

SECTION 1.07
LEGAL RELATIONS AND RESPONSIBILITIES

1.07.01--Laws to Be Observed: The Contractor at all times shall observe and comply with all laws, ordinances, government bylaws, permits, regulations, orders and decrees which in any manner affect the conduct of the work. The Contractor shall indemnify and save harmless the State and all of its officers, agents and servants against any claim, fine, or other liability arising from or based on the violation of any such law, bylaw, permit, ordinance, regulation, order or decree, whether by the Contractor, its subcontractors or any of their employees.

1.07.02--Permits and Licenses: Except as otherwise specifically provided elsewhere in the Contract, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices required by government authorities and incident to the due prosecution of the work.

1. Under Connecticut law, a commercial vehicle used by contractors and vendors in connection with work on this project may be subject to Connecticut registration requirements. CGS requires such registration for any vehicle which is most frequently garaged in this state, or most frequently leaves from, and returns to one or more points within this state in the normal course of operations. In addition, a vehicle must obtain Connecticut registration if it continuously receives and discharges cargo within this state. Reciprocal registrations as allowed under CGS are acceptable for meeting the registration requirements.

Residence or domicile of the owner, lessor or lessee of the motor vehicle, or the place where the owner, lessor or lessee is incorporated or organized, shall not be a factor in determining the necessity for registration of the vehicle in this state. Failure to register a vehicle will result in a citation for any infraction, and also may result in administrative action by the Commissioner of Motor Vehicles.

This requirement applies to not only the Contractor, but also to its subcontractors, suppliers, etc. It is the Contractor's responsibility to ensure that its subcontractors, suppliers, etc., comply with this requirement.

The Contractor shall maintain, on this project, records which document compliance with this requirement.

2. The Contractor shall ensure that for each commercial vehicle utilized by subcontractors to haul bulk materials (i.e.: bituminous concrete, earth, stone, gravel, etc.) to and from the project site over public highways, the Contractor shall possess an original or a copy of a valid intrastate motor common carrier certificate or motor contract carrier permit issued in accordance with CGS. The vehicles shall also possess a valid Connecticut fuel tax sticker affixed to the vehicle. Any vehicle found to be in noncompliance with this provision shall be immediately removed from the project. If the vehicle is not removed from the project, the Engineer shall deduct from monies due or to become due, the Contractor payment for the value of work performed by the vehicle(s) found to be in noncompliance with these provisions.

The certificate, permit and fuel tax sticker shall be available in each vehicle for inspection when requested by the Engineer. Failure to provide the certificate, permit and/or fuel tax sticker when requested shall result in the vehicle being ordered removed from the project.

1.07.03--Proprietary Devices, Materials and Processes: If the Contractor is required or desires to use any design, device, material or process covered by a license, patent, copyright or trademark, the Contractor shall provide for such use by suitable legal agreement with the license, patent, copyright or trademark holder.

A copy of any and all such agreements shall be filed with the Engineer.

If the Contractor is allowed but not specifically required by the Engineer to use any particular proprietor's design, device, material or process covered by license, patent, copyright or trademark, the Contractor and the surety shall indemnify and save harmless the State from any and all claims which may be brought against the State, and any and all costs, expenses, and damages which the State may be obligated to pay by reason of any infringement or alleged infringement relating to the use of such licensed, patented, copyrighted or trademarked design, device, material or process at any time during the prosecution or after the completion of the work.

1.07.04--Restoration of Surfaces Opened Pursuant to Permit or Contract: The Contractor shall not make, and shall not allow any person or persons to make an opening in a highway unless a contract or duly authorized permit to do so has been obtained from the Department. When ordered by the Engineer, and until completion of the construction work, the Contractor shall perform all necessary restoration, where any openings have been made by authority of the Department.

1.07.05--Load Restrictions: The Contractor shall comply with all legal load restrictions as to truck size, gross weight of vehicle, and axle weight of the vehicle in the hauling of materials.

This provision shall apply to travel both on existing pavements and pavements under construction. Vehicles of the Contractor, either loaded or unloaded, will not be allowed to travel across any bridge or on any highway when such vehicle exceeds the statutory limit or posted limit of such bridge or highway unless the Contractor receives and complies with the requirements of a permit from the CDOT for such travel, as provided in the Statutes. Such permit will not excuse the Contractor from liability for damage to the highway caused by its equipment.

The Contractor is subject to fines, assessments and other penalties levied as a result of violations of the vehicle size and weight restrictions committed by those in its employ.

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

1.07.07--Public Convenience and Safety: The Contractor shall conduct the work at all times in such a manner as to ensure the least possible obstruction to traffic. The Contractor shall provide, in a manner acceptable to the Engineer, for the convenience and interests of the general public; traveling public; parties residing along or adjacent to the highway or facility project site; and parties owning, occupying or using property adjacent to the project site, such as commuters, workers, tenants, lessors and operating agencies.

Notwithstanding any other provision in the Contract, no section of road, access drive, parking lot, sidewalk, station platform, railroad track, bus stop, runway, taxiway, occupied space within a site, or occupied space within a building shall be closed to vehicles or pedestrians except with the written permission of the Engineer.

All pieces of equipment, all equipment or materials storage areas, and all work areas must be placed, located, and used in ways that do not create a hazard to people or property, especially in areas open to public pedestrian or vehicular traffic.

All equipment and materials shall be placed or stored in such a way and in such locations as will not create a hazard to the traveling public. In an area protected by guide rail or other effective barrier, equipment and materials must not be placed or stored within two feet of the maximum designed deflection of such barrier. In an unprotected area, equipment and materials must not be stored within thirty feet of the edge of the travelway.

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

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

In addition to meeting the requirements of Section 9.71, 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 and construction codes and the latest edition of the CFR shall be observed. A copy of the latest edition and all supplements of the CFR pertaining to OSHA for construction shall be available for reference at all times in the Contractor's field office.

The Contractor shall furnish to the Engineer on the Project a report in duplicate on each accident on the Project or related to the prosecution of the Project which involves personal injury requiring treatment by a doctor or which causes an employee's loss of work time. The Contractor shall also furnish to the Engineer a report in duplicate regarding any accident involving public liability or property damage in connection with the Project. These reports shall be in a form acceptable to the Engineer.

The authority vested in the Engineer under Article 1.08.06 shall include the authority to suspend the work of the Contractor if and when the latter does not take the above-mentioned precautions or fails to provide adequate protection allowing for inspection of the work without jeopardy to the safety of individuals authorized to be on the Project site.

Nothing herein shall be construed to relieve the Contractor from responsibility for the prosecution of the work, nor from responsibility for damage claims, as stated in Article 1.07.10.

The Contractor shall assign or designate a competent representative with authority to act in cooperation with a Department representative in the promotion and enforcement of safety provisions and safe practices on or related to the Project for the duration of the construction.

1.07.08--Use of Explosives: To the extent possible, the Contractor shall plan his work in such a manner as to avoid use of explosives in close proximity to new or existing structures. When the use of explosives is necessary for the prosecution of the work, the Contractor shall take the utmost care not to endanger life or property, including existing structures and new work, and shall comply fully with Article 1.07.01.

The Contractor 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 the Contractor's intention to use explosives; and such notice shall be given sufficiently in advance of any blasting to enable such companies and other affected parties to take such steps as they deem necessary to protect utilities and property from injury. Such notice shall not relieve the Contractor of responsibility for damage resulting from its blasting operations.

1.07.09--Protection and Restoration of Property: The Contractor shall not enter upon private property for any purpose without obtaining written permission to do so from the owner of such property, and shall provide the Engineer with a copy of such written permission upon request. The Contractor shall be responsible for the preservation of all public and private property, trees, monuments, etc. along and adjacent to the roadway and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall use suitable precautions to prevent damage to pipes, conduits and other underground structures, poles, wires, cables and other overhead structures, whether shown on the plans or not, and shall protect from disturbance or damage all land monuments and property markers, until a duly authorized agent has witnessed or otherwise referenced their location, and shall not remove them until and unless directed to do so by the Engineer. The Contractor shall not remove, cut, injure or destroy trees or shrubs without the Engineer's prior approval. The Contractor shall be responsible for all damage or injury to property of any character, resulting from any act, omission, neglect or misconduct in the Contractor's manner or method of executing its work, or due to its defective work or materials. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof on the part of the Contractor, it shall restore, at its own expense, such property to a condition as identical as possible to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by the Engineer, or shall make good such damage or injury in a manner acceptable to the Engineer. If the Contractor fails to restore such property, or to make good such damage or injury, the Engineer may, upon 48 hours notice, proceed to have such property repaired, rebuilt or restored as he may deem necessary; and the cost thereof will be deducted from any monies due or which may become due the Contractor under the Contract. Where underground facilities belonging to the State have been placed pursuant to a previous contract, the Department shall mark the location of such facilities when given seventy-two (72) hours notice by the Contractor that it will be excavating or driving material into the ground near such facilities. After the Department marks the location of such facilities it will be the Contractor's responsibility to maintain the location markers until no longer needed. Repairs of State facilities located further than one (1) foot from such markers or located lines shall be paid for by the State.

1.07.10--Contractor's Duty to Indemnify the State against Claims for Injury or Damage: The Contractor shall indemnify and save harmless the State, the Department and all of its officers, agents and employees from all suits, actions or claims of any character, name or description brought for or on account of any injuries or damage sustained by any persons or to any property as a result of, in connection with, or pursuant to the performance of the Contract, including all costs incurred by the State in defending itself against such claims or actions to the extent that the Contractor is held liable for same in a court of law. As much of any money which may be due the Contractor under the Contract as the Commissioner considers necessary for the purpose of such indemnification or holding harmless may be retained for such use by the State; and the Contractor's surety bonds may be held until such suit or suits, action or actions, claim or claims, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Commissioner. Such indemnity shall not be limited by reason of any insurance coverage required under the Contract.

1.07.11--Opening of Section of Project to Traffic or Occupancy: Whenever, in the opinion of the Engineer, any substantially completed traveled way (including any such highway, roadway, railroad, runway, taxiway, apron or parking lot), facility site, or building, or portion thereof, is in satisfactory condition for travel or occupancy, it shall be opened to traffic or occupancy as directed by the Engineer. The Engineer's approval of any such opening shall not be held to be in any way an acceptance of the roadway, traveled way, facility site, or building, or of any part of it, or as a waiver of any of the provisions of these specifications, or of any state or federal statutes, applicable building codes, or other Contract provisions. Such approval shall not constitute a basis for claims for damages due to interruptions to, or interference with, the Contractor's operations. If repair or replacement of any section of a roadway, traveled way, facility site, or building becomes necessary because the Engineer has directed that the structure or facility be opened to travel or occupancy prior to completion of the Contract work, the Contractor shall perform that repair or replacement. The Contractor shall perform such work at its own expense, unless it is determined definitely that the damage necessitating the repair or replacement was caused by equipment operated by a State employee while controlling snow or ice, or by routine State maintenance operations. In the latter case, the State shall reimburse the Contractor for the cost of the repair or replacement. When the damage was caused by a traffic accident, the Contractor may seek recovery from the responsible person.

1.07.12--Contractor's Responsibility for Work: From the date stipulated in the "Notice to Proceed" and until the Contractor is notified of the completion date of the construction work, the work shall be under the charge and care of the Contractor; and it shall take every necessary precaution against injury or damage to the same or any part thereof by the action of the elements or from any other cause whatever, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good, at its own expense, all injuries or damages to, or any impairment of, any portion of the Project which results from any of the above causes before completion of the construction work, except as provided in Article 1.07.11.

1.07.13--Contractor's Responsibility for Adjacent Property and Services: At points where the Contractor's operations are adjacent to property of railway, telegraph, telephone, power companies, or any other utilities, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, the Project work shall not be commenced until all arrangements necessary for the protection of such property have been made.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be kept to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to water or utility services as a result of accidental breakage of facilities, or as a result of related facilities being exposed or unsupported, the Contractor shall promptly notify the proper authority of same. The Contractor shall cooperate with said authority in the restoration of such services as promptly as possible. In no case shall interruption of water services be allowed to continue outside of working hours. Fire hydrants shall be kept accessible to the fire department at all times, and no materials shall be kept or stockpiled within 15 feet of any fire hydrant.

1.07.14--Personal Liability of Representatives of the State: In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, the Commissioner, Engineer, and their authorized representatives, including consultant engineering firms and their employees, shall be subject to no liability, either personally or as officials of the State, it being understood that in all such matters they act solely as agents and representatives of the State.

1.07.15--No Waiver of Legal Rights: The Commissioner reserves the right, should the Department discover an error in the estimate, or conclusive proofs of defective work or material used by or on the part of the Contractor, either before or after the acceptance of the Contract, or even after the final payment has been made, to retain such monies owed to the Contractor on any Department project, or to claim and recover by process of law such sums, as may be sufficient to correct the error or make good the defects in the work and materials.

1.07.16--Vacant

1.07.17--Unauthorized Use of Area(s) within the Project Limits Prohibited: The use of any area within the Project limits for any purpose other than the construction of the Project, without prior authorization of the Commissioner, is prohibited.

Any request by the Contractor for authorization of such special use must include details describing the proposed use. If the proposed special use involves a lease and/or profit, the Contractor must negotiate an equitable sharing of any profits with the State before such use may be authorized.

1.07.18—Use of State Property: The Contractor may not use State property for any purpose or activity other than carrying out the construction activities required by the Contract, except with the prior written consent of the Engineer.

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

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

Under no circumstances shall the bulk storage of fuel or lubricants by the Contractor or its agents be permitted on State property. Nor shall the Contractor be allowed to store any hazardous materials on State property other than those which are integral to the Contractor's performance of the Contract. The Contractor shall have the responsibility and duty to ensure the proper storage, handling, management and disposal of any such hazardous materials. The Contractor shall be liable to the Department for all remedial or punitive costs, damages or penalties incurred by the Department as a result of the Contractor's failure to fulfill that duty.

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

The Contractor must submit any request to use State property for a staging or storage area to the District Engineer at the District Construction Office. The following information, at a minimum, must accompany such written request: (a) a detailed description of the proposed operation or use of State property; (b) a site plan detailing the location of any operations, materials, or facilities related to the requested use, including any appropriate sedimentation or erosion controls; (c) an area plan detailing ingress to and egress from the site of the proposed activity or the Project site, as appropriate, and indicating the location of and proximity to residential or occupied buildings in the vicinity; (d) copies of any related, required or affected environmental permits; (e) a detailed listing or description of the anticipated hours of the proposed operations or activities; and (f) photo documentation (a minimum of twelve 8x10 in. color photographs) (i) of the preconstruction condition of each site of the proposed activities and (ii) of adjacent property at the boundaries of those areas. If the site to be used or affected is State property that lies outside of any DOT right-of-way, the Contractor must also obtain from other State agencies all necessary or appropriate authorizations for the proposed use(s) of State property.

Any request by the Contractor relating to a proposed use of State property for activities other than the establishment of a construction staging or storage area must also be submitted to the District Engineer at the District Construction Office, and must include the same information required by (a) through (f) of the preceding paragraph. In addition, in connection with such other requests, (g) the Contractor must submit written confirmation from the municipality or municipalities in which each affected site is located that each such municipality has no objection to the proposed use or activity; and (h) the Contractor must execute a license agreement with the Department, on terms acceptable to the Department, defining the nature and scope of the proposed use or activity.

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