

**SECTION 1.03  
AWARD AND EXECUTION OF CONTRACT**

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**1.03.01—Consideration of Bids:** See Article 1.02.01.

**1.03.02—Award and Execution of Contract:** Except as otherwise authorized by the Commissioner, all contracts will be awarded and executed in accordance with the order of the Commissioner. The award, if made, will be made within 60 days after the opening of the proposals unless otherwise agreed upon by the Commissioner, the successful bidder, and the surety. The successful bidder, upon receipt of notice from the Department that the contract is ready for execution, shall, at the time and place designated in said notice, be present in person or be represented by an official legally authorized to sign the Contract, and shall there and then sign the necessary Project contract with the State. No proposal shall be considered binding upon the State until the proper execution of the Contract by both parties.

**1.03.03—Return of Proposal Guaranty:** All proposal guaranties will be returned within 3 calendar days following the award of the Contract. Ten calendar days after the opening of the proposals, all guaranties, except those of the 3 lowest bidders, will be returned. Should no award be made within 60 calendar days after the opening of proposals, the Commissioner may reject all proposals and return the proposal guaranties, except that with the approval of the lowest bidder and its surety, the Commissioner may extend the time for the award and may retain the proposal and proposal guaranty of the lowest bidder for said extended time, or for any other period of time agreed upon by the Commissioner, bidder and surety.

**1.03.04—Requirements of Performance Contract Bond and Payment Bond:** See Article 1.02.01.

In conformance with Section 49-41a of the Connecticut General Statutes, as revised, the Contractor (1) shall, within 30 days after any given Contract payment to the Contractor by the State, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when charges for such labor or materials have been included in a payment estimate paid by the State; (2) and shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors on the Project, whether for labor performed or materials furnished, within 30 days after such subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such subcontractor for the Project.

If the Contractor believes that it has a valid reason for withholding payment for particular work or materials from a subcontractor or supplier, then the Contractor, within 30 days of receiving payment from the State for that work or materials, shall notify the subcontractor or supplier and the Department of its reasons for withholding payment.

**1.03.05—Vacant**

**1.03.06—Failure to Execute Contract:** See Article 1.02.01.

**1.03.07--Insurance:**

**Coverage shall be on a primary basis.**

The Contractor shall carry and maintain at all times during the term of the Contract the insurance coverages required by this Article and any additional coverages(s) or higher minimum insurance coverage amount(s) required by the Special Provisions of the Contract.

If the Project includes work on or adjacent to railroad property additional insurance may be required as specified by the railroad. Please refer to the Special Provisions for any additional insurance requirements by the railroad.

**1. Worker's Compensation Insurance:** With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Workers' Compensation insurance as required by the laws of the State of Connecticut.

Employer's Liability insurance shall be provided in amounts not less than \$100,000 per accident for bodily injury by accident; \$100,000 policy limit by disease and \$100,000 per employee for bodily injury by disease. Each Workers' Compensation policy shall contain the U.S. Longshoreman's and Harbor Workers'

Act endorsement when work is to be performed over or adjacent to navigable water.

**2. Commercial General Liability Insurance:** With respect to the operations the Contractor performs and also those performed for it by subcontractors, the Contractor shall carry, and require each subcontractor to carry, Commercial General Liability insurance, including Contractual Liability, Products and Completed Operations, Broad Form Property Damage and Independent Contractors.

Products and completed operations insurance for ongoing and completed operations shall be maintained for a period of one (1) year after the acceptance of the project by the Department in accordance with Article 1.08.14. See chart below for applicable minimum coverage amounts.

Contract Amount (\$)	Minimum Single Occurrence Amount (\$)	Minimum Annual Aggregate Amount (\$)
0-2,000,000	1,000,000	2,000,000
>2,000,001-10,000,000	2,000,000	4,000,000
>10,000,000	4,000,000	8,000,000

If underground work is to be undertaken, each policy shall have coverage for and exclusions removed for "Explosion, Collapse and Underground" ("XCU").

**3. Automobile Liability Insurance:** The Contractor shall obtain automobile liability insurance covering the operation of all motor vehicles, including those hired or borrowed, that are used in connection with the Project for all damages arising out of: (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property; in any one accident or occurrence. This policy shall not be subject to an annual aggregate limitation. See chart above for applicable minimum coverage amounts.

**4. Owner's and Contractor's Protective Liability Insurance for and in the Name of the State:** With respect to the Contractor's Project operations and also those of its subcontractors, the Contractor shall carry, for and on behalf of the State for each accident or occurrence resulting in damages from (1) bodily injury to or death of persons and/or (2) injury to or destruction of property. See chart below for applicable minimum coverage amounts.

Contract Amount (\$)	Minimum Single Occurrence Amount (\$)	Minimum Annual Aggregate Amount (\$)
0 - 20 Million	1,000,000	1,000,000
20 Million - 50 Million	2,000,000	2,000,000
> 50 Million	4,000,000	4,000,000

**5. Railroad Protective Liability Insurance:** When the Contract involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to Project operations and also those of its subcontractors, the Contractor shall carry, and require each subcontractor to carry, Railroad Protective Liability Insurance providing coverage of at least \$2,000,000 for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least \$6,000,000 for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, and (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, and with the State, if not falling within any of the above-listed categories, also named as an insured party.

**6. Blasting:** When explosives are to be used in the Project, the Commercial General Liability insurance policy shall include XCU coverage, in the same limits as the per occurrence policy limits.

**7. Protection and Indemnity Insurance for Marine Construction Operations in Navigable Waters:** If a vessel of any kind will be involved in Project work, the Contractor shall obtain the following additional insurance coverage:

**A.** Protection and Indemnity Coverage of at least \$300,000 per vessel or equal to at least the value of hull and machinery, whichever is greater.

**B.** If there is any limitation or exclusion with regard to crew and employees under the protection and indemnity form, the Contractor must obtain and keep in effect throughout the Project a workers' compensation policy, including coverage for operations under admiralty jurisdiction, with a limit of liability of at least \$300,000 per accident or a limit equal to at least the value of the hull and machinery, whichever is greater, or for any amount otherwise required by statute.

8. **Builder's Risk Insurance:** For Facilities construction projects, the Contractor shall maintain comprehensive replacement cost builder's risk (completed value) insurance providing coverage for the entire work at the Project site, including all fixtures, machinery and equipment, any heating, cooling and constituting a permanent part of the building and shall cover portions of work located away from the site, but intended for use at the site. If it is determined that all or a portion of the project is located within an area designated as a Special Flood Hazard Area, the Contractor shall maintain flood insurance (no less than \$10,000,000 sublimit). The State of Connecticut shall be named as Loss Payee. Equipment breakdown coverage may be sub limited to 50% of the project cost.

9. **Architects and Engineer's Professional Liability Insurance for Structural Engineer:** If required, limits will be specified in Article 1.03.07 of the Special Provisions of the Contract or Article 1.05.02.

10. **Umbrella Liability Insurance:** The Contractor may satisfy the minimum limits required for Commercial General Liability and Automobile Liability Insurance using Umbrella Liability Insurance. In the event that the Contractor obtains Umbrella Liability Insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the Umbrella Liability Insurance policy shall have an annual aggregate at a limit not less than twice the single occurrence and must specifically endorse the State of Connecticut as an additional insured. Specifically for Bridge Projects with a low bid equal to or higher than \$80,000,000, the Umbrella Liability Insurance policy must have a minimum limit of at least \$25,000,000.

11. **Certificate of Insurance:** Before the Contract is executed, the Contractor must provide to the Department a certificate of insurance acceptable to the Commissioner and executed by an insurance company or companies satisfactory to the State of Connecticut for the insurance coverage(s) required by this Article and the Special Provisions of the Contract. The Contractor shall maintain the required insurance coverage during the entire term of the Contract. The certificate of insurance must clearly include the name of the insured and identify the project for which it is being issued.

12. **Copies of Policies:** The Contractor shall provide, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policy that are proprietary. This provision shall survive the expiration or termination of the Contract.

13. **Sovereign Immunity:** The Contractor may not assert the defense of sovereign immunity in the adjustment of claims or in the defense of any claim or suit brought against the Contractor or the State, unless the State, in writing, requests that the Contractor do so or consents to its doing.

14. **Contractor Assumes Costs:** The Contractor shall assume and pay all costs and billings for premiums, deductibles, self-insured retentions and audit charges earned and payable under the required insurance.

15. **State Named as Additional Insured:** The State must be named as an additional insured party for the Commercial General Liability and Automobile Liability insurance policies required by this Article and the Special Provisions to the Contract, and any Umbrella Liability Insurance, as applicable, obtained in accordance with this Article. Each policy shall waive right of recovery (waiver of subrogation) against the State of Connecticut.

16. **Termination or Change of Insurance:**

A. The Contractor shall notify the Department of any cancellation of insurance carrier or change to the required insurance coverage by submitting a new insurance certificate to the Department immediately following said cancellation or change in required coverage.

B. It is the responsibility of the Contractor to maintain evidence of a current insurance coverage with the Department for the duration of contract. It is the responsibility of the Contractor to file with the Department all renewals and new certificates of insurance issued due to changes in policy terms or changes in insurance carriers prior to the expiration dates on the forms already on file with the Department.

17. **Duration of Coverage.** The Contractor shall keep all the required insurance in continuous effect until the date that the Department designates for the termination of the Contractor's responsibility, as defined by Article 1.08.14.

18. **Compensation:** There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to obtain and keep in effect any insurance or bonds in connection with the Project, but the cost thereof shall be considered included in the general cost of the Project work.

**1.03.08—Notice to Proceed and Commencement of Work:** The Contractor shall commence and proceed with the Contract work on the date specified in a written Notice to Proceed issued by the Engineer to the Contractor. The date specified will be no later than 45 calendar days after the date of the execution of the Contract by the Department, except that if the expiration of said 45 calendar days occurs during the

period between November 30 and April 1 of the following year, the Engineer may specify that the April 1 following said expiration shall be the date for the Contractor to proceed with the work.

If the Engineer does not issue a Notice to Proceed to the Contractor within the said 45 calendar days, the Contractor shall have the option of canceling the Contract and its payment and performance bonds for the Project. Any failure by the Department to issue a notice to proceed, or to issue one on a timely basis, shall not, however, constitute a breach of the Contract. Neither the Contractor nor any other party may use such a failure as a basis for any claim against the Department for damages.

The Contractor shall not begin physical Project construction prior to the date specified for same by the Engineer in the Notice to Proceed, except as may be otherwise authorized by the Engineer in writing.