as not to injure or cause damage to the work that is being done or to that portion of the old roadway that is to be retained as part of the completed contract. The Engineer's determination shall control. The Contractor may therefore utilize such equipment which does not exceed the legal weights outlined in the Vehicle and Traffic laws of the State of Connecticut without specific approval. Loads in excess of legal weights will not be permitted on any structure, on any new pavements, or on any resurfacing contract, except as provided under §105-12, "Construction Equipment".

§104-06 CLEANING UP

The site shall be neatly cleaned up upon completion according to the Engineer's directions, so that the project site shall be left in a neat and orderly condition.

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

§104-07 METHODS AND EQUIPMENT

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

SECTION 105 CONTROL OF THE WORK

§105-01 STOPPING WORK

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

§105-02 ORDERS TO FOREMEN

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

§105-03 ACCURACY OF PLANS AND SPECIFICATIONS

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

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

§105-04 CONFORMITY WITH PLANS AND SPECIFICATIONS

All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work will not be preponderately of borderline quality or dimension.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work is reasonably satisfactory and, on that basis shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or judgment.

In the event the Engineer finds that the materials, the finished product in which the materials are used, or the work performed is not in reasonably close conformity with the plans and specifications and has resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

§105-05 PROJECT RECORDS

The Engineer is required to keep his project records in accordance with the standard procedures in force at the time the project is started. The Contractor is invited to review these procedures with the Engineer if he so desires.

§105-06 INTERPRETATION OF PLANS

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

§105-07 TERMINATION CLAUSE

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

In addition, the City may at any time and for any reason, with or without cause, terminate the contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given.

When contracts, or any portion thereof, are terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed. No claim for loss of anticipated profits shall be considered.

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

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

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

§105-08 COOPERATION BY THE CONTRACTOR

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

such employees, the matter may be reviewed by the Director, and his decision shall be accepted as final.

§105-09 WORK AFFECTING RAILROADS

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

§105-10 STAKEOUT

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all cost in connection therewith shall be included in the Unit Prices Bid unless a specific Item is listed in the Proposal Form.

The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protection and safeguarding of all control points and benchmarks set by the Engineer. Any replacement or re-establishment of control points or benchmarks by the Engineer, shall be at the expense of the Contractor.

§105-11 REMOVAL OF UNSATISFACTORY WORK

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

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

All work shall be in a first-class and satisfactory condition at the time of the acceptance of the contract.

§105-12 CONSTRUCTION EQUIPMENT

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

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

If either Engineer determines that the use of heavy equipment on portions of the road section other than pavement, on any part of or all of a contract, is having or will result in detrimental effects on the finished roadway the Engineer will so notify the contractor in writing and shall indicate the maximum weight and/or axle load for any equipment that may be used for any specific operation or location.

§§105-13 CONSTRUCTION EQUIPMENT IDENTIFICATION

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

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

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

§105-14 DISPUTED WORK

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

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

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

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

§105-15 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

§105-16 CLEARING AND GRUBBING

When no price for "Clearing and Grubbing," is asked for in the proposal, the cost of the work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Clearing and Grubbing" will be made.

§105-17 PREPARATION OF SUBGRADE

When no price for "Preparation of Subgrade" is asked for in the proposal, the cost of the work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Preparation of Subgrade" will be made.

§105-18 MAINTENANCE AND PROTECTION OF TRAFFIC

When no price for "Maintenance and Protection of Traffic," is asked for in the proposal, the cost of the work as shown on the Contract Drawings shall be included in the cost of other Items and no direct payment for "Maintenance and Protection of Traffic" will be made.

SECTION 106 CONTROL OF MATERIALS

§106-01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

All materials used in the work shall meet the quality requirements described in the Material Detail Section of the specifications unless the same are altered by specific notes shown upon the plans, or in the proposal.

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

Immediately upon award of the contract, the Contractor shall furnish in writing to the Engineer the sources of supply, types of all items and kinds of materials, which he proposes to use in the work. No change shall be made in the sources of supply or kinds of materials or in the type of any item except upon written approval by the Engineer.

§106-02 STORAGE OF MATERIALS

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

§106-03 CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

§106-04 WARRANTIES, GUARANTEES AND INSTRUCTION SHEETS

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

§106-05 EQUIVALENTS

The requirements for apparatus, articles, or materials shall be specified, if feasible, in generic terms, which afford competition for equivalent products or items. When no generic specification can be found or devised, a minimum of at least three, if available, known acceptable trade names or proprietary products shall be provided for the Contractor's benefit and to afford the desired competition.

The Director shall be the judge of the qualifications of the products and will determine all questions regarding the conformance of any item with the specifications.

§106-06 DOMESTIC MATERIALS

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

§106-07 SHOP DRAWINGS

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

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

At the time of each submission, the Contractor shall be responsible for notifying the Engineer in writing calling the Engineer's attention to all deviations that the Shop Drawings or samples may have from the requirements of the Specifications.

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

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

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

SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

§107-01 LAWS, PERMITS AND LICENSES

The Contractor shall observe all Federal, State and Local Laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

§107-02 PATENTED DEVICES, MATERIALS AND PROCESSES

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

§107-03 FEDERAL AID

In all contracts in which the Federal Government participates financially, or which are designated as Federal-Aid contracts, the Contractor shall conform in all respects in accordance with the true intent and meaning of each and all of the requirements contained in the "required Provisions for all Federal Aid contracts," a copy of which will be incorporated in each proposal for contracts so classified. When any of such Federal Provisions are in conflict with any other provisions of the Contract Documents, the Federal Provisions shall prevail and take precedence.

§107-04 SANITARY CODE

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the

requirements and regulations of the State and local Department of Health and any other entity having jurisdiction over such matters.

§107-05 SAFETY AND HEALTH REQUIREMENTS

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

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

In addition to the requirements of the Maintenance and Protection of Traffic Item, the Contractor shall take all precautions necessary and reasonable for the protection of all persons, including employees of both the Contractor and the Department, and for protection of property until the Contractor is notified in writing of the satisfactory completion of the construction Work.

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

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

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

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

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

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

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

§107-06 INSURANCE

Before the Contract is executed and prior to commencement of work thereunder, the Contractor will be required to take out and maintain at its sole cost and expense insurance of the types and amounts specified herein and to file with the City Attorney a certificate of insurance and required policy endorsements executed by an insurance company satisfactory to the City Attorney and in an acceptable form. Additionally, the vendor must register on myCOI.com and upload the required insurance documents. During the contracting process, the Contractor will receive a link from myCOI.com with detailed instructions for uploading the necessary documentation. The policy must name the City of Bridgeport as an additional insured for all coverages and affirm that, in relation to the award, the Contractor maintains insurance in accordance with the following requirements:

1. WORKERS' COMPENSATION INSURANCE: With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Million Dollars ($1,000,000.00) coverage for each accident, One Million Dollars ($1,000,000.00) coverage for each employee by disease, One Million Dollars ($1,000,000.00) policy limit coverage for disease.

2. COMMERCIAL GENERAL LIABILITY: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of Ten Million Dollars ($10,000,000.00) coverage per occurrence for each school site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this contract. Each annual aggregate limit shall not be less than Twelve Million Dollars ($12,000,000.00).

3. AUTOMOBILE LIABILITY: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing Two Million Dollars ($2,000,000.00) coverage per accident for bodily injury and property damage. If the contractor is a Hazardous Waste Hauler (trucker) or responsible for the removal of hazardous materials, then Automobile Liability in the amount of $5,000,000.00 combined single limit is required.

4. UMBRELLA/EXCESS LIABILITY: With respect to all operations the Contractor performs, the Contractor shall carry Umbrella or Excess Liability insurance providing for a total limit of Fifty Million Dollars ($50,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement, and the annual aggregate limit shall not be less than Fifty Million Dollars ($50,000,000), with the insurance limits permitted to be provided through a combination of Umbrella or Excess Liability insurance that shall “follow form” of the underlying required terms and conditions.

5. ENVIRONMENTAL LIABILITY: If applicable based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation insurance in the amount of $8,000,000.00 per claim limit and $10,000,000.00 aggregate limit. State the per claim/aggregate deductible amount

6. ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY: With respect to any damage caused by an error, omission or any negligent or wrongful act of the Contractor or any subcontractor or subconsultant in connection with any professional services performed under this Agreement the Contractor shall carry Eight Million Dollars ($8,000,000.00) coverage per claim and Ten Million Dollars ($10,000,000.00) aggregate.

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

When the Project involves work on, over or under the right of way of any railroad company, and such railroad line is a passenger line, the Contractor shall carry, with respect to the operations he performs and also those performed for him by subcontractors for and in behalf of the railroad company, regular Protective Public Liability insurance providing for a limit of not less than one million five hundred thousand ($1,500,000) dollars for all damages arising out of bodily injury to or death of one person, and subject to a total or aggregate limit of not less than two million ($2,000,000) dollars for all damages arising out of bodily injury to or death of two or more persons in any one accident or occurrence.

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

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

8. BLASTING: When explosives are to be used in the prosecution of the Work, the insurance required under paragraph 2, 3, 5 and 6 above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.

9. TAIL" COVERAGE: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

10. TERMINATION OR CHANGE OF INSURANCE: Each insurance policy shall be endorsed to provide that the insurance company shall notify the City Attorney by certified mail at least thirty (30) days in advance of termination of or any change in the policy. No change shall be made without prior written approval of the City Attorney.

The Contractor shall at its own expense, keep all the required insurance coverage in continuous effect until the date the Department indicates the termination of the Contractor's responsibility. Such coverage shall be written on an "occurrence" basis and shall provide coverage for all accidents and events that occur during the policy term, regardless when the formal claim may be made.

11. ACCEPTABILITY OF INSURERS: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

12. SUBCONTRACTORS: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractor. All Certificates of Insurance shall be provided to the City Attorney as required herein.

13. AGGREGATE LIMITS: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

14. DEDUCTIBLES AND SELF-INSURED RETENTIONS: Any deductible or self-

insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify CLAIMS: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured and the City against all claims for damages, even if groundless.

15. NOTICE OF CANCELLATION OR NONRENEWAL: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

16. WAIVER OF GOVERNMENTAL IMMUNITY: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

17. ADDITIONAL INSURED: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

18. CERTIFICATE OF INSURANCE: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to City Attorney's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Bridgeport, Office of the City Attorney, 999 Broad Street, Bridgeport, Connecticut 06604.

19. WAIVER OF REQUIREMENTS: The City Attorney may vary these insurance requirements at City Attorney's sole discretion if City Attorney determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

§107-07 PRESERVATION OF PROPERTY

It is the intent of this specification that the Contractor protect and preserve all public and private property including all existing vegetation, existing landscape features and monuments within, along and adjacent to the highway right-of-way. The Contractor shall use every precaution necessary and perform the Work as specified, in a manner approved

by the Engineer, to prevent damage, injury, pollution or destruction; shall protect all trees and other woody plants which are to remain; shall take special care to protect the natural vegetation and surroundings including all natural drainageways, ponds, lakes, wetlands, woods and fields; shall store materials in such a manner as to prevent leaching which would be injurious to soils and plants; shall repair all injuries to woody plants which are to remain by approved horticultural methods; and shall scarify and compact solid and regrade as directed to restore the property to a natural condition.

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

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

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

§107-08 DAMAGE

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

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

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

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

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

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

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

§107-09 RESTORATION

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

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

In general, the restoration shall include:

A. The removal of all equipment and parts, junk, rubbish, excess materials and debris of all kind;

B. Clean up as required, grading as shown, if a grading plan has been prepared; or grading so as to blend into the surrounding ground forms, to the satisfaction of the Engineer;
C. Scarification of storage yards, batching sites, haul roads, etc., to the depth determined by the Engineer as necessary to support vegetation.
D. The removal and regrading of temporary roads or areas as required by the Engineer;

E. The repair or removal of damaged trees and the fertilizing, seeding and mulching of the areas as provided for in the Contract or as directed by the Engineer.

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

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

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

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

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

Whenever the Contractor's operations, carried out in accordance with the approved schedule, result in a situation where temporary erosion control measures not shown on the plans, must be taken and these measures are approved or ordered by the Engineer, the Contractor shall conduct this work in accordance with the provisions of Item 210, "Temporary Soil Erosion and Water Pollution Control."

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

A. Frequent fording of live streams will not be permitted; therefore, temporary bridges or other structures shall be used wherever an appreciable number of stream crossings

are necessary. Unless otherwise approved in writing by the Engineer, mechanized equipment shall not be operated in live streams.

2. When work areas are located in or adjacent to live streams, such areas shall be separated from the main stream by a dike or other barrier to keep sediment from entering a flowing stream. Care shall be taken during the construction and removal of such barriers to minimize the muddying of a stream.

3. All waterways shall be cleared as soon as practicable of falsework, piling, debris or other obstructions placed during construction operations and not part of the finished work. Ditches that are filled, or partly inoperative before the Contractor stops work for any day, shall be maintained in a condition satisfactory to the Engineer for the duration of the Project.

4. Water from aggregate washing or other operations containing sediment shall be treated by filtration, settling basin or other means sufficient to reduce the sediment content to not more than that of the stream into which it is discharged.

5. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, wetlands and impoundments or into natural or man-made channels leading thereto. Wash water or waste from concrete mixing operations shall not be allowed to enter live streams.

6. All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be complied with in the performance of the contract.

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

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

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

§107-11 FURNISHING RIGHT OF WAY

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

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

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

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

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

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

The easement locations as shown on the plans are for informational purposes only, the successful bidder shall be supplied with the appropriate documents to adequately establish, stake and reference the easement limits concurrently with the construction stakeout survey.

§107-12 LABOR REQUIREMENTS

All contracts for the construction or repair of a public building are required by law to contain the following provisions:

> **In the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market areas, as established by the labor commissioner of the State of Connecticut, in which such work is to be done, and if no such qualified person**

is available, then to citizens who have continuously resided in the county in which the work is to be performed (Fairfield County) for at least three months prior to the date hereof, and then to citizens of the State who have continuously resided in the State at least three months prior to the date of this Contract. In no event shall these provisions be deemed to abrogate or supersede, in any manner, any provision regarding residency requirements contained in any collective bargaining agreement to which the contractor is a party.
(General Statutes 31-52 and 31-52b)

All contracts in connection with a public works project, except for public works buildings as described above, are required to contain the following provisions:

In the employment of mechanical laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date of the contract have been residents of this state, and if no such person is available then the residents of other states, provided that this provision shall not apply where its application shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the Contractor is a party. *(General Statutes 31-52a and 31-52b)*

All contracts for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair of any public works project shall contain the following provision, when (1) the cost of new construction of any public works project is $1,000,000 or more; or (2) the total cost of all work to be performed by all Contractors and subcontractors in connection with any alteration, repair, remodeling, refinishing, refurbishing or rehabilitation of any public works project is $100,000 or more:

The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each employee to any employee welfare fund described in Section 31-53 (h) of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Bridgeport. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each payday. *(General Statutes 31-53(a))*

NOTE: Prevailing wage rates are fixed by the State Labor Commissioner. The most recent wage rate schedule will be obtained and attached to the contract.

§107-13 GUARDING AND PROTECTION

The Contractor shall be responsible for guarding and protecting open and unattended excavations and other potentially hazardous locations in and adjacent to an area lawfully

frequented by any person. Such guarding and protection shall consist of any one, or a combination, of the following:

1. A substantial fence or barricade, not less than four (4) feet in height and mounted on satisfactory supports spaced at intervals of not more than ten (10) feet. Warning signs reading "DANGER-KEEP OUT" shall be mounted on the fence or barricade, as required by the Engineer, at no more than one hundred (100) foot intervals. The signs shall be 16"X24" with five (5) inch black letters on a white background. All fences, barricades and warning signs shall be furnished, erected, relocated, maintained and removed as required.

2. A forty-eight (48) inch extension of the trench sheeting above the ground surface adjacent to the excavation.

3. A substantial covering over the excavation. Where it is possible that vehicles will move over such covering, the covering shall be of sufficient strength to withstand the loading.

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

§107-14 NONDISCRIMINATION

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

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

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

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

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

SECTION 108 PROSECUTION AND PROGRESS

§108-01 START AND PROGRESS OF WORK

After filing the necessary bonds and certificates of insurance with the City Attorney and before starting the Work the Contractor shall submit to the Engineer for review and outline of his proposed methods and manner of executing the work including sequences of operation and a time schedule of performing the same. If found satisfactory, the Engineer shall accept, and the work shall be prosecuted in accordance with such schedules or approved amendments.

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

§108-02 DATE OF COMPLETION AND CLOSING

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

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

The extent of the Contractor's compliance with the provisions under this heading will be considered as relevant in any future determination of an award to him as the lowest responsive and responsible bidder for any project under the supervision of the Department.

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

§108-03 FAILURE TO COMPLETE WORK ON TIME

For each calendar day that any work shall remain incomplete after the date specified for the completion of the work provided in the Contract, the amount per calendar day specified in the bid solicitation or the contract will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Contract Time for completion of the Work as provided for elsewhere in the specifications.

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

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

The assessing of liquidated damages shall be in addition to Engineering Charges, if any.

§108-04 EXTENSION OF TIME

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

Where extra costs can be demonstrated relative to delays caused by acts of the City beyond the Contract requirements, such costs as are necessary may be reimbursable subject to their prompt substantiation of such costs by the Contractor via the initiation of procedures specified in §105-14, "DISPUTED WORK". The substantiated necessary costs of such delays which may be considered for reimbursement shall be limited to orders by the City to stop work for reasons other than provided in the Contract Documents and requirements and for the unavailability of right-of-way parcels for such an extended period beyond that indicated in the Contract Documents that the Contractor's progress on the Project as a whole is significantly affected.

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

§108-05 SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform with his own organization contract Work amounting to not less than thirty (30) percent of the original total contract price, except that any items designated by the City as "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with his own organization.

1. "His own organization" shall be construed to include only workers employed and paid directly by the Contractor and equipment owned or rented by him, with or without operators. The cost of furnishing and supplying materials to a subcontractor for installation by the subcontractor shall not be considered as work with "his own organization."

2. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the Contract as a whole and in general are to be limited to minor components of the overall contract.

SECTION 109 MEASUREMENT AND PAYMENT

§109-01 ESTIMATES AND PAYMENT

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

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

All estimates including the final, will be made for actual quantities of work performed and materials placed in accordance with the requirements contained in the specifications, Contract plans and standard sheets as determined by the measurements of the Engineer, and resulting quantities involving in any Contract shall be accepted as final, conclusive and binding upon the Contractor.

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

due any of its subcontractors, whether for labor performed or materials furnished within thirty (30) days after such subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such subcontractor.

109-02 FINAL ADDITIONS OR DEDUCTIONS

Upon the completion of the required work, should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and a final agreement will be made respectively adding or deducting this amount from the gross sum bid.

§109-03 PAYMENTS ON CONTRACT

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

§109-04 EXTRA AND FORCE ACCOUNT WORK

CONTRACT ITEM CHARGES

When a Change Order provides for similar items of work or materials, which increase or decrease the itemized quantity or scope of work provided for in the original Contract Documents, the price to be paid therefor, shall not exceed the unit bid price for such items.

NEW ITEM CHARGES

1. Agreed Prices for new items of work or materials may be incorporated in the Change Order as the Director may deem them to be just and fair and beneficial to the City. These prices will be used in computing the final estimate. Agreed prices must be supported by a complete price analysis in the Order on Contract. Analysis will be based on an estimated breakdown of charges listed in the following paragraph 2, "Force Account Charges," unless some other basis is approved by the Director.

2. Force Account Charges

   A. Contractor Charges - Where there are no applicable unit prices for extra work ordered and agreed prices can not be readily established or substantiated, the Contractor shall be paid the actual and reasonable cost of the following:

      1. Necessary materials including transportation to the site. Material used, if acquired by direct purchase, must be covered by bills or acceptable invoices. All prices on used material incorporated in either temporary or permanent work

shall be billed at fair value, less than the original cost when new. A reasonable salvage credit shall be given for all salvageable material recovered. Salvage value of substantial material recovered must be determined jointly by the Contractor and the Engineer.

2. Necessary direct labor charges. Each class of labor shall be billed separately at actual payroll rates. Average rates based on different class or labor, will not be accepted.

3. Payments required to be made to labor organizations under existing labor agreements.

4. Equipment and Plant rentals, other than small tools:

    a. Contractor owned Equipment and Plant. The base hourly rates for Contractor owned equipment and plant shall be the rates as listed in the Contractor's Proposal.

    The daily rate per hour shall apply when the equipment is specifically assigned to the work by the Engineer for a period of 7 consecutive calendar days or less.

    The weekly rate per hour shall apply when the assigned time exceeds 7 consecutive calendar days.

    The monthly rate per hour shall apply when the assigned time exceeds 21 consecutive calendar days.

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

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

    In the event that a rate is not established in the Proposal for a particular piece of equipment or plant, the Director shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.

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

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

1. Profit and Overhead. Profit and overhead costs shall be computed at twenty (20) percent of the following:

    1. Total Material Cost (Bare Cost - F.O.B.)

    2. Total Direct Labor Cost (Actual hours worked multiplied by regular hourly wage rate).

    Overhead may be defined to include the following:

    1. Premium on Bond;

    1. Premium on Insurance required by the City other than Workmen's Compensation Insurance, Public liability and property damage insurance, unemployment insurance, Federal retirement benefits, other payroll taxes such reasonable charges that are paid by the contractor pursuant to written agreement with his employees;

    2. All salary and expenses of executive officers, supervising officers or supervising employees;

    3. All clerical or stenographic employees;

    4. All charges for minor equipment, such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services;

    5. All drafting room accessories such as paper, tracing cloth, blue printing, etc.

2. Subcontractor Charges - When the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work as outlined above in Items 1 through 5 under subsection A, Contractor

Charges, but profit and overhead shall be figured at twenty-five (25) percent unless some other basis is approved by the Director.

3. Force Account Report - Payment for force account work will be made on the basis of the following reports.

   1. The Contractor will deliver to the Engineer a daily summary of FORCE ACCOUNT WORK done on the contract. This summary on 8 1/2" X 11" paper will be delivered to the Engineer not later than closing time on the day following that for which the work is reported.

   The summary shall contain:

      a) A list of materials used indicating the amount, and nature of each material. The cost (if known) should also be included. This must be later documented by proper receipts.

      b) A list of equipment used to indicate the number of hours used and kind, type and size of equipment.

      c) A list of personnel by name, including the hours worked, and labor classification at which they were used on the force account work and the location by station or stations of the work proposed.

      d) A statement of the work accomplished by force account for that day.

      e) This summary will be dated and signed by the Contractor's authorized representative and the Inspector.

      f) The contract number and other identification as well as the name of the Contractor shall appear on the statement.

      g) The Inspector will make any notation, remarks or comments on this form that may assist in final payments.

   2. Within 5 calendar days after the end of each pay period the Contractor shall deliver to the Engineer a FORCE ACCOUNT SUMMARY OF LABOR used on the work which shall include the name, hourly rate of pay, hours worked, fringe benefits and/or items as shown on the actual payroll.

   3. On completion of the specific force account work the Contractor shall within 10 calendar days, deliver to the Engineer, a FORCE ACCOUNT SUMMATION wherein all materials, equipment and labor charges are shown and totaled together with such other expenditures as are concerned with the Force Account item. This summation shall be dated and signed by the Contractor's authorized representative and the Inspector.

§109-05 PROGRESS PAYMENTS

Unless otherwise specified in the method of payment for a particular item, no payment will be made for an item of work until its completion in accordance with Specifications.

§109-06 PAYMENT OF ESTIMATES

As the work progresses in accordance with the Contract and in a manner that is satisfactory to the City, the City shall once in each month and on such days as it may fix, make an estimate of the quantity of work done and of material which has actually been put in place in accordance with the terms and conditions of the Contract Documents, during the preceding month, and compute the value thereof and pay to the Contractor the monies due.

§109-07 NO ESTIMATE ON CONTRACTOR'S NON-COMPLIANCE

It is understood that so long as any lawful or proper direction concerning the work or material given by the Director, or his representative, shall remain uncompiled with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper direction has been fully and satisfactorily complied with.

§109-08 FINAL ACCEPTANCE OF WORK

When in the opinion of the Engineer, the Contractor has fully performed the work under the contract, he shall recommend to the Director the acceptance of the work so completed. If the Director accepts the recommendation of the Engineer, he shall thereupon notify the Contractor of such acceptance, and copies of such acceptance shall be sent to other interested parties.

§109-09 UNCOMPLETED WORK AGREEMENT

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

§109-10 FINAL AGREEMENT

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

§109-11 FINAL ESTIMATE

The Director will approve a final estimate for final payment based on the final agreement as prepared and approved by the Engineer, less previous payments and any and all deductions authorized to be made by the Director under the contract.

§109-12 FINAL PAYMENT

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

§109-13 ACCEPTANCE OF FINAL PAYMENT

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

§109-14 CONTRACTOR'S COST RECORDS

The Contractor shall maintain records of all payrolls and of the details that comprise his total cost pursuant to any of the provisions under §104-03, "CONTINGENCIES, EXTRA WORK, DEDUCTIONS," and he shall, at any time within 3 years following the date of acceptance of the Project, make such records available, upon request therefore, to the Department for

review and audit, if deemed necessary by the Director. In case all or a part of such records are not made available, the Contractor understands and agrees that any items not supported by reason of such unavailability of the records shall be disallowed, or if payment therefore has already been made, the Contractor shall, upon demand in writing by the Director, refund to the Department the amount so disallowed.

§109-15 MAINTENANCE BOND

The Contractor shall secure a maintenance bond of a face value equal to twenty-five (25) % of the final Contract amount in a company approved by the City Attorney guaranteeing his work for a period of one (1) year from the date of final acceptance by the Director. He shall leave the work in perfect condition at completion and neither the final payment or agreement shall relieve the Contractor of the responsibility for negligence or faulty materials or workmanship within the extent and period provided herein, and upon written notice he shall remedy any defects due thereto and pay all expenses for any damage to other work resulting therefrom.

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

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

End Of Section