

SECTION 1.03
AWARD AND EXECUTION OF CONTRACT

1.03.01--Consideration of Bids : After the proposals are opened and read, the quantities will be extended and totaled in accordance with the written bid prices of the various bidders; and the bids will be verified or corrected. These results will be made public. As required by the Project specifications or as directed by the Manager of Contracts, but in no case more than 14 days after the bid opening, the low bidder shall furnish to the Manager of Contracts all required pre-award submittals, properly executed on the forms provided by the Department, such as, but not limited to: Disadvantaged/Women Business Enterprises documentation; a schedule of progress or a time chart for the Project work, in triplicate; and a complete statement of the origin and manufacture of any manufactured materials to be used in construction of the Project, in quadruplicate. If requested, samples of such materials will be furnished at the bidder's expense. They may be subjected to the tests provided for in the Contract to determine their quality and fitness for the work.

The Department may reject a Contractor's bid as non-responsive if the Contractor does not make all required pre-award submittals within the time designated by the Department.

Charts or listings shall be on forms either furnished by or approved by the Department. The schedule of progress or time charts will show the plan of construction and the proposed method of carrying out this work, including a full statement of the equipment to be used. Such charts and listing may be used in consideration of the bids, and after award of the Contract may be used by the Engineer as a check on the actual progress.

The Commissioner reserves the right to do any of the following without liability: a) waive technical defects in bid proposals as he or she may deem best for the interests of the State; b) reject any or all bids; c) cancel the award or execution of any contract prior to the issuance of the "Notice to Proceed;" and d) advertise for new bids.

1.03.02--Award and Execution of Contract: Except as otherwise authorized by the Commissioner, all contracts will be awarded and executed in accordance with the order of the Commissioner. The award, if made, will be made within 60 days after the opening of the proposals unless otherwise agreed upon by the Commissioner, the successful bidder, and the surety. The successful bidder, upon receipt of notice from the Department, shall be present in person or be represented by an official legally-authorized to sign the Contract, and shall sign the necessary agreement entering into a contract with the State. No proposal shall be considered binding upon the State until the execution of the Contract.

1.03.03--Return of Proposal Guaranty: All proposal guaranties will be returned within 3 calendar days following the award of the Contract. When the award is deferred for a period of time longer than 10 calendar days after the opening of the proposals, all guaranties except those of the three lowest bidders will be returned. Should no award be made within 60 calendar days after the opening of proposals, all proposals may be rejected and the proposal guaranties returned, except that with the approval of the bidder and the surety, the Commissioner may extend the time for the award and may retain the proposal and proposal guaranty of the low bidder for the period of the extended time for award, or for some other period of time if agreed upon by the Commissioner, bidder and surety.

1.03.04--Requirements of Performance Contract Bond and Payment Bond: The successful bidder, at the time of the execution of the Contract, must deposit with the Transportation Manager of Contracts a surety company bond for the satisfactory completion of the work and surety company bond for the payment of debts pertaining to materials, rental of equipment, and labor used or employed in its performance under the Contract. These bonds shall each be in an amount equal to the amount of the Contract award. The forms of the bonds shall be those provided by the Department.

The surety must be a corporate surety licensed to sign surety bonds in the State of Connecticut. The costs of these bonds shall be included in the general costs of the Project, and the State shall not reimburse the Contractor for them under any listed Contract item.

In conformance with Section 49-41a of the Connecticut General Statutes as revised, the Contractor shall, (1) within 30 days after payment to the Contractor by the State, pay any amounts due any subcontractor, whether for labor

performed or materials furnished, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the State; (2) and shall include in each 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 30 days after such subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such subcontractor.

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

1.03.05--Vacant

1.03.06--Failure to Execute Contract: Any bidder who shall fail after 10 calendar days notice being given of acceptance of its bid, to enter into the Contract and furnish the required surety bonds, shall forfeit its claim to the work; and its proposal guaranty shall be retained and used by the State, not as a penalty, but as liquidated damages.

1.03.07--Insurance: Before the Contract is executed, the Contractor will be required to file with the Commissioner a certificate of insurance, executed by an insurance company satisfactory to the Commissioner and on the form provided by the Department, stating that with respect to the Contract, the Contractor carries insurance at least in accordance with the requirements and stipulations listed below. State of Connecticut, Department of Transportation, Form Number CON-32 entitled "CERTIFICATE OF INSURANCE" shall be the only acceptable form as evidence of insurance. Continuance of the required insurance during the entire term of the Contract shall be the responsibility of the Contractor and is a condition of the Contract

The State must be named as an additional insured party for the insurance required under paragraphs 2, 3 and 6 stipulated below. In the event the Contractor secures Excess/Umbrella Liability Insurance to meet the minimum requirements specified under paragraph 2, 3 and 6 below, the State shall be named as an additional insured.

Unless requested otherwise by the State, the Contractor and its insurer shall not assert the defense of governmental immunity in the adjustment of claims or in the defense of any claim or suit brought against the State. The Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance

1--Workmen's Compensation Insurance: With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor and subcontractor shall carry workmen's compensation insurance in accordance with the requirements of the laws of the State. The Contractor's Workers Compensation policy shall contain the U.S. Longshoreman's and Harbor Worker's Act endorsement when work is to be performed over or adjacent to a navigable water. The Contractor's Workers Compensation policy shall contain the U. S. Longshoreman's and Harbor Worker's Act endorsement when work is to be performed over or adjacent to a navigable water.

2--Commercial General Liability Insurance: With respect to the operations it performs and also those performed for it by subcontractors, the Contractor shall carry Commercial General Liability Insurance, including Contractual Liability Insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of at least \$2,000,000 for all damages during the policy period.

3--Automobile Liability Insurance: The operation of all motor vehicles, including those hired or borrowed, used in connection with the Project, shall be covered by Automobile Liability Insurance, which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property. If an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000.

4--Owner's and Contractor's Protective Liability Insurance for and in the Name of the State: With respect to the Project operations the Contractor performs and also those performed for it by subcontractors, the Contractor

shall carry, for and on behalf of the State, insurance which shall provide coverage for each accident or occurrence in the amount of \$1,000,000 for all damages resulting from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of at least \$2,000,000 for all damages during the policy period.

5—Railroad Protective Liability Insurance: When the Contract involves work on, over or under the right of way of any railroad company, the Contractor shall carry with respect to the operations it performs and also those performed for it by subcontractors, Railroad Protective Liability Insurance for and on behalf of the railroad company as named insured, and the State named as additional insured providing coverage for each accident or occurrence in the amount of \$2,000,000 for all damages resulting from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property. Subject to that limit per accident or occurrence, the policy shall provide a total or aggregate coverage of at least \$6,000,000 for all damages during the policy period.

6—Blasting: When explosives are to be used in the prosecution of the work, the insurance required under paragraphs 2, 4 and 5 above shall also contain provisions for protection, in the amounts stated, against damage claims due to such use of explosives.

7--Termination or Change of Insurance: Each insurance policy shall be endorsed to provide that the insurance company shall notify the Department by certified mail at least thirty (30) days in advance of termination of or any change in the policy. No such change shall be made without prior written approval of the Commissioner.

The Contractor shall keep all the required insurance in continuous effect until the date the Department designates for the termination of the Contractor's responsibility, as determined by Article 1.08.13.

8--Claims: Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

9--Compensation: There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the cost thereof shall be considered included in the general cost of the work.

1.03.08--Notice to Proceed and Commencement of Work: The Contractor will commence and proceed with the Contract work on the date specified in a written notice to proceed issued by the Engineer to the Contractor. The date specified will be no later than 45 calendar days after the date of the execution of the Contract by the Department, except that if the expiration of said 45 days occurs during the period between November 30 and April 1 of the following year, the Engineer may specify that the April 1 following said expiration shall be the date for the Contractor to proceed with the work.

If a notice to proceed is not issued to the Contractor within the said 45 days, the Contractor shall have the option of canceling the Contract and its payment and performance bonds for the Project. Any failure by the Department to issue a notice to proceed, or to issue one on a timely basis, shall not, however, constitute a breach of the Contract. Such a failure shall not be used by the Contractor or any other party as a basis for any claim for loss of anticipated profits or for any other type of damages. The Contractor hereby waives any right it might have to assert such a claim on the basis of such a failure.

Beginning from the date for commencement of the work as specified in the notice to proceed, Contract time will be charged to the Contractor.

No Project work shall commence prior to the commencement date specified by the Engineer in the notice to proceed, except as may be authorized by the Engineer in writing. If the Engineer so authorizes an early commencement of the work, the Contract time shall nonetheless be charged to the Contractor only from the commencement date specified in the notice to proceed. If, however, the Engineer authorizes such early commencement of the work to begin during the period between November 30 and April 1 of the following year, the Department will begin to charge Contract time to the Contractor no earlier than said April 1.

Subarticle 1.03.07-10: Protection and Indemnity Insurance for Marine Construction Operations in Navigable Waters.

If a vessel of any nature or kind is involved, the Contractor shall obtain the following additional insurance coverage:

A. Protection and Indemnity Coverage of \$300,000 per vessel or a limit equal to the value of hull and machinery, whichever is greater.

B. If there is any limitation or exclusion with regard to crew and employees under the protection and indemnity form, there must be a worker's compensation policy in effect, including coverage for operations under admiralty jurisdiction with a limit of liability of \$300,000 per accident or to a limit equal to the hull and machinery, whichever is greater, or as otherwise required by statute.

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