



(860) 594-3129

Subject: Project No. 88-177
F.A.P. No. CT-TBD
New Britain & Newington: New Britain –
Hartford Busway
Contract 1.

October 28, 2011

NOTICE TO CONTRACTORS:

This is to notify all concerned and especially the prospective bidders that the bid opening for the subject project is still scheduled for November 2, 2011, at 2:00 P.M. in the Conference Room of the Department of Transportation Administration Building, 2800 Berlin Turnpike, Newington, Connecticut.

The Department has established a general mailbox to receive contractor questions. Please send all future questions to DOTContracts@ct.gov.

Addendum No. 4 is attached

This Addendum is necessary to Add Special Provisions, Revise Special Provisions and to answer questions asked on the subject project.

Revised Bid Proposals are being Issued to Prospective Bidders.

Philip J. Melchionne

For: Gregory D. Straka
Contracts Manager
Division of Contracts Administration

OCTOBER 28, 2011
NEW BRITAIN – HARTFORD BUSWAY (CONTRACT 1)
FEDERAL AID PROJECT NO. TBD
STATE PROJECT NO. 88-177
TOWNS OF NEW BRITAIN AND HARTFORD

ADDENDUM NO. 4

SPECIAL PROVISION
NEW SPECIAL PROVISION

The following Special Provision is hereby added to the Contract:

- **NOTICE TO CONTRACTOR – NON DISCRIMINATION REQUIREMENT**

REVISED SPECIAL PROVISIONS

The following Special Provisions are hereby deleted in their entirety and replaced with the attached like-named Special Provisions:

- **CONTRACT TIME AND LIQUIDATED DAMAGES**
- **SECTION 1.08 – PROSECUTION AND PROGRESS**

QUESTIONS & ANSWERS

Q1. What lane closures will be allowed on Route 9 during the following time periods:

Monday through Friday between 10 PM and 6 AM Saturday through Sunday between 9 PM and 10 AM

What lane closures will be allowed on Route 9 during the following time periods:

Saturday through Sunday between 9 PM and 10 AM

What lane closures will be allowed on All Other Roadways during the following time periods:

Monday through Friday between 10 PM and 6 AM Saturday through Sunday between 9 PM and 10 AM

A1. Section 1.08.04 - Prosecution and Progress has been revised to address the missing lane closure allowances. The revised section is included in Addendum No. 4.

Q2. Reference page 5 of Addendum #1, General Provisions, which states “All work on this project must be completed on or before May 15, 2014 or within nine hundred and seventeen (917) calendar days of written Notice to Proceed, whichever occurs first, liquidated damages charge to apply will be Nine Thousand One Hundred Dollars (\$9,100.00) per calendar day thereafter.” With a bid date of November 2, 2011, and assuming that bids are held for the standard 60 days allowed, actual NTP would be approximately January 1, 2012. This would result in a project duration of 865 calendar days. On page 6 of Addendum #1, General Provisions, Access Constraint 1 specifies 895 Calendar Days from NTP. This would exceed the 865 calendar days for the overall project completion if May 15, 2014 is the maximum fixed project completion date. Please clarify by removing the May 15, 2014 fixed date and allow the project to complete in 917 Calendar Days from NTP. Or, modify Access Constraint 1 to be a fixed calendar date.

A2. Due to delays to the project, the contract dates and the closure of the WSA location within the project limits have changed. The Contract Time and Liquidated Damages specification is revised in Addendum 4 to reflect these changes.

Q3. Regarding the above referenced issue, page 7 of Addendum 1 also needs clarification if a fixed completion date of May 15, 2014 is to govern, since this would occur before the 917 calendar days after NTP. Page 7 of Addendum 1 states “Contract Completion Milestone – Nine Hundred Seventeen (917) Calendar Days from NTP. Complete all Contract Work. Liquidated Damages for Late Completion of the Contract: \$12,900 per day for each day following the 917th calendar day, \$29,300 per day for each day following the 947th calendar day with no maximum payment.” Please clarify by removing the May 15, 2014 fixed date and allowing the project to complete in 917 Calendar Days from NTP. Or, modify Milestone 1 Liquidated Damages based on Calendar Dates.

A3. Due to delays to the project, the contract dates and the closure of the WSA location within the project limits have changed. The Contract Time and Liquidated Damages specification is revised in Addendum 4 to reflect these changes.

Q4. Contract 1 has an Engineers Office item in it, though Contract 3 has the same item for 20 people – is that the intent, should we send a formal question to see if both are necessary?

A4. The field office for Contract 1 is proposed as follows: Item No. 0969064A – Construction Field Office, Large. Contract 3, field office was revised in Addendum No. 4 from Item No. 0969064A - Construction Field Office, Large to Item No. 0969202A - Class B Office. No changes are required to either contract to address this question.

Q5. The Revised Schedule of Prices for 88-177 New Britain contract 1 per add#2 did not have the new estimated cost prices pre-printed on the bid form. Is it ok for us to just write them in on our own?

CONTRACT ITEMS

NEW CONTRACT ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
0020766A	RODENT INTEGRATED PEST MANAGEMENT	EST	\$10,000.00
0504009	RAILROAD PROTECTION	EST	\$25,000.00

A5. The Bid Proposal Form has been revised and included in this Addendum.

The Detailed Estimate Sheets are not affected by these changes.

The Bid Proposal Form has been revised and included in this Addendum.

The number of calendar days has been revised in this Addendum.

The foregoing is hereby made a part of the contract.

CONTRACT TIME AND LIQUIDATED DAMAGES

In order to minimize the hazard, cost and inconvenience to the traveling public, pollution of the environment and the detriment to the business area, and because the work covered by this contract must be completed before other phases of the overall project can commence, it is necessary to limit the time of construction work which interferes with traffic as specified in Article 1.08.04 of the Special Provisions.

Eight hundred forty-nine (849) calendar days will be allowed for the completion of the work on this project and the liquidated damages charge to apply will be Twelve Thousand Nine Hundred Dollars (\$12,900) per calendar day per each day following the 849th calendar day, with no maximum payment.

To meet the project milestones and to minimize the impacts and inconvenience to the traveling public that it may cause, extra manpower, equipment, working extended shifts and using premium time/overtime pay may be required to complete the work in accordance with the specified contract deadlines and time. To achieve the Deadline dates and the completion of work, it is anticipated the Contractor may be in different construction stages at various locations at the same time.

The allowable contract time for Contract 1 was developed assuming extended working hours, five (5), six (6) day and seven (7) day work weeks, except as indicated and restricted by the "Limitations of Operations", and working fifty-two (52) weeks per year, for the length of the contract. To meet the allowable contract time it is expected that the Contractor will be working extended shifts and using premium time simultaneously at multiple project locations, at multiple bridge locations, multiple retaining wall locations, multiple drainage runs, etc. in order to complete the Contract by the specified completion date. The low bidder shall demonstrate to the Department that they have the necessary labor force and equipment to meet the allowable contract time.

The Contractor can expect that it will be required that temperature sensitive work will be performed during the winter months. Therefore, preparations must be made by the Contractor to protect this work from the cold and adverse conditions that the winter months may bring. There will be no additional compensation paid to the Contractor for this work but it shall be included in the general cost of the work.

In order to reduce the hazard, cost and inconvenience to the traveling public and railroad and freight operations; the pollution of the environment; and the detriments to local businesses which inevitably result from construction projects such as this, it is necessary that the Contractor complete the project in accordance with the established milestones that are hereby established and made a part of the contract.

The Contractor is responsible for developing its own phasing plan for the Engineer's approval for the Project work. Although the Contractor is responsible for developing its own phasing plan, the Contractor shall comply with the following construction access constraints milestones:

Access Constraint 1 – Eight Hundred Six (806) Calendar Days from NTP

Closure of the Elm Street Entrance to the Project Waste Stockpile Area

The Contractor must maintain access to the Project Waste Stockpile Area off of Columbus Boulevard onto Elm Street. The Contractor may construct the Busway as sections are available between Stations 21+75 to 22+50, however, the Contractor will not have full access to complete the final pavement for the Busway section until the WSA entrance from Elm Street is closed. Upon closure of this entrance the Contractor may complete the final top pavement on the Busway (Stations 20+50 to 29+17), complete the vehicular closure for Elm Street and perform the work elements required on Columbus Boulevard.

Milestone 1 – Six Hundred Sixty-One (661) Calendar Days from NTP

Install ITS Infrastructure and Platforms

Contractor shall complete all construction work required to prepare for the installation of ITS devices. This includes completion of all infrastructure, power, platforms or pads, and supports required for the ITS Contractor to install the system integration components.

Liquidated Damages for Late Completion of Milestone 1:

\$6,000 per day for each day following the 661st calendar day,

\$10,000 per day for each day following the 691st calendar day with no maximum payment.

Contract Completion Milestone – Eight Hundred Forty-Nine (849) Calendar Days from NTP

Complete all Contract Work

Liquidated Damages for Late Completion of the Contract:

\$12,900 per day for each day following the 849th calendar day,

\$29,300 per day for each day following the 879th calendar day with no maximum payment.

Liquidated Damages Terms and Conditions

Liquidated damage provisions shall apply to all circumstances in which the Engineer does not verify in writing that the pertinent Contract work has been completed by the Milestone Completion Dates listed above. If the Contractor does not complete the pertinent work on or before the applicable Milestone Dates, the Department will deduct from monies otherwise owed to the Contractor the pertinent “Liquidated Damages Daily Amount” listed above for each calendar day that it takes the Contractor to complete said work beyond the Milestone Date.

NOTICE TO CONTRACTOR - NON DISCRIMINATION REQUIREMENT

Non Discrimination Requirement (pursuant to section 4a-60 and 4a-60a of the Connecticut General Statutes, as revised): References to “minority business enterprises” in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and “contract” include any extension or modification of the Contract or contract;
- iii. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
- iv. “gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. “good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. “public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or

repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (b) (1) 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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, 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; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) 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 the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) 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; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) 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 which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.”

The Nondiscrimination Certifications can be found at the Office of Policy and Management website.

<http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928>

SECTION 1.08 - PROSECUTION AND PROGRESS

Article 1.08.01 – Transfer of Work or Contract: *Add the following after the last paragraph:*

The Contractor shall pay the subcontractor for work performed within thirty (30) days after the Contractor receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all the subcontractor's work.

For the purpose of this Item, satisfactory completion shall have been accomplished when:

- (1) The subcontractor has fulfilled the contract requirements of both the Department and the subcontract for the subcontracted work, including the completion of any specified material and equipment testing requirement or plant establishment period and the submission of all submittals (i.e.: certified payrolls, material samples and certifications, required state and federal submissions, etc.) required by the specifications and the Department, and
- (2) The work done by the subcontractor has been inspected and approved by the Department and the final quantities of the subcontractor's work have been determined and agreed upon.

If the Contractor determines that a subcontractor's work is not complete, the Contractor shall notify the subcontractor and the Engineer, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Engineer within twenty-one (21) days of the subcontractor's request for release of retainage.

The Engineer will institute administrative procedures to expedite the determination of final quantities for the subcontractor's satisfactorily completed work.

The inspection and approval of a subcontractor's work does not eliminate the Contractor's responsibilities for all the work as defined in Article 1.07.12, "Contractor's Responsibility for Work."

The inspection and approval of the subcontractor's work does not release the subcontractor from its responsibility for maintenance and other periods of subcontractor responsibility specified for the subcontractor's items of work. Failure of a subcontractor to meet its maintenance, warranty and/or defective work responsibilities may result in a finding that the subcontractor is non-responsible on future subcontract assignments.

For any dispute regarding prompt payment or release of retainage, the alternate dispute resolution provisions of this article shall apply.

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

Failure of the Contractor to comply with the provisions of this section may result in a finding that the Contractor is non-responsible on future projects.

Article 1.08.04 – Limitations of Operations – Add the following:

TIME RESTRICTIONS

In order to provide for traffic operations as outlined in the Special Provision "Maintenance and Protection of Traffic," the Contractor will not be permitted to perform any work that will interfere with existing traffic operations on all project roadways as follows:

On the following State observed Legal Holidays:

New Year's Day
Good Friday, Easter*
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day**
Christmas Day

The following restrictions also apply:

On the day before and the day after any of the above Legal Holidays.

On the Friday, Saturday and Sunday immediately preceding any of the above Holidays celebrated on a Monday.

On the Saturday, Sunday and Monday immediately following any of the above Holidays celebrated on a Friday.

* From 6:00 p.m. the Thursday before the Holiday to 8:00 p.m. the Monday after the Holiday.

** From 6:00 a.m. the Wednesday before the Holiday to 8:00 p.m. the Monday after the Holiday.

ROUTE 72

The Contractor will not be allowed to perform any work that will interfere with the existing number of lanes of traffic, including turning lanes, on:

Monday through Friday between 6:00 a.m. and 8:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

The Contractor will be allowed to close one lane of through traffic (maintain two through lanes) in each direction on:

Monday through Friday between 8:00 p.m. and 10:00 p.m.

The Contractor will be allowed to close two lanes of through traffic (maintain one through lane) in each direction on:

Monday through Friday between 10:00 p.m. and 6:00 a.m.

During ramp and shoulder construction, the existing numbers of lanes are considered to be as shown on the Maintenance and Protection of Traffic Plans contained in the Contract Plans.

ROUTE 9

The Contractor will not be allowed to perform any work that will interfere with the existing number of lanes of traffic, including turning lanes, on:

Monday through Friday between 6:00 a.m. and 8:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

The Contractor will be allowed to close one lane of through traffic (maintain one through lane) in each direction on:

Monday through Friday between 8:00 p.m. and 6:00 a.m.
Saturday and Sunday between 9:00 p.m. and 10:00 a.m.

During ramp construction, the existing numbers of lanes are considered to be as shown on the Maintenance and Protection of Traffic Plans contained in the Contract Plans.

The Contractor will be allowed to halt traffic for a period not to exceed ten (10) minutes to perform necessary work for the erection and setting of structural steel, for removal of existing bridge superstructures as approved by the Engineer, from 10:00 p.m. to 5:00 a.m. the following morning on all non-Holiday days.

RAMPS AND TURNING ROADWAYS

During ramp construction, the existing numbers of lanes are considered to be as shown on the Maintenance and Protection of Traffic Plans contained in the Contract Plans.

The Contractor shall be allowed to halt traffic for a period not to exceed ten (10) minutes to perform necessary work as approved by the Engineer from 10:00 p.m. to 5:00 a.m. on all non-holiday days.

Excepted therefrom will be those periods during the allowable periods when the Contractor is actively engaged in the removal/installation of structural steel at which time the Contractor will be allowed to halt traffic on Route 71 and its turning roadways to Route 9 for a period of time

not to exceed ten minutes. The Contractor shall allow all stopped vehicles to proceed through the work area before halting traffic for another ten minute period.

Excepted therefrom shall be those times when the Chestnut Street Ramp is closed to traffic, which shall only be allowed between the hours of 8:00 p.m. Friday and 6:00 a.m. Monday.

ALL OTHER ROADWAYS

The Contractor will not be allowed to perform any work that will interfere with the existing number of lanes of traffic, including turning lanes, on:

Monday through Friday between 6:00 a.m. and 8:00 p.m.
Saturday and Sunday between 10:00 a.m. and 9:00 p.m.

The Contractor will be allowed to close one lane of through traffic in each direction on:

Monday through Friday between 8:00 p.m. and 6:00 a.m.
Saturday and Sunday between 9:00 p.m. and 10:00 a.m.

The Contractor shall be allowed to halt traffic for a period not to exceed ten (10) minutes to perform necessary work as approved by the Engineer from 10:00 p.m. to 5:00 a.m. on all non-holiday days.

During roadway construction, the existing numbers of lanes are considered to be as shown on the Maintenance and Protection of Traffic Plans contained in the Contract Plans.

PAVEMENT RECONSTRUCTION

The Contractor shall schedule the operations so that pavement milling and/or repaving operations shall be full width across the roadway section by the end of a workday/work night.

Where milling of pavement is called for on the plans, mill the entire roadway, curb to curb, to the depth as required to achieve final grades. Proceed from the inside to the outside lanes.

Traffic is not to be allowed on Superpave 1.5 inch at any time. The Contractor shall place a lift of Superpave 0.5 inch prior to opening any roadway to traffic.

The Contractor shall perform the milling of the existing pavement, and the installation of the new Superpave pavement in accordance with the Special Provisions as contained elsewhere in the contract documents.

It is recommended that the Contractor utilize the various lane closures that will be required for the above work to perform other incidental work whenever possible.

LANE CLOSURE RESTRICTIONS

It is anticipated that work on adjacent projects may be ongoing simultaneously with this project. The Contractor shall be aware of those projects so that coordination is maintained for proper traffic flow at all times on all project roadways and this coordination is acceptable to the Engineer.

The Contractor will not be allowed to perform any work that will interfere with existing traffic operations on an expressway when any other Contractor is restricting existing traffic operations on that expressway within one mile of a lane closure on this project unless the Contractors have coordinated the closure and this coordination is acceptable to the Engineer.

The Contractor will not be allowed to close a lane if a Contractor working on an adjacent project has the opposite lane closed unless there is at least a one mile clear area length where the entire roadway is open to traffic, measured from the end of the first work area to the beginning of the signing pattern for the next work area.

CONSTRUCTION PHASES

The project shall be constructed in various phases in order to maintain traffic during construction.

The Contractor shall coordinate his work with all other contractors in the area and submit a revised sequence for the review and approval of the Engineer.

CONTROL POINTS

For roadways where the existing pavement markings are to be re-established in their original locations, the Contractor shall establish control points from the existing pavement markings in accordance with Section 9.08 "Construction Staking". This work will be paid for under Item No. 980001 "Construction Staking"

SIGNALIZATION REQUIREMENTS

The Contractor shall maintain traffic signalization at all times through the use of existing, temporary signalization, new traffic signals or a combination thereof. Loop detectors disturbed by milling operations shall be made operational within 24 hours of the termination of the existing loop detectors.

SIGNING REQUIREMENTS

The Contractor shall maintain all existing highway signing through the use of existing, temporary, new or relocated signs.

Article 1.08.07 - Determination of Contract Time:

Delete the second, third and fourth paragraphs and replace them with the following:

When the contract time is on a calendar day basis, it shall be the number of consecutive calendar days stated in the contract, INCLUDING the time period from December 1 through March 31 of each year. The contract time will begin on the effective date of the Engineer's order to commence work, and it will be computed on a consecutive day basis, including all Saturdays, Sundays, Holidays, and non-work days.

1.08.08 - Extension of Time:

Delete the last paragraph, "If an approved extension of time.... the following April 1".

Article 1.08.09 - Failure to Complete Work on Time:

Delete the second paragraph, "If the last day...the project is substantially completed" and replace it with "Liquidated damages as specified in the Contract shall be assessed against the Contractor per calendar day from that day until the date on which the project is substantially completed."

Replace 1.08.13 – “Termination of the Contractor's Responsibility” with the following:

1.08.13 - Acceptance of Work and Termination of the Contractor's Responsibility:

The Contractor's responsibility for non-administrative Project work will be considered terminated when the final inspection has been held, any required additional work and final cleaning-up have been completed, all final operation and maintenance manuals have been submitted, and all of the Contractor's equipment and construction signs have been removed from the Project site. When these requirements have been met to the satisfaction of the Engineer, the Commissioner will accept the work by certifying in writing to the Contractor, that the non-administrative Project work has been satisfactorily completed.