SECTION 1.05 - CONTROL OF THE WORK

Delete Article 1.05.02 and replace with the following:

1.05.02—Working Drawings, Shop Drawings and Product Data:

1. General: The plans prepared by the Department show details necessary to give a comprehensive idea of the construction contemplated under the contract. The plans will generally show the location, character, dimensions, and details necessary to complete the Project. If the plans prepared by the Department do not show complete details, they will show the necessary dimensions and preliminary details, which when used along with the other Contract documents, will enable the Contractor to prepare working drawings, shop drawings or product data necessary to complete the Contract work.

When required by the Contract, or when ordered to do so by the Engineer, the Contractor shall prepare and submit working drawings, shop drawings and product data to the Department for review.

The Contractor shall submit working drawings, shop drawings and Product Data sufficiently in advance of the proposed use to allow the Department their review and any necessary revisions, without delay to the project.

The Department shall be allowed 30 calendar days, starting from acknowledging receipt, to perform a submittal review and an additional 20 days to processes any necessary revisions. An extension of Contract time will not be authorized for failure to comply with this provision.

The furnishing of the shop drawings, working drawings and product data shall not serve to relieve the Contractor of any part of its responsibility for the safety or the successful completion of the Contract work.

The Contractor is required to prepare working drawings, shop drawings and product data as Portable Document Format (PDF) files. The Contractor is also required to acquire, maintain access and use the Department's document management system for delivery. PDF format, delivery processes and tracking procedures shall be in accordance with this specification and the Contractor's Digital Submission Manual (CDSM)

There will be no direct payment for developing and delivering any working drawings, procedures or supporting calculations, shop drawings or product data and making them available in the specified format through the Department's data management system portal, but the cost thereof shall be considered as included in the general cost of the work.

2. Working Drawings

Refer to Section 1.05.02.1 General for submission protocol, review time frames and for this work being included in the general cost.

The Contractor shall supply to the Assistant District Engineer a certificate of insurance in accordance with Article 1.03.07 at the time that the working drawings for the project are submitted.

The Contractor's designer, who prepares the working drawings, shall secure and maintain at no direct cost to the State a Professional Liability Insurance Policy for errors and omissions in the minimum amount of $2,000,000 per error or omission. The Contractor's designer may elect to obtain a policy containing a maximum $250,000 deductible clause, but if they obtain a policy containing such a clause, they shall be liable to the extent of at least the deductible amount. The Contractor's designer shall obtain the appropriate and proper endorsement of its Professional Liability Policy to cover the indemnification clause in this Contract, as the same relates to negligent acts, errors or omissions in the Project work performed by them. The Contractor's designer shall continue this liability insurance coverage for a period of (1) 3 years from the date of acceptance of the work by the Engineer, as evidenced by a State of Connecticut, Department of Transportation Form Number CON-500, entitled "Certificate of Acceptance of Work," issued to the Contractor; or (2) 3 years after the termination of the Contract, whichever is earlier, subject to the continued commercial availability of such insurance. The Contractor shall supply the Assistant District Engineer a certificate of insurance in accordance with Article 1.03.07 at the time that the working drawings for the Project are submitted.

3. Shop Drawings:

Refer to Section 1.05.02.1 General for submission protocol, review time frames and for this work being included in the general cost.

4. Product Data:

Refer to Section 1.05.02.1 General for submission protocol, review time frames and for this work being included in the general cost.

The Contractor shall submit the product data in a single submittal for each element of construction. Each submittal shall be clearly marked to show applicable choices or options.

5. Actions Stamps: The Designer or Engineer will stamp each submittal with one of the following action stamps to indicate the conclusion of the review.

(a) If submittals are stamped "No Exceptions Noted" the Designer or the Engineer has not observed any statement or feature that appears to deviate from the Contract requirements. This disposition is contingent on being able to execute any manufacturers' written warranty in compliance with the Contract provisions. The Contractor may proceed with the work covered in in the submittal.

(b) If submittals are stamped "Exceptions as Noted" the considerations or changes noted by the Designer or Engineer are necessary in order for the submittal to comply with the Contract requirements. The Contractor shall review the required changes and inform the Designer or the Engineer if the changes violate a provision of the Contract or would lessen any warranties.

(c) If submittals are marked "Revise and Resubmit" the Designer or the Engineer has discovered, and has identified and noted on the submittal, one or more statements or features of it that appear to deviate from Contract requirements. The Contractor shall revise the relevant submittals in accordance with the notes regarding apparent deviations and shall resubmit the subject submittal(s) for another review. The Department may take such additional time to review such resubmissions as provided in Section 1.05.02.1 General.

(d) If submittals are "Rejected" the Designer or Engineer has identified and noted one or more statements or features of the submittal that deviate from Contract requirements. The Contractor shall revise the relevant submittals in accordance with the notes regarding apparent deviations and shall resubmit the subject submittal(s) for another review. The Department may take such additional time to review such resubmissions as provided Section 1.05.02.1 General.

The Contractor shall not proceed with the part of the Contract work covered by a submittal until a submittal is marked "No Exceptions Noted" or "Exceptions as Noted." The Contractor shall retain sole responsibility for compliance with all Contract requirements.

The furnishing of shop drawings, working drawings or product data, any comments or suggestions by the Designer or Engineer concerning working drawings, shop drawings or product data, shall not relieve the Contractor of any of its responsibility for claims by the State or by third parties, as per Article 1.07.10.

Article 1.05.04 – Coordination of Special Provisions, Plans, Supplemental Specifications and Standard Specifications and Other contract Requirements:

Add the following after the first sentence in the second paragraph:

"Dimensions calculated by applying a scale to graphic representations shall not be considered reliable for the purposes of ordering materials or construction project elements."