

**CONNECTICUT
SUPPLEMENTAL SPECIFICATION
SECTION 1.09
MEASUREMENT AND PAYMENT**

Article 1.09.02 -- Value Engineering Incentive:

Under Conditions, delete the paragraph numbered 8 and replace with the following:

8. In order for the Department to consider such a proposal, the savings likely to be generated by the proposal must be sufficient, in the sole judgement of the Department, to warrant its review and processing by the Department. All costs resulting from such review or processing will be borne by the Department. Before any Value Engineering proposal will be considered by the Department, the Department must determine, in its sole judgement, that implementation of the proposal would result in a total contract savings of more than \$200,000, reflecting a savings of at least \$100,000 for the Department. The Department will not consider any Value Engineering proposal that would require an increase in contract days.

Under Conditions, delete the paragraph numbered 13 in its entirety and renumber the existing paragraph numbered 14 to 13. Paragraph numbered 13 should read as, "Savings not specifically . . . Value Engineering Proposal."

Under Payment, add the following as the paragraph numbered 5:

5. Any cost savings not identified in the Value Engineering proposal prior to acceptance will not be eligible for reimbursement.

Article 1.09.04 - Extra and Cost-Plus Work:

Add the following sentence to the only paragraph under (b) Specialized Work:

Prior to performing such specialized work, the Contractor shall obtain and submit to the Engineer a minimum of three price quotes for the work, if requested by the Engineer.

Article 1.09.05 - Eliminated Items:

In the first sentence after "Should any items", delete "contained in the proposal" and replace with ", or portion of work contained in a lump sum item,".

In the first sentence after ". . . eliminate such items", insert "or portion of work".

Delete the second sentence and replace with the following:

Such action shall in no way invalidate the Contract; and no allowance for any items, or portion of work contained in a lump sum item so eliminated, will be made in making final payment to the Contractor, except for such actual work as may have been done on the items, or portion of work contained in a lump sum item, and such related material as may have been purchased prior to the Engineer's notice to the Contractor that the items, or portion of work contained in a lump sum item, had been eliminated.

In the third sentence, after "given item", insert ", or portion of work contained in the lump sum item,".

In the last sentence, after "elimination of the item", insert ", or portion of work contained in a lump sum item."

Article 1.09.06 - Partial Payments

In Subarticle A --- Monthly and Semi-monthly Estimates, Section (1), add the following after the first sentence:

The Contractor shall submit to the Engineer for verification a monthly payment requisition documenting the value of work performed in accordance with the Contract during the previous month.

Subarticle 1.09.06--B -- Payment of Materials Delivered at the Site:

Delete the entire subarticle, including the title and replace with the following:

B--Payment for Stored Materials: Non-perishable materials which meet specifications requirements, specifically produced or purchased for incorporation into the Project, and delivered at the site or at such location as the Engineer may approve, but not incorporated in the work, may be included in current estimates at such fraction of the Contract unit price or lump sum price, as the Engineer may consider to represent a fair value for the material when such materials have been paid for by the Contractor as shown by receipted bills, or in lieu of such receipted bill or bills, a duly executed Certification of Title executed by the Contractor and the Vendor in the form approved by the Department. When partial payment is made for stored materials, such materials shall become the property of the State; but such payment shall in no way release the Contractor from its responsibility for the condition, protection and, in case of loss, replacement of such materials, or from any liability resulting in any manner from the presence of such materials wherever they may be stored or kept. All materials shall be stored in accordance with Article 1.06.03 and in accordance with the manufacturer's recommendations. Material test approval shall be required prior to payment for the materials.

Offsite storage may be approved by the Engineer provided the materials proposed are segregated from other materials, clearly labeled as being owned by the Department for use on the identified Project, and otherwise meet the requirements of Article 1.06.03 and are in accordance with the manufacturer's recommendations. All materials must be readily available for inventory and inspection by the Engineer. Storage outside of the State of Connecticut will be considered only when a representative of the Department is able to verify that the above requirements have been satisfied.

For items requiring extended fabrication, manufacturing or assembly time the Contractor may propose a schedule of values for the material costs for the Engineer's review and approval. The approved schedule of values shall become the Basis of Payment for the stored materials provided all other requirements of the specifications have been satisfied.

Generic materials having a use on many projects will be considered for payment only if in unopened packaging or in large lots. Stock and Raw materials will not be considered for payment without prior written consent of the Engineer.

In no case shall material payments exceed the Contract unit price or lump sum price less the actual value of delivery and installation of the materials. The Engineer reserves the right to adjust the price paid for the material in these instances. Such reductions in payment shall in no way affect the Department's ownership interest in the stored materials.