

**SUPPLEMENTAL CONDITIONS**1. **PROJECT SITE**

The project site for the work is the Legislative Office Building (L.O.B.) Parking Garage, Hartford, Connecticut.

2. **STATEMENT OF WORK**

The work for this project includes, but is not limited to: shallow-depth concrete repair/application of healer/sealer with epoxy overlay, shear connector repairs, column-ledger beam connection repairs, miscellaneous vertical/overhead concrete repairs and curb repairs, miscellaneous full-depth tee flange repairs, miscellaneous crack & cove joint repair, miscellaneous traffic bearing membrane repair/re-coat, miscellaneous expansion joint replacement, façade sealant installation/replacement, installation of flashing along the sides of the ramp, replacement of designated granite panels, together with all incidental work thereto and in accordance with the Contract Documents.

3. **PARKING SPACE RESTRICTIONS**

The Contractor shall schedule and arrange his work to minimize the number of parking spaces disturbed and/or taken out of service (including those required for traffic control), at any given time. The number of parking spaces allowed to be disturbed and/or taken out of service for construction activities is limited, and must be coordinated with the Connecticut General Assembly (CGA) in advance. The following limits apply:

- A. From the first Wednesday after the first Monday of January through the first Wednesday after the first Monday of June, a maximum of 25 spaces may be taken out of service.
- B. Following the first Wednesday after the first Monday of June, additional spaces shall be allocated to the Contractor as directed by the CGA.

Once disturbed and/or taken out of service, the affected parking spaces shall be made fully operational by the Contractor prior to his disturbing and/or taking out of service any other spaces. The Contractor is to coordinate all disruption of parking space activities with the CGA.

The Contractor shall post signs suitably in advance identifying parking areas to be taken out of service for construction activities. The Contractor shall coordinate with the CGA the relocation of any vehicles in the proposed work area.

#### 4. WORK HOURS AND RELATED RESTRICTIONS

The Contractor's construction activities have certain work hour restrictions, as follows:

- A. Contractor shall comply with all applicable noise ordinances.
- B. Work performed that may impact parking operations, traffic flow, pedestrian access or the use of tenant spaces must be performed at only those times that minimize such impact. Work shall be properly coordinated with the CGA and affected parties as applicable.

#### 5. TRAFFIC CONTROL PLAN

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Traffic Control Plan. This plan should show:

- A. The proposed dates of starting and completing each of the various phases of the work.
- B. The vehicular and pedestrian traffic flow during construction, both external and internal to the Project Area.
- C. Barricades, signs, markings and other traffic control devices to be used for the maintenance and protection of vehicular and pedestrian traffic, both external and internal to the Project Area.

The Contractor's special attention is called to the fact that the Project Site will be in active use while the Work is in progress and the Traffic Control Plan must address this condition.

The Contractor shall provide maximum vehicular and pedestrian mobility through and/or in the vicinity of the Project Area.

All traffic control devices shall be in compliance with the latest edition of the Manual on Uniform Traffic Control Devices.

All costs associated with the Traffic Control Plan are to be borne by the Contractor and are considered to be included in the Contract Price.

Contractor shall follow the instructions and requested modifications to the traffic control plan issued by the CGA's State Police Department during each phase of the work.

6. CONTRACTOR'S COMPANY VEHICLE PARKING

Parking is limited at the Project Site. Contractor's company work vehicles (no employee vehicles) will be allowed at the Project Site only at designated locations. The Contractor must provide the CGA with a list of employees parking at the site, and all Contractor parking is at the Contractor's own risk. Violators parking in unauthorized areas are subject to having their vehicle towed at their expense. Contractor parking is a privilege subject to suspension if abuses are detected.

7. SEQUENCE OF OPERATIONS

- A. As soon as practicable (not more than 10 days) after the award of the contract, the Contractor, shall furnish progress charts to the Engineer and Architect. Contractor will revise charts as work progress deviates from chart schedule or when requested by Engineer.
- B. Due to budgetary constraints, following approval of the budget and provision of authorization to the Contractor to commence work (reference Section 8, "Time for Commencement and Completion"), Contractor shall review sequencing of the intended work with the Connecticut General Assembly and the Engineer prior to start of work. Certain sequencing of work may be adjusted based upon the available funding and potential prioritization of the work.
- C. The Contractor shall, at all times, employ sufficient labor and equipment to facilitate the Work and to insure that the project is completed on or before the time specified in Section 8, "Time for Commencement and Completion."
- D. All work is to be coordinated in advance with the Assembly so as to not disrupt or conflict with operations of the L.O.B. Parking Garage.
- E. The Contractor shall take measurements in the field to verify or supplement all grades, lines, levels and dimensions as indicated on drawings and shall be responsible for accurate fit of specified work. Contractor shall report any errors or inconsistencies discovered in the above to the Engineer before commencing work.
- F. The Contractor shall obtain and pay for all permits, licenses, certificates, inspections or other legal fees both permanent or temporary which are required for the execution of the contract.
- G. The Contractor shall coordinate its work with that of any other Contractor's on-site.

8. TIME FOR COMMENCEMENT AND COMPLETION

The Contractor shall begin work under this Contract within ten (10) days from the date of the "Notice to Proceed" issued for the project and shall substantially complete all construction of the entire project prior to November 30, 2016 .

9. EXTRA WORK

All extra work, not otherwise included in the contract, as requested and properly authorized by CGA and subsequently performed by the Contractor, will be paid as actual cost plus fifteen percent (15%) for overhead and profit, following provision of appropriate invoices and other applicable support documentation requested by CGA. Extra work performed by a subcontractor will be paid as actual cost plus fifteen percent (15%) to the subcontractor and five percent (5 %) to the General Contractor.

10. TEMPORARY ELECTRIC LIGHT AND POWER

- A. The Contractor shall provide and pay all costs connected with the furnishing of adequate light and power during construction, including that for power tools, equipment, appliances, barricades, storage sheds, etc.
- B. The Contractor shall furnish all temporary power sources, wiring, meters, transformers, fixtures, extension cords, lamps, etc., and shall remove them upon completion. All temporary light and power shall be in accordance with code requirements.
- C. The Contractor may use the electrical power supplied to the facility for the Contractor's operations, free-of-charge.

11. CONTRACTOR'S OFFICE AT THE PROJECT SITE

The Contractor need not maintain an office at the Project site. CGA requires that the Contractor have a FAX telephone number where the Assembly can send communications as well as the Contractor must provide a pager number or portable phone number at which the Contractor can be reached at all times.

12. STORAGE SPACE

Due to limited on-site storage availability, the Contractor shall confine his on-site storage to such area(s) as may be authorized in writing by CGA, and such storage, if taking up any parking spaces, must come out of the parking space allotment per Section 303. Elevators and similar features used for transporting construction materials must be properly protected from damage as approved by the Assembly.

13. GUARANTEES

Work guaranteed for a period greater than one year shall have a written guarantee. The guarantee will be as described in the related specification section governing that work or elsewhere in the specification. The guarantee shall be submitted prior to final payment for the project. Unless otherwise noted all repair work shall be guaranteed free from defects in material and workmanship for a period of five years from the date of final completion.

14. PROTECTION/SAFETY MEASURES

- A. Caution shall be exercised by the Contractor at all times for the protection of persons and property and all safety regulations and other provisions of applicable Federal, State and local laws, Building and Construction codes, including the requirements of the Occupational Safety and Health Administration shall be observed.
- B. The drawings do not include standards or guidelines for construction safety. The Contractor shall be responsible for the adequacy and safety of all construction methods and the safe prosecution of the Work, including but not limited to forms, false-work, scaffolding, protective barricades, and protective rails. It is expressly stipulated that any examination and/or approval by the Engineer of the Contractor's plans for such items as well as for any other items needed for the prosecution of the work will cover only general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Contractor shall assume full and complete responsibility for safe prosecution of the Work at all times and for obtaining satisfactory results,
- C. During the course of the performance of the Work under the Contract, if any operation, practice, or condition is deemed by the Engineer to be unsafe, the Contractor, when notified verbally and later confirmed in writing by the Engineer, shall take such corrective action immediately as appropriate.
- D. Nothing in the contract documents shall be construed as relieving the Contractor from full responsibility of safe prosecution of the Work at all times. In the event the Owner, the Engineer or his representative are held by court of administrative body to be liable for personal injuries or damages to property arising from deficiencies in the job-site safety, the Contractor shall promptly indemnify and hold them harmless.
- E. Extreme safety measures need to be taken during construction due to the continuous operation of the L.O.B. Parking Garage and the elevated scaffold/ladder work areas inside and outside of the building that may be needed to complete this project.

- F. The delivery and setup of scaffolding and cranes will be coordinated in advance with the Owner and Architect/Engineer as not to interfere or endanger any persons or property inside or outside of building. Scaffolding and cranes will be setup and operated by qualified personnel only. All personnel using scaffolding, cranes and ladders will do so by OSHA standards.
- G. Demolished material is to be contained and secured at the damaged area and brought to ground level as soon as possible to avoid debris falling on pedestrians below.
- H. Install tarps/nets below work area on scaffolding/cranes/ladder to catch any falling debris.
- I. Dust and dirt resulting from demolition and removal shall be controlled by erecting dust-proof partitions or barriers and hanging dust cloths to contain/collect the dust. The Contractor is responsible for preventing the spread of construction dirt and debris into all areas of operation in and outside of the building. Contractor will wet the debris and other materials or use other approved method's to prevent the spread of dust to occupied portions of the building and site. Use of water will not be permitted when it will result in a hazardous condition such as slippery floors, flooding, or pollution.
- J. Any refinishing on inside of building to wood or metal that requires sanding will require that the area to be partitioned off and an air-filtering device installed inside partition to absorb all dust created from sanding. Cover any adjacent existing HVAC return grills and smoke detectors prior to sanding or using volatile cleaning/finishing products.
- K. Any debris/dust that collects on ground level that poses a tripping-slipping hazard shall be removed immediately.
- L. Contain all plaster and paint chips at the level that it is being scraped at. Store in a container with a cover so that if it is dropped the contents won't spill out if knocked over. Secure container to crane or scaffolding so that it won't fall to ground level.
- M. Entrances to building, tenant spaces, public areas as well as all walkways, pathways, travelways etc. will be kept clear and have adequate overhead protection from falling debris. If an entrance or travelway has to be closed, the Contractor will provide barriers and signage directing people to next entrance or alternate travelway. Should handicap parking or access ways be impacted during construction, the Contractor shall take care to coordinate relocating the parking or providing alternative handicap travelways prior to closure.

- N. The Contractor shall at all times provide protection against the weather so as to maintain their work, materials, apparatus and fixtures free from injury or damage. At the end of the days work all new work likely to be damaged shall be covered.
- O. Any work damaged by failure to provide above protection shall be removed and replaced with new work at the Contractor's expense.
- P. The Contractor shall pay the cost of repair or replacement from theft or damage to existing equipment, material or work due to negligence by the Contractor in securing the project site and adjacent areas affected by the Contractor's operations.

15. REMOVAL AND SALVAGE OF MATERIAL

The existing items that will be removed in the L.O.B. Parking Garage are the property of CGA and shall be salvaged from the garage unless otherwise directed by CGA. CGA retains the right of first refusal for all salvaged items. All salvaged items that will not be reinstalled in the garage must be delivered and stored to CGA at L.O.B. Parking Garage, or other location in Hartford as directed by CGA, if the Assembly elects to retain or legally disposed of by the Contractor. Items to be reinstalled are identified on Drawings, or as directed by CGA through the Engineer.

Once these items are removed, the Contractor must protect them from theft, damage, or vandalism prior to delivery. If CGA does not want a portion of the surplus or salvage material, that portion shall become the property of the Contractor to be disposed of by him after having been so directed in writing by CGA.

There shall be no separate payment to the Contractor for all this work, but the cost shall be considered as included in the Total Contract Price as part of applicable line items.

**END OF SUPPLEMENTAL CONDITIONS**