







INVITATION TO BID
 (PROJECTS LESS THAN \$500,000)

BID DATE: AUG 7, 2020

SEALED BID FROM CONTRACTORS SHALL BE ADDRESS TO THE MILITARY DEPARTMENT FOR THE FOLLOWING PROJECT:

PROJECT TITLE	Hartford Armory Repairs - Bridge/Drill Shed
PROJECT NUMBER	20MIL21802
SPECIAL REQUIREMENTS	Face Coverings: When in public and a six-foot distance is unavoidable, face coverings are required to be worn. This does not apply to anyone for whom doing so would be contrary to their health because of a medical condition
COST ESTIMATE RANGE	\$350,000 - \$375,000
DATE PLANS AND SPEC READY	AUGUST 07, 2020 Online only at DAS website
PRE-BID CONFERENCE	Mandatory
PRE-BID CONFERENCE TIME	11:00AM
PRE-BID CONFERENCE DATE	AUGUST 12, 2020
PRE-BID CONFERENCE LOCATION	360 Broad Street, Hartford, CT
PRE-BID CONFERENCE REGISTRATION	Please send RSVP by 5:00PM August 11, 2020 to maria.morales@ct.gov
BID OPENING DATE	AUGUST 26, 2020 2:00PM
RECEIPT OF BID PACKAGE	Bids will be received at the State Military Department, Gov. Wm. A. O'Neill Armory, 360 Broad Street, Hartford UNTIL 2:00PM on the date shown above and thereafter publicly opened and read aloud. Allow sufficient time for parking limitations in area.
BID RESULTS	Bid results will be emailed approximately two days after bid opening date.
SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION	25%
MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION	6.25%
DATE CT MILITARY BEGAN PLANNING PROJECT	July 2019
Certifications and Affidavits to be submitted in writing with	<p>NEW: The following affidavits and certifications must be submitted in writing with the Bid Proposal:</p> <p>NOTE: Failure to submit these documents in writing with the Bid Proposal shall result in rejection of the bid.</p> <p>To access OPM Ethics Forms:</p>

the Bid Proposal :	<p>https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms#TOP</p> <p>To access A Guide for Agencies and Municipalities to Accessing Uploaded Affidavits and Nondiscrimination Forms</p> <p>https://portal.ct.gov/-/media/DAS/DAS-Procurement-Services/Contracting/Admin-Instructions.pdf?la=en</p> <p>Form 5. Consulting Agreement Affidavit</p> <p>Rev. 3/28/14  Adobe.pdf  Word.doc</p> <p>This affidavit accompanies a bid or proposal for the purchase of goods or services with a value of \$50,000 or more in a calendar or fiscal year. Form 5 is normally submitted by the contractor to the awarding State agency with the bid or proposal, however, for a sole source or no bid contract, it is submitted at the time of contract execution.</p> <p>Form 6. Affirmation of Receipt of State Ethics Laws Summary</p> <p>Rev. 10/01/11  Adobe.pdf  Word.doc</p> <p>This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than \$500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, Form 6 is submitted at the time of contract execution. When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency.</p> <p>State Ethics Website</p> <p>Forms 6A, 6B, 6C. Rescinded on 01-Aug-07. Use Form 6.</p> <p>Form 7. Iran Certification</p> <p>Rev. 3/28/14  Adobe.pdf  Word.doc</p> <p>Effective October 1, 2013, this form <u>must</u> be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form.</p>
The following documents shall be submitted in writing at the time of the Bid	<ul style="list-style-type: none"> >Bid Proposal Form >Certificate of Authority for contracts with a value of \$50,000 or more, to access: https://www.ctdol.state.ct.us/osh/OccHealthGrant/2015/Contracts%20less%20that%20\$50,000/VendorAuthor.pdf >Standard Bid Bond or Certified Check >General Contractor’s Bidder Qualification Statement

SECTION 00010
INVITATION TO BID
(PROJECTS LESS THAN \$500,000)

Proposal submission.	<p>>State Election Enforcement Commission Form 10 for contracts having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more. See the SEEC website to download the document: http://www.ct.gov/seec/lib/seec/forms/cep/cep_10_final.pdf</p> <p>Failure to submit these documents with the Bid Proposal submission shall result in rejection of the bid.</p>
Bid Security:	<p>As security, <i>each</i> bid must be accompanied by a CERTIFIED CHECK made payable to “Treasurer, State of Connecticut” or the bid must be accompanied by a BID BOND in the form required by the award authority and having surety thereto such Surety Company or Companies as are authorized to do business in this State and/or accepted by the Commissioner of the Military Department for an amount not less than 10% of the bid.</p>
Sexual Harassment:	<p>This contract is subject to the provisions of the Military Department’s Sexual Harassment Policy and as such, the contract may be cancelled, terminated or suspended by CT MIL for violation of or noncompliance with said policy. Said document is hereby incorporated herein by reference and made a part hereof as though fully set forth herein. This policy may be found at the CT Military website: https://portal.ct.gov/MIL/Human-Resources/Policy-Statements</p>
Performance and Labor & Material Bonds:	<p>Performance and Labor & Material bonds to be furnished by the bidder awarded the contract shall be an amount not less than 100% of the contract price.</p>
Non-resident Contractors:	<p>Non-resident contractors: At the time of contract signing, a certificate from the Commissioner of Revenue Services must be provided which evidences that C.G.S. 12-430 for non-resident contracts has been met. For details contact the Department of Revenue Services at 860-541-7538.</p>
Prevailing Wage Rates:	<p>Prevailing wages are required on this project in accordance with the schedule provided in the bid documents, pursuant to C.G.S. 31-53 (a) thru (h) as amended.</p> <p>Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provision of the CT General Statutes, Section 31-55a concerning annual adjustments to prevailing wages.</p> <p>Wage Rates will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us. Such prevailing wage adjustment shall not be considered a matter for any contract amendment.</p> <p>The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contract to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount payment or contribution for his classification on each pay day.</p>
Executive Orders	<p>To access: http://das.ct.gov/Purchase/Executive_Orders_new.pdf</p>

The Commissioner reserves the right to do any of the following without liability, including but not limited to: (a) waive technical defects in the bid proposal as he or she deems best for the interest of the State; (b) reject and or all bids; (c) cancel the award or execution of any contract prior to the issuance of the "Notice to Proceed"; and (d) advertise for new bids.

All project questions must be in **writing** (not phoned or faxed) and emailed to both the Purchasing Supervisor and Authorized Representative shown below:

Construction Administrator: Cavanna, James james.a.cavanna2.nfg@mail.mil

Authorized Representative of Owner: [Gallagher, Gregory S CW2 USARMY NG CTARNG \(USA\)](mailto:gregory.s.gallagher.mil@mail.mil)
gregory.s.gallagher.mil@mail.mil

Purchasing Supervisor: Ronna Cannata - ronna.cannata@ct.gov

Contract Time Allowed: Sixty (60) days

Liquidated damages: \$385 per calendar day beyond substantial completion

FOR PROJECT ESTIMATED TO COST LESS THAN \$500,000.00

To: State Military Department
Contracts Administration
Procurement Department
360 Broad Street
Hartford, CT 06105

Bid Date: AUGUST 26, 2020

From: _____ (Bidder's Legal Company Name)

_____ (Tel. No.) _____ (FAX No.)

_____ (E-Mail Address)
_____ (FEIN)

(Print Contact Person's Name) (Title)

For: #20MIL21802
Hartford Armory Repairs, Bridge/Drill Shed, 360 Broad Street, Hartford, CT

The Undersigned, having familiarized himself with all requirements of the Contract Documents as prepared by the Design Department, State Military Department, and all Addenda to the Documents, hereby proposes to furnish all construction as required by the Documents and Addenda thereto for the completion of the project for the following amounts:

BID SCHEDULE

Base Bid:

(Written amount)

Dollars (\$ _____)

PERCENTAGE OF WORK PERFORMED WITH OWN FORCES

The percentage of the work performed by the contractor on this project shall not be less than the percentage noted in the Commission on Human Rights (CHRO) Regulation Section 00600 subsection 4.1 of the completed Contract Sum of the Work with its own forces.

Supplemental Bids

THERE ARE NO SUPPLEMENTAL BIDS FOR THIS PROJECT.

Contractor Provided Unit Prices

a.	ALTERATION ITEMS	UNIT	\$ ADD	\$ DEDUCT
a.	Repointing			
b.	Concrete Repairs			

Contract Time

If awarded this contract, the undersigned will complete the work within Sixty (60) calendar days from the date indicated on the Order to Commence Work form.

Addenda Received

Receipt of the following Addenda to the Contract Documents is acknowledged (if applicable):

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Bid Acceptance

The Undersigned acknowledge and agree to hold the bid price for ninety (90) calendar days and any extensions caused by the Contractor's delays in required submissions. The Contractor and the State may mutually agree to extend this period. The apparent three low bidders are required to submit key supporting documents as noted under the caption Bid Submittal Time Line at the end of this Section 00020, within ten (10) calendar days of the bid opening, If there are any delays in the receipt of these materials then the Bids shall remain valid for the same additional number of days. For example, if the materials are submitted four (4) days later; then the bid shall remain valid for ninety-four (94) days.

If written notice of the acceptance of this Bid is provided by mail, facsimile or other communication technology, or delivered to the Undersigned after the bid opening date or any time thereafter before this bid is withdrawn, the Undersigned will, within 10 days after the date of such notice, furnish all documents requested in the Letter of Intent.

Bidder is (check one, as case may be):

Sole Proprietor () Partnership () Corporation () LLC ()

Signature of Bidder	Title
Print Name	Date

Bidders must submit a gift affidavit, "Bid Proposal Affidavit," for contracts with a value of \$50,000 or more. This affidavit should be completed and submitted when a bidder submits a bid of \$50,000 or more. This affidavit is located in the bid package.

CORPORATION CERTIFIED RESOLUTION

I, _____, Secretary of _____
(Name of Certifying Officer) (Name of Corporation)

_____, a corporation organized and existing under the laws of the State of _____ (the "Company"), do hereby certify that the following is a true and (State of incorporation)

correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on _____, 200____, at which meeting a duly (Month and day) (year)

constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That _____,
(Name and title of signer of contract documents)

of _____ is empowered and authorized, on behalf of the Company,
(Name of corporation)

to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review Board and the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Company this ____ day of _____, 200____.

[or, if the corporation has no seal ...]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this ____ day of _____, 200____. The Company has no corporate seal.

Print name:
Its Secretary

(Corporate Seal)

LLC CERTIFIED RESOLUTION

I, _____, a _____ of
(Name) (Specify Member or Manager)

_____ LLC, a limited liability company organized
(Name of company)

and existing under the laws of the State of _____,
(the "Company"), hereby certify: (i) that _____ is run by
(Name of company)

_____ ; (ii) that _____ is a
(Specify if it is run by its members or a manager) (Name of signer of contract documents)

_____ of _____ ; and (iii) that as such,
(Specify Member / Manager) (Company name)

_____ is not prohibited or limited by the articles of
(Name of signer of contract documents)

organization from binding the LLC, and is empowered and authorized, on behalf of the Company,
to execute and deliver contracts and amendments thereto, and all documents required by the
Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review
Board or the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of
the LLC this ___ day of _____, 200__.

[or, if the LLC has no seal ...]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this ___ day
of _____, 200__. The LLC has no seal.

Print name:
Its: Member / Manager

If the LLC has a seal, place it here.

LLC CERTIFIED RESOLUTION

I, _____ (name of Secretary of the corporation), the Secretary of _____ (name of corporation), which corporation is the sole member of _____ LLC (Name of LLC), a limited liability company organized and existing under the laws of the State of _____ (state of incorporation) (the "LLC") hereby certify: (i) that the LLC is run by _____ (name of corporation), that (ii) _____ (name of corporation) is the sole member of _____ (name of LLC); and (iii) that _____, President of _____ (name of corporation), the sole member of the LLC, is not prohibited or limited by the articles of organization of the corporation or the LLC from binding the LLC, and is empowered and authorized, on behalf of the corporation and the LLC, to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review Board, or the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of the LLC this _____ day of _____, 200 ____.

[or if the LLC has no seal]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this _____ day of _____, 200 ____ . The LLC has no seal.

If the LLC has a seal, place it here.

_____, LLC
(name of LLC)
By: _____ its sole member
(corporation name)
By: _____
Secretary of _____
(name of corporation)
Duly Authorized

PARTNERSHIP CERTIFICATION

I, _____, the undersigned, do certify that I am a
general partner of _____ a _____
(Name of company) (State)
partnership, and I do further certify that _____ is a
(Name of signer of contract documents)
general partner of said partnership, and, as such, is empowered and authorized on behalf of the
partnership to execute contracts and amendments thereto and all documents required by the
Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review
Board or the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this
_____ day of _____, 200__.

Print name:
General Partner

CERTIFICATE OF AUTHORITY
LIMITED LIABILITY PARTNERSHIP

I, _____, a Partner of _____, LLP a
(Name of company)

Limited Liability Partnership organized and existing under the laws of the State of Connecticut, hereby certify that the following resolution was duly adopted at a meeting by all of the Partners of said Limited Liability Partnership, duly held on the _____ day of _____, _____.
(Day)
(Month) (Year)

Resolved, that _____ is a Partner of _____,
(Name of signer of contract documents) (Name of company)

LLP and is hereby authorized to make, execute, and approve on behalf of this Limited Liability Partnership any and all contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review Board and the Office of the Attorney General associated with such contracts and amendments.

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, revoked, or repealed and is now in full force and effect.

In witness whereof, I hereunto set my hand this _____ day of _____,
_____.

Print name:
Partner

Seal here

CERTIFICATE OF AUTHORITY
LIMITED PARTNERSHIP

I, _____, the undersigned, do hereby certify that I am a General
Partner of _____

(Name of partnership and address),

a _____ partnership and I do hereby further certify that
(State)

_____, in his/her capacity as a General Partner of said
(Name of signer of contract documents)

partnership is authorized to sign any and all contracts and amendments to contracts and
all documents required by the Governor, the Connecticut Department of Public Works,
the Connecticut State Properties Review Board or the Office of the Attorney General
associated with such contracts and amendments on behalf of the said partnership.

I do further certify that the above authorization has not been amended or revoked
and was in full force and effect on _____ and continues to be
(date of or prior to the execution of
the subject contract document)

in full force and effect as of the present time.

Dated this _____ day of _____, _____.

Print name:
General Partner

CERTIFICATE OF AUTHORITY
DESIGN BUILD

I, _____, the undersigned, do hereby certify that I am
(Name of Certifying Officer)

the _____, of _____, a
(Title of Certifying Officer) (Name of Company)

_____ corporation, and that the following resolution
(State of Incorporation)

was duly adopted on _____, _____, at a duly called and held
(Date of Adoption of Resolution)

meeting of the Board of Directors of said corporation:

Resolved, that _____, in _____ capacity as
(Name of signer of contract (his/her)
documents)

_____ of _____, is fully
(Title of signer of (Name of Company)
contract documents)

authorized to execute and sign on behalf of the corporation all bonds, contracts and
amendments thereto, and all documents required by the Governor, the Connecticut Department of
Public Works, the Connecticut State Properties Review Board or the Office of the Attorney
General in connection with the _____ and to affix the
(Project Title and Number)

Corporate Seal on such documents.

I do further certify that the above resolution has not been amended or revoked and
is now in full force and effect.

Dated this _____ day of _____, _____.

Affix Corporate Seal Here

_____ (Signature)

Print name: _____

Title: _____



STATE OF CONNECTICUT
MILITARY DEPARTMENT

360 Broad Street, Hartford, CT 06105
Purchasing Department
Tel: 860-524-4995; Fax: 860-548-3281



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF CONNECTICUT)
)SS
COUNTY OF _____)

_____ being first duly sworn, deposes and says that:

1. He/She is _____ of _____ the Bidder that has submitted the attached Bid for _____

Bid # and Description

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, City's, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid price or the Bid price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Torrington or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, City's, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires _____

(Notary Seal)

STATE OF CONNECTICUT
MILITARY DEPARTMENT

STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____, hereinafter called the Principal,

of _____, as Principal,

and _____, hereinafter

called the Surety, a corporation organized and existing under the laws of the

State of _____, and duly authorized to transact a

surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of

Connecticut, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a

proposal hereinafter mentioned, _____

_____,
lawful money of the United States of America, for the payment of which, well and truly to be made to
the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted
or is about to submit a proposal to the Obligee related to a contract for Project No.: _____

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within
such time as may be specified, enter into the said contract in writing with the State of Connecticut and
give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay
to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the
penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 _____

Principal's Signature

Surety

(Print name)

by

Its attorney in fact

Company Name

(Print name)

1. Bid Proposal Form

Attention is directed to the fact that this Project includes a copy of the Bid Proposal Form.

2. Preparation of Bid

- a. Bids shall be submitted on the Bid Proposal Form, which is furnished as part of this Project Manual.
- b. Spaces are provided in the Bid Proposal Form for Base Bid and various supplemental and unit bid prices if applicable. The Bidder shall fill in all such spaces on typewriter or in ink. Where both written words and numerical figures are given, the written words will govern in the event of conflict.

3. Submission of Bids

- a. Bids must be submitted in a sealed envelope, clearly marked with the appropriate project number, date, time of bid opening, and name and address of bidder. In no event will bids, changes in bids by telephone, facsimile or other communication technology be accepted.
- b. Bidders must submit a **gift affidavit** for contracts with a value of **\$50,000 or more**. This affidavit should be completed and submitted when a bidder submits a bid of **\$50,000 or more**. This affidavit and "General Advice for Filling out Affidavits and Resolutions/Certificate of Authority" can be found at www.ct.gov/dpw/lib/dpw/GeneralAdvice.doc
- c. Envelopes containing bids shall be mailed or delivered, and addressed as follows:

State Military Department
Hartford Armory
Procurement/Contracts Administration
360 Broad Street
Hartford, CT 06105

4. Bid Closing Date

Bids will be received at the time and place set forth in the Invitation to Bid, at the location indicated above. All bids will be opened at the stipulated time and place and any bidder who wishes to do so is invited to attend. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted.

5. Examination of Documents, and Conditions

Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to his bid.

6. Interpretation of Documents

No oral interpretations will be made to any Bidder as to the meaning of the drawings and specifications. Every request for such an interpretation shall be made in writing and addressed and forwarded to the State of Connecticut, Military Department Project Manager. No inquiry received within 5 days of the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents which, if issued, will be sent as promptly as is practicable to all persons to whom the Contract Documents have been issued. All such Addenda shall become part of the Contract Documents.

7. Withdrawal of Bids

Bids may be withdrawn by written request received from Bidders prior to the time fixed for bid opening.

8. Rejection of Bids

The State reserves the right to reject any and all bids, and to waive any minor irregularity in bids. Every bid which is conditional or obscure, or which contains any addition not called for, shall be invalid, and the awarding authority shall reject every such bid.

9. Supplemental Bids

Occasionally, the State may request "Supplemental Bids" to a special project. When listed on the Bid Proposal Form, each bidder is required to bid on each Supplemental Bid as described.

10. Discrepancy in Amounts

In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words will be controlling. In case of error in the extension of prices in the bid, the unit price will govern.

11. Bid Security, Prevailing Wages and Annual Adjustments to Prevailing Wages

Bid security in the type and amount stated in the Invitation to Bid shall accompany the bid. Each bid must be accompanied by a certified check made payable to "Treasurer, State of Connecticut," or the bid must be accompanied by a bid bond, in the form required by the awarding authority, having as surety thereto such surety company or companies acceptable to the Commissioner of the State Military Department and as are authorized to do business in this State, for an amount not less than 10 percent of the bid. All checks submitted by unsuccessful bidders shall be returned to them after the contract has been awarded.

Failure of the successful bidder to execute a contract in accordance with its bid shall result in the forfeiture of the bid bond or certified check.

Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

In determining bid price, consideration should be given to Section 31-53 of the General Statutes of Connecticut as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages." Such prevailing wage adjustment shall not be considered a matter for any contract amendment.

At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as the annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor.

12. Small Contractor Set-Aside Program

- a. The enclosed solicitation for bid may be limited to participation by certified "Set-Aside Contractors." If the enclosed solicitation for bid is limited to participation by certified "Set-Aside Contractors" it will be indicated on the top of the first page of the Invitation to Bid and at the top of the first page of Section 00020 Bid Proposal Form.
- b. The enclosed solicitation for bid may also include certified "Minority Business Enterprise (MBE/WBE)" participation. If MBE/WBE participation is needed, a percentage will be filled out in the box on the first page of the **Invitation to Bid** alongside the words "MBE/WBE participation."

The General Contractor on this project shall be required to award not less than **6.25 %** of the total Contract Sum to Minority Business Enterprise contractors who are certified and eligible to participate under The State of Connecticut Set-Aside Program for small contractors, in accordance with Connecticut General Statutes Section 4a-

60g. This requirement must be met even if the General Contractor is certified and eligible to participate in the Small Business Set-Aside Program or a good faith effort.

- c. Certified Set-Aside contractors and Minority Business Enterprise contractors have been approved by, and registered with the Connecticut Department of Administrative Services, or, have an active application for certification pending with the Department of Administrative Services as of the "Date of Invitation" shown on the invitation sheet of this specification. **A copy of the bidder's certification must be submitted with bid.**
- d. For Information Regarding the Set-Aside Program Including List of Certified Vendors and contact information, visit:

<https://portal.ct.gov/DAS/Procurement/Supplier-Diversity/SBE-MBE-Program-Certification-Application-Small-or-Minority-Business-Enterprise>

Mailing Address:

Department of Administrative Services, Procurement Division
Supplier Diversity Program
450 Columbus Boulevard – Suite 1202
Hartford, CT 06103

- e. The bidder agrees and warrants that he/she has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning the bidder's employment practices and procedures as they relate to the provisions of the General Statutes governing contract requirements.

13. Start Date

All work is to be started in accordance with the Notice to Proceed.

14. Award of Contract

The contract will be awarded to the lowest responsible and qualified bidder on the basis of low bid and accepted Supplemental Bids. If you are awarded a contract with a value of \$50,000 or more, a Consulting Affidavit must be completed and submitted at the time of contract execution. This affidavit form and description can be found at <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>

In the event that a bidder or vendor refuses to submit the affidavit required under subsection (b) of section 51 of Public Act 05-287, such bidder shall be disqualified and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.

15. Connecticut Sales and Use Tax

All contractors shall familiarize themselves with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the contractor's bid.

16. Executive Orders:

State Contracts may be subject to the provisions of the following Executive Orders: Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services; Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated

February 15, 1973, concerning the listing of employment openings; and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices.

1. The parties agree to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be canceled, terminated or suspended by State Military Department or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
5. This contract may be canceled, terminated, or suspended by State Military Department or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

17. Sexual Harassment Policy Statement

This contract will be subject to the provisions of the State Military Department Sexual Harassment Policy (“Policy”) and, as such, the contract may be canceled, terminated, or suspended by the State Military Department for violation of or noncompliance with said Policy. This policy entitled, “Sexual Harassment Statement” and “Sexual Harassment Narrative” is found at the State Military Department’s website: http://www.ct.gov/mil/lib/mil/2015_ctmd_employee_handbook.pdf and made a part hereof.

18. Standard Conditions

a. Bid Security

Bid security in the form of a certified check, bank check, or bid bond in an amount equal to 10% of the bid is ***required on all bids in excess of \$50,000.00***. Checks should be made payable to: “Treasurer, State of Connecticut”.

b. Security for Faithful Performance

Performance Bond and Labor and Material Bond in the amount of 100% of the purchase order price must be filed by the successful low bidder prior to the start of construction if bid is in ***excess of \$100,000.00***.

c. Insurance is required in the exact amounts specified in Section 00300, Certificate of Insurance (refer to Article 35, Section 00700, General Conditions of the Contract for Construction).

d. Contractor shall commence work pending availability of funding, within fourteen (14) calendar days after receiving the Notice to Proceed form and continue as noted on the Invitation to Bid (Sec. 00010) for completion of the project, unless otherwise specified or agreed.

STATEMENT OF QUALIFICATIONS

DAS-14

Rev. 5/4/18 Prev. Rev. 1/12

**STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEMENT OF QUALIFICATIONS**

THIS FORM WILL BE USED IN ASSESSING QUALIFICATIONS. ATTACH ADDITIONAL SHEETS IF NECESSARY.

1. COMPANY INFORMATION:

COMPANY NAME: _____

COMPANY ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____ YEARS

LIST OTHER NAMES YOUR COMPANY DOES BUSINESS AS (dba): _____

LIST PREVIOUS COMPANY NAME (S): _____

2. COMPANY REFERENCES:

LIST THREE (3) CONTRACTS SIMILAR IN NATURE TO THIS SOLICITATION WHICH DEMONSTRATES YOUR COMPANIES ABILITY TO PERFORM THE REQUIRED SERVICES; MUST BE WITHIN THE LAST THREE (3) YEARS THAT YOU ACTUALLY PERFORMED SERVICE. (DO NOT INCLUDE CONTRACTS ADMINISTERED BY DAS IN THIS LIST OF REFERENCES.)

1. COMPANY NAME: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT ANNUAL VALUE: _____

CONTACT NAME: _____

TELEPHONE: _____ EMAIL: _____

CONTRACT DESCRIPTION: _____

2. COMPANY NAME: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT ANNUAL VALUE: _____

CONTACT NAME: _____

TELEPHONE: _____ EMAIL: _____

CONTRACT DESCRIPTION: _____

STATEMENT OF QUALIFICATIONS

DAS-14

Rev. 5/4/18 Prev. Rev. 1/12

**STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATEMENT OF QUALIFICATIONS**

3. COMPANY NAME: _____

CONTRACT EFFECTIVE DATE: _____ CONTRACT ANNUAL VALUE: _____

CONTACT NAME: _____

TELEPHONE: _____ EMAIL: _____

CONTRACT DESCRIPTION: _____

3. COMPANY VALUE:

EQUIPMENT ASSETS: _____ TOTAL ASSETS: _____

4. COMPANY EQUIPMENT:

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE, IF APPLICABLE (ATTACHED ADDITIONAL SHEETS IF NECESSARY):
(i.e. MODEL, YEAR & MANUFACTURER AND/OR AS SPECIFIED IN SOLICITATION DOCUMENTS, IF APPLICABLE).

5. COMPANY CERTIFICATIONS, LICENSES AND REGISTRATIONS:

LIST ANY RELEVANT CERTIFICATIONS, LICENSES AND REGISTRATIONS ETC. THAT QUALIFIES YOUR COMPANY TO MEET THE
REQUIREMENTS OF THIS SOLICITATION, IF APPLICABLE.

SECTION 00300
 CERTIFICATE OF INSURANCE
 PAGE 1 OF 1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER INSURED Contractor's <u>Exact</u> Legal Name & Address	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Policy Number required to be inserted			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Policy Number required to be inserted			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy Number required to be inserted			<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER Owners & Contractors Protective Liability Builder's Risk				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Indicate PROJECT NUMBER & TITLE in this space.
 The State of Connecticut is endorsed as an Additional Insured with respect to General Liability & Umbrella/Excess Liability Insurance coverage. If Builder's Risk Insurance is required, the State is endorsed as a Loss Payee.

CERTIFICATE HOLDER State of Ct, Military Dept. Attn: Contracts Admin. – Rm. #143 360 Broad Street Hartford, CT 06105	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <p style="text-align: center;">Agent of the Producer</p>
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COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by [Sections 4a-60](#) and [4a-60a](#) of the Connecticut General Statutes; and, when the awarding agency is the State, [Sections 46a-71\(d\)](#) and [46a-81i\(d\)](#) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at [Section 46a-68j-21 through 43](#) of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by [Sections 4a-60](#) and [46a-71\(d\)](#) of the Connecticut General Statutes.

According to [Section 46a-68j-30\(9\)](#) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in [Section 4a-60](#) of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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 [Section 32-9n.](#)” “Minority” groups are defined in [Section 32-9n](#) of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by [Section 4a-60g](#) of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of [Section 46a-68j-21\(11\)](#) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with [Sections 46a-68-1 to 46a-68-17](#) of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. [See Section 46a-68j-30\(10\)\(E\)](#) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following [BIDDER CONTRACT COMPLIANCE MONITORING REPORT](#) must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to [Sections 4a-60](#) and [4a-60a](#) CONN. GEN. STAT., and [Sections 46a-68j-23](#) of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

[Section 4a-60g](#) CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision [4a-60g](#) CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)-All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u> (not of Hispanic Origin)-All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART 1 – Bidder Information

<p>Company Name: Street Address: City & State: Chief Executive:</p>	<p>Bidder Federal Employer Identification Number: Or Social Security Number:</p>
<p>Major Business Activity: (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor? Yes No -Bidder is a minority business enterprise? Yes No (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female -Bidder is certified as above by State of CT? Yes No</p>
<p>Bidder Parent Company: (If any)</p>	
<p>Other Locations in CT: (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes No</p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes No</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes No</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes No</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes No</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes No</p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes No N/A</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes No</p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes No N/A</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes No</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes No</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of CT? Yes No</p>	<p>12. Does your company have a written affirmative action Plan? Yes No If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number:</p>

1. Will the work of this contract include subcontractors or suppliers? Yes No

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes No

PART IV - Bidder Employment Information

Date:

JOB CATEGORY*	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)	3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source		
State Employment Service				Work Experience	
Private Employment Agencies				Ability to Speak or Write English	
Schools and Colleges				Written Tests	
Newspaper Advertisement				High School Diploma	
Walk Ins				College Degree	
Present Employees				Union Membership	
Labor Organizations				Personal Recommendation	
Minority/Community Organizations				Height or Weight	
Others (please identify)				Car Ownership	
				Arrest Record	
				Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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**General Conditions of the Contract for Construction
STATE MILITARY DEPARTMENT
State of Connecticut**

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ARTICLE 1
DEFINITIONS

WHENEVER THE FOLLOWING TERMS, OR PRONOUNS IN PLACE OF THEM, ARE USED THE INTENT AND MEANING SHALL BE AS FOLLOWS:

1.1 ADDITIONAL OR DELETED WORK: Work required by the Department that, in the judgment of the Commissioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.

1.2 AGENCY: The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.

1.3 APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION: Contractor's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.

1.4 ARCHITECT OR ENGINEER: A sole proprietor, partnership, firm, corporation or other business organization under contract with the Owner, commissioned to prepare Contract Drawings and specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.

1.5 AS-BUILT DRAWINGS: Construction Drawings revised by the Contractor to show all significant Modifications made during the construction process.

1.6 BASE BID: Monetary value stated in the Bid Proposal form as the sum for which the bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.

1.7 BID BOND: Form of bid security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statute Section 4b-92.

1.8 BIDDER: A sole proprietor, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.

1.9 BIDDING DOCUMENTS: Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids.

1.10 BID OR BID PROPOSAL FORM: A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.

1.11 BID SECURITY: Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.

1.12 BUILDER'S RISK INSURANCE: A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.

1.13 CASH ALLOWANCE: An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.

1.14 CERTIFICATE OF COMPLETION: A document issued by the Construction Administrator to the Owner stating that the Contractor has met all contractual obligations.

1.15 CERTIFICATE OF COMPLETION and ACCEPTANCE: A document issued by the Owner to the Contractor stating that all Work has been completed and that the Work is accepted by the Owner.

1.16 CERTIFICATE OF COMPLIANCE: A document issued to the Owner by the design professional stating that for the portion of the project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes

1.17 CERTIFICATE OF OCCUPANCY: Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.

1.18 CERTIFICATE OF SUBSTANTIAL COMPLETION: A document prepared by the Architect and approved by the Owner on the basis of an inspection stating :

- 1.18.1** that the Work, or a designated portion thereof, is determined to be Substantially Complete;
- 1.18.2** the date of Substantial Completion;
- 1.18.3** the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and
- 1.18.4** the time within which the Contractor shall complete the remaining work.

1.19 CHANGE ORDER: Written authorization signed by the Owner, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Contract Time.

1.20 COMMISSIONER: The State of Connecticut, Military Department Commissioner acting directly or through specifically authorized State Military Department personnel or agent(s) having authority to perform duties defined in Article 25.

1.21 CONSTRUCTION ADMINISTRATOR: A sole proprietor, partnership, firm, corporation or other business organization, under contract or employed by the Owner commissioned and/or authorized to oversee the fulfillment of all requirements of the Contract Documents. The authorized Construction Administrator may be a State Military Department Assistant Project Manager, State Military Department Project Manager, a Clerk of the Works, an Architect, a Consulting Architect, a Consulting Construction Administrator, a

Consulting Engineer etc. or any other designee as authorized and identified by the Owner.

1.22 CONSTRUCTION CHANGE DIRECTIVE: A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both.

1.23 CONTRACT DOCUMENTS OR CONTRACT: The Agreement between Owner and Contractor, Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements and other Conditions), Drawings, Specifications, and Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract, all of which shall constitute the Contract.

1.24 CONTRACTOR OR GENERAL CONTRACTOR: A sole proprietor, partnership, firm or Corporation, under direct contract with the State Military Department, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.

1.25 CONTRACTOR'S LIABILITY INSURANCE: Insurance purchased and maintained by the Contractor that insures the Contractor for claims for property damage, bodily injury or death.

1.26 CONTRACT START DATE OR DATE OF COMMENCEMENT OF THE WORK: The date, specified by the Owner in the Notice to Proceed, on which the Contractor is required to start the Work.

1.27 CONTRACT SUM: The sum stated in the Contract, which is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

1.28 CONTRACT TIME: The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The days specified, calendar or working days, are stipulated in the Bidding Documents.

1.29 DAY: Whenever the word "Day" is used it shall be understood to mean calendar day or working day as stated on the Bidding Documents, unless stated otherwise.

1.30 STATE MILITARY DEPARTMENT PROJECT MANAGER: The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

1.31 EQUAL (S): A replacement for the specified material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be substantially identical to the first listed manufacturer or first listed procedure specified in terms of cost, quality and performance for the Project. The Equal does not constitute a modification in the scope of Work, the Schedule or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.32 FINAL ACCEPTANCE: The Owner's written approval and acceptance of the Work issued to the Contractor upon written certification by the Architect of Final Completion.

1.33 FINAL COMPLETION: A written statement by the Architect to the Owner that the work has been completed in accordance with the terms and conditions of the Contract Documents.

1.34 FINAL INSPECTION: Review of the Work by the Architect and Owner to determine whether Final Completion has been achieved.

1.35 FINAL PAYMENT: The last payment made by the Owner to the Contractor, made after notice of the Final Acceptance. Payment shall include the entire unpaid balance of the Contract Sum as adjusted by Modifications.

1.36 GENERAL CONDITIONS: The General Conditions of the Contract for Construction, part of Division 0 of the Specifications.

1.37 GENERAL REQUIREMENTS: That part of the Contract Documents entitled General Requirements, which is Division 1 of the Specifications.

1.38 GUARANTEE: See Warrantee.

1.39 LIQUIDATED DAMAGES: A sum established in a Contract, usually as a fixed sum per day, as the predetermined measure of damages to be paid to the Owner due to the Contractor's failure to complete the Work within the Contract Time.

1.40 LUMP SUM: An item or category priced as a whole rather than broken down into its elements.

1.41 MINOR CHANGES IN THE WORK: Changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents, which shall be affected by written order issued by the Architect.

1.42 MODIFICATION OR AMENDMENT:

1.42.1 A written change to the Contract Documents.

1.42.2 A Change Order.

1.42.3 A Construction Change Directive.

1.42.4 Supplemental Instructions for minor changes in the Work and/or additional instructions to the Work.

1.43 NOTICE TO BIDDER: A notice contained in the Bidding Document informing prospective Bidders of the opportunity to submit Bids on a Project.

1.44 NOTICE TO PROCEED: Written notice, issued by the Commissioner or the Commissioner's authorized representative, to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Contract Time.

1.45 OWNER OR DEPARTMENT: The State of Connecticut, Military Department acting through its Commissioner or specifically authorized Department personnel or agent.

1.46 PAYMENT BOND, LABOR BOND OR MATERIAL BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Contractor will pay for labor and materials furnished for use in the performance of the Contract, as required by Connecticut General Statutes Section 49-41.

1.47 PERFORMANCE BOND OR SURETY BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statutes Section 41.

1.48 PERFORMANCE SPECIFICATION: A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.

1.49 PLANS OR DRAWINGS: All drawings or reproductions of drawings pertaining to the construction of the Work contemplated and its appurtenances.

1.50 PROJECT: The total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.51 PROJECT MANUAL: The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, Conditions of the Contract, General Requirements and the Specifications.

1.52 PROPRIETARY SPECIFICATION: A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the Owner.

1.53 RETAINAGE: A percentage of each Application for Payment and a percentage of the total contract sum retained by the Owner.

1.54 SCHEDULE: A Critical Path Method (CPM) or Construction Schedule as required by the Contract Documents which shall be a diagram, graph or other pictorial or written schedule showing all events expected to occur and operations to be performed and indicating the contract time, start dates, durations and finish dates and their relationship to Substantial Completion and Final Completion of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

1.55 SCHEDULE OF VALUES: A document furnished by the Contractor to the Architect and Owner stating the portions of the Contract Sum allocated to the various portions of the Work, which is to be used for reviewing the Contractor's Applications for Payment.

1.56 SECONDARY SUBCONTRACTOR: A sole proprietor, partnership, firm or Corporation under direct contract with the Subcontractor to the General Contractor.

1.57 SHOP DRAWINGS: Drawings provided to Architect and Owner by a Contractor that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.

1.58 SPECIFICATIONS: The description, provisions and other requirements pertaining to the method and manner of performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.

1.59 SUBCONTRACTOR: A sole proprietor, partnership, corporation or other business organization under direct contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.

1.60 SUBMITTALS: Documents including, but not limited to, samples, manufacturer's data, shop drawing, or other such items submitted to the Owner and Architect by the Contractor for the purpose of approval or other action, as required by the Contract Documents.

1.61 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

1.62 SUBSTITUTION: A material, device, procedure, equipment, etc., which has been determined by the Architect and the Owner to be not an Equal to the first manufacturer or procedure listed in the Specification in terms of cost, quality and performance but which may be used in place of that item specified. . The Substitution constitutes a modification in the Work, the Schedule or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.62 SUPERINTENDENT: The Contractor's representative at the site who is responsible for continuous field supervision, coordination, completion, completion of the work, and, unless another person is designated in writing by the contractor to the owner and the construction administrator, for the prevention of accidents.

1.63 SUPPLEMENTAL BID: The monetary value stated in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

1.64 SUPPLEMENTARY CONDITIONS: An extension of the General Conditions applicable to any and all portions of Work under the Contract Documents.

1.65 THRESHOLD LIMIT BUILDING: Any proposed (new) structures or additions as defined by the Connecticut General Statutes Section 29-276b.

1.66 UNIT PRICE: The monetary value stated by the Owner or the Contractor, as a price per unit of measure for materials or services as described in the Contract Documents and/or Bidding Documents.

1.67 WORK: The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.68 WARRANTY: A written, legally enforceable assurance of specified quality or performance of a product or work or of the duration of satisfactory performance.

ARTICLE 2 **CONDITIONS OF WORK**

2.1 The Contractor shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare the Contract Documents with each other and to information furnished by the Owner including but not limited to the plans and specifications, the form of the Contract, General Conditions, Supplementary Conditions, General Requirements, Bonds and all other Contract Documents associated with the Work.

2.2 The Contractor shall report to the Construction Administrator all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such errors, inconsistencies or omission and failed to report it to the Construction Administrator. If the Contractor performs any actions or construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without notice to the Construction Administrator, the Contractor shall assume responsibility for such performance and related costs for the correction and shall not be allowed to submit any claim related to error, inconsistencies or omission.

2.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Administrator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the plans shall be corrected by the Contractor without additional compensation.

2.4 In performing the Work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor, nor any inordinate disruption with the normal routine of the Owner, Institution or Agency operating at the site.

2.5 No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the Contractor prior to Contract signing.

2.6 The Contractor shall perform the Work in accordance with the Contract Documents and approved submittals pursuant to Article 5.

ARTICLE 3 **CORRELATION OF CONTRACT DOCUMENTS**

3.1 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Where discrepancies of conflict occur in the Contract Documents the following order of precedence shall be utilized:

3.1.1 Amendments and addenda shall take precedence over previously issued Contract Documents.

3.1.2 The General Requirements take precedence over the Supplementary Conditions.

3.1.3 The Supplementary Conditions take precedence over the General Conditions.

3.1.4 The General Requirements take precedence over the General Conditions.

3.1.5 The Specifications shall take precedence over the Plans.

3.1.6 Stated dimensions shall take precedence over scaled dimensions.

3.1.7 Large-scale detail drawings shall take precedence over small-scale drawings.

3.1.8 The schedules contained in the Contract Documents shall take precedence over other data on the Plans.

3.2 Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The Contractor shall give immediate written notification of any error or discrepancy discovered to the Construction Administrator, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. The Contractor shall then promptly proceed under the direction of the Owner and the provisions of Article 13. The Contractor's failure to provide immediate notice shall mean the Contractor will not be entitled to any additional compensation, either monetary or contract time adjustment, with respect to any discrepancy.

3.3 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

3.4 Organization of the Specifications into divisions, sections and articles, and arrangement of drawings, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 4 **COMMENCEMENT AND PROGRESS OF WORK**

4.1 The Work shall start upon the date given in the Notice to Proceed. The Contractor shall complete all the Work necessary for Final Completion, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as

required for acceptance, punchlist Work, training and submission of Record Documents, manuals, guarantees and warranties as stated in the Bidding Document.

4.2 Time is of the essence with respect to the Contract Time. By executing the Contract, the Contractor confirms and agrees that the Contract Time is a reasonable period to perform the Work. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Contractor may, at his discretion, plan to complete the work and achieve Substantial Completion in less time than the Contract Time.

4.3 The Contractor's early completion schedule notwithstanding, the Owner reserves the right to order Modifications to the Work in accordance with Article 13 at any time during the Contract Time.

4.4 The Contractor shall not be entitled to costs for delay due to Owner ordered Modifications or any other circumstances for the period of time between the Contractor's elected early completion and the end of the Contract Time. Costs include, but are not limited to, delays extended home or field office costs, supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.

4.5 If the Contractor is delayed at any time in the progress of Work by acts of God such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the Owner's control, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated by the Contractor's Schedule and as the Owner may determine that such event has delayed the Work. In any event, the granting of an extension of time shall be solely within the discretion of the Owner.

4.6 Except as otherwise may be provided herein, extensions of time shall be the Contractor's sole remedy for such delay. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.

4.7 The Contractor acknowledges that the Contract amount includes and anticipates any and all delays, whether avoidable or unavoidable, from said orders, which may issue from any court, judge, court officer, or act of God, and that such delays shall not, under any circumstances, be construed as compensable delays.

4.8 Any extension of the Contract Time shall be by Change Order pursuant to Article 13.

4.9 The Contractor shall employ a competent superintendent and necessary assistants who will be in attendance at the project site, during the performance of the work, for the duration of the contract. The superintendent shall represent the Contractor, and communications given to the superintendent shall be binding as if given to the Contractor. All Communications from the Contractor concerning proposed changes to the Contract Sum, Contract Time, or Work, shall be in writing.

ARTICLE 5
**SUBMITTALS, PRODUCT DATA, SHOP
DRAWINGS AND SAMPLES**

5.1 Contractor shall review, approve and submit to the Construction Administrator all submittals including but not limited to Product Data, Shop Drawing and Sample Manufacturers, with such promptness as to cause no delay in the Work.

5.2 Correction or approval of such submittals, Shop Drawings, Product Data sample will be made with reasonable promptness by the Architect. Approval will be general only and shall not relieve the Contractor from responsibility for errors in dimensions, for construction and field coordination of the Work or for any departure from the Contract Documents unless such departure has received the Owner's written approval.

5.3 No Work governed by such drawings, schedules or samples shall be fabricated, delivered or installed until approved by the Architect.

5.4 No damages for delays or time extensions will be granted even if approvals deviate from the approved Schedule.

ARTICLE 6
SEPARATE CONTRACTS

6.1 The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let separate contracts relating to the Contract (Project) site or in connection with work on adjoining sites. In such cases, the Contractor shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other projects, and shall fully cooperate with such parties in the matter required under Article 7 herein.

6.2 Contractors working in the same vicinity shall cooperate with one another and, in case of dispute; decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.

6.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the Contractor may cause other Contractors. If the Contractor experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same project, then as between the Owner and the Contractor, the Contractor shall bear such loss.

6.4 Insofar as possible, the Contractor shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same project. The Contractor shall join its Work with that of others in an acceptable manner, and perform the Work in proper accordance with that of the others.

6.5 In no event shall the Owner be responsible for any claim or damages that are the result of the Contractor's failure to coordinate the work with any Contractor or Subcontractor.

ARTICLE 7
COOPERATION OF TRADES

7.1 The Contractor shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.

7.2 Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their faulty Work installed.

ARTICLE 8
DAMAGES

8.1 The Liquidated Damages, provided in the Bidding Documents, will be assessed for each day beyond the date given for Substantial Completion of the Contract according to the Contract Time.

8.2 The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.

8.3 No payment by the Owner, either partial or final, shall be construed to waive the Owner's right to seek liquidated damages.

8.4 In the event a court determines that the contract herein is null and void for any reason, Contractor agrees that Contractor will not seek or pursue any lawsuit or claim for damages, including, but not limited to, claims for loss of overhead or anticipated profits, against the Owner and the Owner shall not be liable for any damages which Contractor may incur as a result of such decision. In addition, if the court enjoins the Owner from entering into or proceeding with the contract herein, the Owner shall not be liable for any damages arising out of or relating to the award of such contract which Contractor may have incurred as a result of the injunction.

ARTICLE 9
MINIMUM WAGE RATES

9.1 In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

"The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the general statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of

such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day."

9.2 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

No wage adjustment will be made to the Contract for any wage increase under this Article.

ARTICLE 10
POSTING MINIMUM WAGE RATES

10.1 The Contractor shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

10.2 The Contractor shall provide weekly certified payrolls to the Owner for all persons working on the site.

ARTICLE 11
CONSTRUCTION SCHEDULES

11.1 Unless otherwise specified in the Contract Documents, within **twenty-one (21)** calendar days from the contract start date, the Contractor shall submit the following to the Owner for approval:

11.1.1 A comprehensive schedule of Submittals required by the Specifications. Said schedule shall include Submittal dates, required approval dates and date material must be on site.

11.1.2 The Contractor shall allow a minimum of two weeks for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and acceptance of the Work by the Owner and its agents.

11.1.3 When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner with as many activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.

11.1.4 When the Contract Documents specify a "Construction Schedule" a detailed Construction Schedule is required using software approved by the Owner as a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the Schedule an effective tool for planning and monitoring the progress of the Work.

11.2 Unless otherwise specified under the Contract Documents, the Contractor shall provide a monthly update of the CPM Schedule or Construction Schedule in the format required by the Owner as well as a disk of the updated Schedule and program. If, in the opinion of the Owner, the Work is falling behind Schedule, the Contractor shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.

11.3 Requisitions for partial payment will not be processed until the Contractor has complied with this requirement.

ARTICLE 12
PREFERENCE IN EMPLOYMENT

12.1 Should this Contract be for the construction or repair of any building, then in the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three (3) months prior to the date hereof, have been residents of the labor market area, as established by the State of Connecticut Labor Commissioner, in which such Work is to be done, and if no such qualified person is available, then to citizens who have continuously resided in the county in which the Work is to be performed for at least three (3) months prior to the date hereof, and then to citizens of the state who have continuously resided in the State at least three months prior to the date hereof.

12.2 Should this Contract be for a public works project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes Section 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been residents of this State, and if not such person is available then to residents of other states.

12.3 The provisions of this Article shall not apply where the state or any sub-division thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of this Article or regulations related thereto.

ARTICLE 13
COMPENSATION FOR CHANGES
IN THE WORK

13.1 At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Owner, through the Construction Administrator, may order modifications in the Work consisting of additions, deletions or other revisions. Upon request, the Contractor shall supply the Construction Administrator promptly with a detailed proposal for the same, showing quantities of and unit prices for the Work and that of any Subcontractor involved.

13.2 Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 26. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.

13.3 If such Change Orders make the Work less expensive for the Contractor, the proper deductions shall be made from the Con-

tract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.

13.4 The Contractor and the Owner agree that the Contract Time specified for the performance of the Contract shall include not only the Work of the original Contract but also any Additional Work ordered by the Owner by Change Order. No extension of time will be granted if it is the opinion of the Owner that the additional Work can be performed concurrently with the original Work.

13.5 The Contractor may request, and the Owner may grant additional contract time when, in the opinion of the Owner, the Contractor has demonstrated that such additional work cannot be performed concurrently with the original Work.

13.6 The amount of compensation to be paid to the Contractor for any Additional or Deleted Work that results in a Change Order shall be determined in one of the following manners:

13.6.1 AMOUNT OF COMPENSATION FOR CHANGE ORDER COSTS: LABOR, EQUIPMENT, BENEFITS AND MATERIAL

13.6.1.1 Unit Price: As stated in the Contract Documents.

13.6.1.2 Unit Price: As subsequently agreed upon by the Contractor and Owner.

13.6.1.3 Lump Sum: Agreed upon sum by the Owner and the Contractor. The Lump Sum must be based upon the following itemized costs:

13.6.1.3.1 Labor (Contractor's or Subcontractor's own forces)

13.6.1.3.2 Material (Used by Contractor's or Subcontractor's own forces).

13.6.1.3.3 Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

13.6.1.3.3.1 Workers Compensation.

13.6.1.3.3.2 Federal Social Security.

13.6.1.3.3.3 Connecticut Unemployment Compensation.

13.6.1.3.3.4 Fringe Benefits.

13.6.1.4 Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

13.6.1.5 Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service. Trade related equipment, hand tools and power tools, normally supplied with the labor are not compensable.

13.6.2 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.2.1 Contractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

13.6.3 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.3.1 Contractor's markup for Work performed by their Subcontractors forces.:

Change Order Amount	Overhead and Profit
\$0 and greater	6%

13.6.4 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.4.1 Subcontractor's markup for Work performed by their own forces:

Change Order Amount	Overhead and Profit
\$0 to \$ 5,000	20%
\$5,001 to \$15,000	17%
\$15,001 to \$25,000	15%
\$25,000 and greater	12%

13.6.5 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, benefits and material)

13.6.5.1 Subcontractor's markup for Work performed by their Secondary Subcontractor's forces.

Change Order Amount	Overhead and Profit
\$0 and greater	6%

13.7 Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by a written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.

13.8 On Work performed by a Secondary Subcontractor, the Owner recognizes no markup by the Secondary Subcontractor.

13.9 If Unit Prices are not applicable and the parties cannot agree upon a lump sum, then the Commissioner, through the Construction Administrator, may at the option of the Commissioner take the following action(s):

13.9.1 Issue a Construction Change Directive for the Additional or deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor based upon the following:

13.9.1.1 Labor (Contractor's or Subcontractor's own forces)

13.9.1.2 Material (Used by Contractor's or Sub-contractor's own forces).

13.9.1.3 Benefits: (The established rates of the following benefit costs inherent to the particular labor involved):

13.9.1.3.1 Workers Compensation.

13.9.1.3.2 Federal Social Security.

13.9.1.3.3 Connecticut Unemployment Compensation.

13.9.1.3.4 Fringe Benefits.

13.9.1.4 Rented Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces).

13.9.1.5 Owned Equipment (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate that can be identified by a nationally recognized construction cost estimating guide or service.

13.9.2 Issue a Change Order adjusting the Contract Sum in the amount as determined by the Commissioner.

13.10 For any Change Order or Construction Change Directive the Contractor shall, when requested, promptly furnish in a form satisfactory to the Construction Administrator and the Owner a complete detailed accounting of all costs relating to the Additional Work, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate actual costs. Further, the Owner reserves the right to access and make copies of the Contractor's records at any time upon written request from the Commissioner.

13.11 If the Contractor wishes to make a claim for an increase in the Contract Sum for any damages sustained as a result of Additional Work, then the Contractor shall give the Owner, through the Construction Administrator, written notice thereof within seven (7) calendar days after the occurrence of the event giving rise to such claims.

13.12 No such claims shall be valid if the written notice is submitted after the required seven (7) calendar days. In addition, the Contractor shall file with the Owner through the Construction Administrator daily or weekly itemized statements of the details and cost of such Work performed or damage sustained as may be required by the Owner.

13.13 Failure of the Contractor to negotiate in good faith issues of time and costs and failure to provide requested documentation within (14) fourteen calendar days, or a time period accepted by the Commissioner, shall constitute a waiver by the Contractor of any claim. In such cases the Owner may elect to issue a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner. The provisions hereof shall not affect the power of the Contractor to act in case of emergency, threatened injury to persons, or damage to Work on any adjoining property. In this case the Commissioner, through the Construction Administrator, shall issue a written order for such amount as the Commissioner finds to be reasonable cost of such Work.

ARTICLE 14 DELETED WORK

14.1 Without invalidating any of the terms of the Contract, the Commissioner may order deleted from the Contract any items or portions of the Work deemed necessary by the Commissioner.

14.2 The compensation to be deducted from the Contract Sum for such deletions shall be determined in the manner provided for under the provisions of Article 13 or in the event none of the provisions of Article 13 are applicable than by the value as estimated by the Owner.

ARTICLE 15
MATERIALS: STANDARDS

15.1 Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.

15.2 Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use but may be considered by the Owner for approval as an Equal or Substitution. The Contractor is to adhere to the specific requirements of the Contract Documents. Substitutions are discouraged and are only approved by the Commissioner as an exception.

15.3 Each request for an Equal or Substitution shall be submitted, with the appropriate documentation, as detailed in the Contract Documents, to the Construction Administrator. All requests will be compared to the first manufacturer or first procedure listed in the specific Specification section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the proposed Equal or Substitution. The submission of all Equals or Substitutions to those specified must be made within the days listed below after the contract start date. After that time period, the Contractor shall provide what is specified unless otherwise allowed within the sole discretion of the Commissioner.

- 15.3.1** 30 days for projects having a Contract Time duration of 180 days or less
- 15.3.2** 60 days for projects having a Contract Time duration of 181 days to 360 days
- 15.3.3** 90 days for projects having a Contract Time duration of 361 days or greater

15.4 Contractor shall submit each request for Equal or Substitution to the Architect who shall review each request and make the following recommendations to the Owner:

- 15.4.1** Acceptance or non-acceptance of the adequacy of the submission and required back-up,
- 15.4.2** Determination of the category of the request for Substitution or Equal, and
- 15.4.3** Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the Owner.

15.5 Approval of the Owner, for each Equal or Substitution shall be obtained before the Contractor proceeds with the Work. The decision of the Commissioner, in this regard, shall be final and binding on the Contractor.

15.6 No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied.

15.7 If the Contractor submits any request for an Equal or a Substitution, he shall bear the burden of proof that such requested Equal or Substitution meets the requirements of the plans and specifications.

15.8 The Contractor shall purchase no materials or supplies for the Work which are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used by him in the Work.

15.9 All Products and systems supplied to the State as result of a purchase by a contractor shall be certified that, to the best of the supplier's knowledge there are no materials that are classified as hazardous materials being used within the assembly. Hazardous materials include, but are not limited to, products such as asbestos, lead and other materials that have proven to cause a health risk by their presence.

ARTICLE 16
INSPECTION AND TESTS

16.1 The purpose of the inspections will be to assure that the Work is performed in accordance with the Contract Documents. These inspections shall include, but not be limited to all inspections and testing as required by the Owner, and any authorities have jurisdiction.

16.2 All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and test by the Commissioner at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. The Contract Documents additionally identify the parties responsible for performing and paying for the required testing and inspections. All required tests performed in a laboratory will be obtained and paid for by the Owner except when the tests show the Work to be defective. The Contractor shall pay for all the costs associated with re-tests and re-inspections for all tests and inspections which fail. The Owner will issue a deduct Change Order to recover said retesting costs from the Contractor. All other tests, unless otherwise specified, shall be made at the Contractor's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties, including the Owner.

16.3 Without additional cost to the Owner, the Contractor shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make all such testing safe and convenient.

16.4 If, at any time before Final Completion and Final Acceptance of the Work, the Commissioner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materi-

als. If such Work is found to be defective in any material respect, as determined by the Owner, because of a fault of the Contractor or any of the Contractor's Subcontractors, or if any Work shall have been covered without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective work, including labor, material, and testing, including labor, material, re-testing or re-inspecting, services of required consultants, additional supervision, the Commissioner's and the Construction Administrator's administrative costs, and other costs for services of other consultants.

ARTICLE 17
ROYALTIES AND PATENTS

17.1 If the Contractor desires to use any design, device, material or process covered by a patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The Contractor shall furnish a copy of this legal agreement to the Owner.

17.2 The Contractor shall indemnify and hold harmless the Owner and Construction Administrator for any costs, expenses and damage which it may be obliged to pay by reason of any infringement of a patent or a copyright, at any time during the prosecution or after the Final Completion of the Work.

ARTICLE 18
SURVEYS, PERMITS AND REGULATIONS

18.1 Unless otherwise provided for, the Contractor shall furnish surveys necessary for the execution of the Work. The Owner will furnish the Contractor with two base lines and a benchmark.

18.2 The Contractor shall obtain and pay for permits and licenses necessary for the execution of the Work and the occupancy and use of the completed Work.

18.3 The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

18.4 If underground utilities may be involved in part of the Work the Contractor is required to request "Call-Before-You-Dig" to verify the location of underground utilities at least (3) Working Calendar Days prior to the start of any excavation. The Contractor shall also notify the Owner and Agency at least (3) Working Calendar Days prior to the start of any excavation. If "Call-Before-You-Dig" fails or refuses to respond to the Contractor's request, then the Contractor shall obtain the services of a qualified underground utility locating firm, at no additional cost to the Owner, to verify locations of underground utilities prior to the start of any excavation. The Contractor shall be held responsible for providing safety, protecting the Work and protecting workmen as necessary to perform the Work. The Contractor shall be responsible for maintaining and protecting all original utility mark-out at no additional cost to the Owner.

ARTICLE 19
**PROTECTION OF THE WORK,
PERSONS AND PROPERTY**

19.1 The Contractor shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the Contractor or Subcontractors, whether or not incorporated in the Work, and shall make good any damage unless it be due directly to errors in the Contract Documents or is caused by agents or employees of the Owner.

19.2 To the extent required by law, by public authority, or made necessary in order to safeguard the health and welfare of the personnel or occupants of any of the state institutions, the Contractor shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited to passageways, guard fences, lights, and barricades necessary for such protection.

19.3 The Contractor shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal and state safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. The Contractor shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident Prevention in Construction", the standards of the Connecticut Labor Department and Occupational Safety and Hazard Association (OSHA).

19.4 The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of employees of the State and the public, and shall post danger signs warning against any dangerous condition or hazard created by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards or slipping, stairways and falling materials.

19.5 The Contractor shall designate a qualified and responsible on site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the Owner by the Contractor at the commencement of the Contract.

19.6 The Contractor shall at all times protect excavation, trenches, buildings and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.

19.7 The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavation, basements, footings and foundations free of water.

19.8 The Contractor shall remove all snow and ice as may be required for access to the site and proper protection and prosecution of the Work.

19.9 The Contractor shall install bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities as required for safety and proper execution of the Work, and shall remove this portion of the Work when no longer necessary.

19.10 During cold weather the Contractor shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the Contractor may cease Work upon the written approval of the Commissioner.

ARTICLE 20
TEMPORARY UTILITIES

20.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall include in the bid the costs of all temporary utilities required for project completion and protection of the Work. Said temporary utilities include but are not limited to lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

ARTICLE 21
CORRECTION OF WORK

21.1 The Contractor shall promptly and without expense to the Owner remove from the premises all materials rejected by or unacceptable to the Commissioner as failing to conform to the Contract Documents, whether incorporated in the Work or not.

21.2 The Contractor shall promptly and without expense to the Owner replace any such materials which do not conform to the Contract Documents, and shall bear the expense of making good all Work of other Contractors or Subcontractors destroyed or damaged by such removal or replacement.

21.3 If the Contractor, after receipt of notice from the Owner, shall fail to remove such rejected or unacceptable materials within a reasonable time as fixed in said notice, the Owner may remove and store such materials at the expense of the Contractor.

21.4 Such action shall not affect the obligation of the Contractor to replace and complete assembly and installation of the Work and to bear the expenses referred to above. Prior to the correction of rejected or unacceptable Work or if the Commissioner deems it inexpedient or undesirable to correct any portion of the Work which was rejected, deemed unacceptable or not done in accordance with the Contract Documents, the Contract sum shall be reduced by such amount as, in the judgment of the Commissioner, shall be equitable.

21.5 No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within 60 days of established Substantial Completion date.

21.6 Final Payment shall not relieve the Contractor of responsibility for the defects in material or workmanship.

21.7 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall remedy any rejected or unacceptable Work, and any Work found to be not conforming to the Contract Documents which is discovered within 18 Months after the date of Substantial Completion. The Contractor shall pay for any damage to other Work caused by such nonconforming Work or any damage created in correcting the nonconforming Work.

ARTICLE 22
GUARANTEES and WARRANTIES

22.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall provide a warranty on the Work for an 18-Month period from the date of Substantial Completion. The Contractor shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents.

22.2 Disclaimers and limitations from manufactures, Subcontractors, suppliers or installers to the Contractor shall not relieve the Contractor of the Warranty on the Work. The Contract Documents detail the related damages, reinstatement of warranty, replacement cost and Owner's recourse.

ARTICLE 23
CUTTING, FITTING, PATCHING AND DIGGING

23.1 The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.

23.2 The responsibility for defective or ill-timed Work shall be with the Contractor, but such responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the Commissioner, neither the Contractor nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

ARTICLE 24
CLEANING UP

24.1 The Contractor shall, on a daily basis, keep the premises free from accumulations of waste material or rubbish.

24.2 Prior to Final Completion of the Work, the Contractor shall remove from and about the site of the Work, all rubbish and all temporary structures, tools, scaffolding and surplus materials, supplies and equipment which may have been used in the performance of the Work. If the Commissioner in his sole discretion determines that the Contractor has failed to clean the work site, the Owner may remove the rubbish and charge the cost of such removal to the Contractor. A deduct Change Order will be issued by the Owner to recover such cost.

ARTICLE 25
ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER

25.1 The Commissioner hereby declares that the State Military Department Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's or Architect's ability to revoke, alter, enlarge or relax any requirement of the Con-

tract Documents; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of ARTICLES 13 and 14 herein shall guide the Project Manager.

25.2 In no event may the Contractor act on any instruction of the Agency without written consent of the Owner. In the event the Contractor acts without such consent, he does so at his own risk and at his own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Commissioner.

25.3 In the performance of the work, The Contractor shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods and in such manner and sequence as the Commissioner may require.

25.4 The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents and extra work orders and shall decide all other questions in connection with the Work.

25.5 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Commissioner objects and shall remove no plant materials, equipment or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner shall confirm in writing any oral order, direction, requirement or determination.

25.6 In accordance with Section 4b-24 and 4b-23 of the Connecticut General Statutes, the public auditors of the State of Connecticut and the auditors or accountants of the Commissioner of Public Works shall have the right to audit and make copies of the books of any contractor employed by the Commissioner.

ARTICLE 26
AUTHORITY OF THE CONSTRUCTION
ADMINISTRATOR

26.1 The Construction Administrator employed by the Commissioner is authorized to inspect all Work for conformance to the Contract Documents. The Construction Administrator is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the material to be used.

26.2 The Construction Administrator is not empowered to revoke, alter, enlarge or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Construction Administrator shall in no case act as foreman or perform other duties for the Contractor, nor shall the Construction Administrator interfere with the management of the Work by the Contractor. Any advice, which the Construction Administrator may give the Contractor, shall in no way be construed as binding the Commissioner or Owner in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

26.3 In any dispute arising between the Contractor and the Construction Administrator with reference to inspection and rejection

of the Work, the Construction Administrator may suspend work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

ARTICLE 27
SCHEDULE OF VALUES,
APPLICATION FOR PAYMENT

27.1 Immediately after the signing of the Contract, the Contractor shall furnish for the use of the Commissioner as a basis for estimating partial payments, a certified Schedule of Values, totaling the contract sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon request of the Commissioner, the Contractor shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

27.2 Approval of the Schedule of Values by the Commissioner is required prior to any payment by the Owner.

27.3 The Schedule of Values shall include a breakdown of the Contractor's general condition costs.

27.3.1 Non-recurring costs, (i.e. Mobilization costs, utility hook-ups, temporary heat) will be paid at the time of occurrence.

27.3.2 Reoccurring costs will be paid in proportion to the percent of completion of the project.

27.4 The Schedule of Values shall include a breakdown of Contract closeout costs including systems certification testing and acceptance, training, warranties, guarantees, as-builts and attic stock.

27.5 The Contractor shall make periodic applications for payment, which shall be subdivided into categories corresponding with the approved Schedule of Values and shall be in such numbers of copies as may be designated by the Commissioner.

ARTICLE 28
PARTIAL PAYMENTS

28.1 The Commissioner will examine the Contractor's Applications For Payments to determine, in the opinion of the Commissioner, the amounts that properly represent the value of the Work completed and for the materials suitably stored on the site.

28.2 In making such Application For Payment for the Work, there shall be deducted (10%) ten percent of the amount of each Application for Payment to be retained by the Owner as Retainage until Final Completion.

28.3 Retainage withheld at Final Payment shall not be more than ten percent (10%) of the Contract Sum.

28.2.1 The Commissioner has the sole discretion in the determination of reduction in Retainage. At (50%) fifty percent completion of the Work the State Military Department Project Manager may issue a "Contractor's Performance Evaluation". If the Contractor receives a performance evaluation

ation score of "Good" or better then the Retainage withheld may be reduced by (50%) fifty percent of the Retainage. All subsequent Applications for Payment shall be subject to the Retainage amount as determined at the sole discretion of the Commissioner. In the event of a reduction in Retainage the minimum Retainage withheld at Final Payment shall not be less than five percent (5%) of the Contract Sum.

28.2.2 A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of (60) sixty units and with no individual evaluation items rated (0) zero.

28.3 The decision of the Commissioner to reduce the Retainage rate will be based upon the Contractor's Performance Evaluation score for completed portions of the Work as set out above and other factors that the Commissioner may find appropriate as follows:

28.3.1 The Contractor's timely submission of an appropriate and complete CPM Schedule or Construction Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or Architect's comments on the submitted material resulting in an appropriate basis for progress of the Work.

28.3.2 The Contractor's timely and proper submission of all Contract Document required submissions: including but not limited to shop drawings, material certificates and material samples and the prompt resolution of the Owners and/or Architect's comments on the submitted material resulting in an appropriate progress of the Work.

28.3.3 The Contractor's provision of proper and adequate supervision and home office support of the Project and any Subcontractor Work resulting in coordinated progress and proper quality control for the Work.

28.3.4 The Work completed to date has been installed or finished in a manner acceptable to the Owner.

28.3.5 The progress of the Work is consistent with the approved CPM Schedule or Construction Schedule.

28.4 No payments will be made for improperly stored or protected materials or unacceptable Work.

28.5 At his sole discretion, the Commissioner may allow to be included in the monthly requisitions payment requests for materials and equipment stored off the site.

28.5.1 In the event the Commissioner allows the Contractor to include in his requisitions payment requests for materials and equipment stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored materials and equipment, and follow such other procedures as may be required by the State to obtain the Commissioner's approval of such requests.

28.5.2 The Architect or Construction Administrator shall have inspected said materials and equipment and recommended payment therefor. The Contractor shall pay for the cost of the Architect's or Construction Administrator time and expense in performing these inspection services.

ARTICLE 29
DELIVERY OF STATEMENT SHOWING
AMOUNTS DUE FOR WAGES, MATERIALS AND
SUPPLIES

29.1 For each Application for Payment under this Contract, the Owner reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly wages to all laborers employed by him for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

29.2 The term laborers as used herein shall include workmen, workwomen, and mechanics.

29.3 Failure to comply with this requirement may result in the Owner withholding the application for payment pursuant to Article 28.

ARTICLE 30
COMPLETION AND ACCEPTANCE

30.1 Substantial Completion:

30.1.1 When the Contractor considers that the Work, or a portion thereof is Substantially Complete, the Contractor shall request an inspection of said Work to the Construction Administrator.

30.1.2 Upon receipt of the request, the Architect, Construction Administrator and Owner, will make an inspection to determine if the Work or designated portion thereof is Substantially Complete. If the inspection discloses any item, whether or not included on the inspection list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item.

30.1.3 The Contractor shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner.

30.1.4 When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion, shall establish the date when the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate.

30.1.5 The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, and Architect.

30.1.6 Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Administrator and Architect, the Owner shall make payment reflecting adjustment in Retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

30.2 Final Completion:

30.2.1 Upon Final Completion of the Work, the Contractor

shall forward to the Construction Administrator a written notice that the Work is ready for Final Inspection and Acceptance and shall also forward to the Construction Administrator, a Final Application for Payment.

30.2.2 When the Work has been completed in accordance with terms and conditions of the Contract Documents a Certificate of Completion shall be issued to be signed by the Contractor.

ARTICLE 31 **FINAL PAYMENT**

31.1 The Owner reserves the right to retain for a period of thirty (30) days after filing of the Certificate of Completion and Acceptance the amount therein stated less all prior payments and advances whatsoever to or for the account of the Contractor.

31.2 All prior estimates and payments, including those relating to extra or additional Work, shall be subject to correction by the Final Payment.

31.3 No Application for Payment, Final or Partial, shall act as a release to the Contractor or the Contractor's sureties from any obligations under this Contract.

31.4 The Architect and Construction Administrator will promptly issue the Certificate for Payment, stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said Final Payment is due and payable.

31.5 Final Payment shall not be released until a Certificate of Completion and Acceptance and a Certificate of Compliance have been issued.

31.6 Neither Final Payment nor any Retainage shall become due until the Contractor submits to the Owner the following:

31.6.1 An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

31.6.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire without at least 30 days prior written notice to the Owner.

31.6.3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

31.6.4 Written consent of surety, if any, to Final Payment.

31.6.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that

the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

31.6.6 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion and the Construction Administrator and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Administrator and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than Retainage withheld, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to Final Payment. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of Claims.

ARTICLE 32 **OWNER'S RIGHT TO WITHHOLD PAYMENTS**

32.1 The Commissioner may withhold a portion of any Payment due the Contractor that may, in the judgment of the Commissioner, be necessary:

32.1.1 To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.

32.1.2 To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the Contractor.

32.1 To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the Contractor or any of its Subcontractors.

32.2 The Owner shall have the right to apply any amount withheld under this section as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.

32.3 The Owner has the right to withhold payment if the Contractor fails to provide accurate submissions of submittals, up date the status including but not limited to the following: as-built documents, request for information (RFI) log, Schedule, submittal log, change order log, certified payrolls and daily reports and all other requirement of the Contract Documents.

32.4 Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Administrator:

32.4.1 An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,

32.4.2 A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,

32.4.3 A written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents,

32.4.4 Consent of surety, if any, to Final Payment and

32.4.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

32.5 If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

ARTICLE 33

OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

33.1 The Commissioner shall have the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers to be in the best interests of the State, or in the interests of public necessity, convenience or safety. During such periods the Contractor shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Contractor shall take precautions to protect the Work from damage.

33.1.1 If the Commissioner, in writing, orders the performance of all or any portion of the Work to be suspended or delayed for an unreasonable period of time (i.e. not originally anticipated, customary, or inherent in the construction industry) and the Contractor believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the Contractor shall submit to the Commissioner in writing a request for a Contract adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.

33.1.2 The Commissioner shall evaluate any such requests received. If the Commissioner agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and that the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors, and was not caused by weather, then the Commissioner will make a reasonable adjustment, excluding profit, of the Contract terms. The Commissioner will notify the Contractor of the determination as to what adjustments of the Contract, if any, that the Commissioner deems warranted.

33.1.3 No Contract adjustment will be made unless the Contractor has submitted the request for adjustment within the time prescribed.

33.1.4 No contract adjustment will be made under this Article to the extent that performance would have been suspended or delayed by any other cause within the Contractor's control or by any factor for which the Contractor is responsible under the Contract; or that such an adjustment is provided for or excluded under other term or condition of this Contract.

33.2 Notwithstanding any provision or language in the Contract to the contrary, the State may terminate the Contract whenever the Commissioner determines at his sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective.

33.2.1 In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost overhead or profits shall be allowed.

33.2.2 Materials obtained by the Contractor for the Work that have been inspected, tested as required, and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.

33.2.3 Termination of the Contract shall not relieve the Contractor or its Surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's Surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

ARTICLE 34

SUBLETTING OR ASSIGNING OF CONTRACT

34.1 The Contract or any portion thereof, or the Work provided for therein, or the right, title or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm or corporation without the written consent of the Commissioner.

34.2 No person, firm or corporation other than the Contractor to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

ARTICLE 35

CONTRACTOR'S INSURANCE

35.1 The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00300 CERTIFICATE OF INSURANCE and 00020 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of this Project Manual and until the insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Owner or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Purchasing Dept/Contracts Unit, State Military Department, 360 Broad Street, Room 143, Hartford, CT 06105 unless otherwise directed in writing. Presented below is a narrative summary of the insurance required.

35.1.1 Commercial General Liability insurance including contractual liability, products/completed operations, broad form

property damage and independent Contractors. The limits shall be no less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. Coverage for hazards of explosion, collapse and underground (X-C-U) and for asbestos abatement when applicable to this Contract must also be included when applicable to the Work to be performed. The State of Connecticut, Military Department, and their respective officers, agents, and employees shall be named as an Additional Insured. This coverage shall be provided on a primary basis.

35.1.2 Owner's and Contractor's Protective Liability insurance providing a total limit of \$1,000,000 for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of \$2,000,000 for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.

35.1.3 The operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract shall be covered by Automobile Liability insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Contractor not own any automobiles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability.

35.1.4 Excess Liability (Other than Umbrella Form) insurance in the amount of \$5,000,000 for bids of \$1,000,000 - \$10,000,000 and in the amount of \$10,000,000 for bids of \$10,000,001 - \$20,000,000. Refer to Section 00900 Amendments of the Project Manual for Excess Liability insurance requirements for bids exceeding \$20,000,000.

35.1.5 Workers' Compensation and Employer's Liability as required by Connecticut Law and **Employers' Liability** with a limit of not less than \$100,000 per occurrence, \$500,000 disease policy limit and \$100,000 disease each employee. When Work is on or contiguous to navigable bodies of waterways and ways adjoining, the Contractor shall include Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act.

35.1.6 Special Hazards insurance, if required, will be stated in SECTION 00020 BID PROPOSAL FORM, subsection 4.4.2 of this Project Manual. This includes coverage for explosion, collapse or underground damage and for asbestos abatement when applicable when applicable to this Contract and shall be no less than \$1,000,000 each occurrence.

35.1.7 Builder's Risk insurance, if required, will be stated in Section 00020 Bid Proposal Form, subsection 4.4.3 of this Project Manual.

35.1.8 Inland Marine/Transit Insurance: With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Contractor shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy.

35.1.9 When required to be maintained, the Builder's Risk and Inland Marine/Transit Insurance policy shall endorse the State of Connecticut as a Loss Payee and the policy shall state it is for the benefit of and payable to the State of Connecticut.

35.2 Satisfying Limits Under an Umbrella Policy: If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Automobile Liability, and Employer's Liability coverage under an Umbrella or Excess Liability policy. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability policy shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The State of Connecticut shall be specifically endorsed as an Additional Insured on the Umbrella or Excess Liability policy, unless the Umbrella or Excess Liability policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis.

35.3 Not used

35.4 Moved to 35.1.9

35.5 The Contractor shall, at its sole expense, maintain in full force and effect at all times during the life of the Contract or the performance of Work hereunder, insurance coverage as described herein. Certificates shall include a minimum thirty (30) day endeavor to notify requirement to the Owner prior to any cancellation or non-renewal.

35.6 The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

35.7 The requirement contained herein as to types and limits of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor.

35.8 Hold Harmless Provisions: The Contractor shall at all times indemnify and save harmless the State of Connecticut, the State Military Department, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by

the officers, agents, and employees of said State or Department, or of the Contractor, his Subcontractor, or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect of the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any Subcontractor, materialman, or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the State Military Department.

ARTICLE 36
FOREIGN MATERIALS

36.1 Preference shall be given to articles or materials manufactured or produced in the United States, Canada, and Mexico, the members of North American Free Trade Agreement (NAFTA), and the products shall meet all of the referenced standards and specifications for conditions of performance, quality and price with duty being equal.

36.2 Only articles or materials manufactured or produced in the United States Canada, and Mexico, the members of North American Free Trade Agreement (NAFTA), will be allowed. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

ARTICLE 37
HOURS OF WORK

37.1 No person shall be employed to work or be permitted to work more than eight (8) hours in any day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.

37.2 The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

ARTICLE 38
DAYS OF WORK

38.1 Working Calendar Days include all days that the Contractor is permitted to execute the Work or employ any person to execute the Work within the Contract Time.

38.2 Non-working Calendar Days include all Saturdays, Sundays, Legal State Holidays and any other days identified in the Contract Documents that the Contractor is not permitted to execute the Work or employ any person to execute the Work. The restriction of non-working Calendar Days may be suspended upon the approval or direction of the Commissioner.

ARTICLE 39
CONTRACT TIME

39.1 The Contract Time is the number of calendar days, allotted in the Bidding Documents, for execution and Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all working and non-working calendar days.

39.2 If weather conditions prevent the Contractor from executing the Work, the Contract Time may be extended by Change Order, for such reasonable time as may be determined by the Owner.

ARTICLE 40
CALENDAR DAY

40.1 This is each day of the calendar.

END

The State Military Department is required to insert the substance of Article VIII of each Master Cooperative Agreement (MCA), MCCA or Appendix in all contracts utilizing federal funds issued under the CA, unless State/Territory laws or regulations offer more protection. The following sections are made a part of this bid/contract/purchase order:

ARTICLE VIII - APPLICABLE LAWS AND REGULATIONS

Section 801. Applicable Law.

This MCA is incidental to the implementation of a Federal program. Accordingly, this MCA and associated appendices shall be governed by and construed according to federal law as it may affect the rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.

Title 2 Code of Federal Regulations (CFR) Part 200, current PARC policy, NGR 5-1 or successor CNGB I & M, are hereby incorporated into this MCA by reference as if fully set forth herein and shall govern this Agreement. Attachment A consists of those provisions of part 200 which are terms & conditions commonly applicable to NGB assistance instruments.

Section 803. Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Section 804. Lobbying.

- a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free Work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements

in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Section 806. Environmental Protection.

- a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:
1. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 2. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 3. The Resources Conservation and Recovery Act (RCRA);
 4. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 5. The National Environmental Policy Act (NEPA);
 6. The Solid Waste Disposal Act (SWDA));
 7. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
 8. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:
1. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 2. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 3. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 4. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 5. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 6. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807. Use of United States Flag Carriers.

- a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Section 808. Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for

participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and subrecipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

Section 809. Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811. Copeland “Anti-Kickback” Act.

The state covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812. Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 813. System for Award Management and Data Universal Numbering Requirements

System for Award Management and Data Universal Numbering Requirements (DUNS) as indicated below:

- a. Requirement for SAM. You as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this Agreement or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- b. Requirement for DUNS Numbers. If you are authorized to make subawards under this Agreement, you:
 1. Must notify potential subrecipients that no entity (see definition in paragraph (c) of this Agreement term) may receive a subaward from you unless the entity has provided its DUNS number to you; and
 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
 3. Definitions. For purposes of this Agreement:
 - a. SAM means the official U.S. Government system that consolidated the capabilities of CCR and EPLS. There is NO fee to register in SAM. Entities may register at no cost at the current OMB website. Additional information about registration procedures, updating your recipient account, searching records, as well as user guides and helpful hints may be found at the SAM website.
 1. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew

-
- your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box.
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).
 - c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:
 1. A Governmental organization, which is a State, local Government, or Indian Tribe;
 2. A foreign public entity;
 3. A domestic or foreign nonprofit organization;
 4. A domestic or foreign for-profit organization; and
 5. A Federal Agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
4. Subaward:
- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or Program for which you received this Agreement and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or Program.
 - c. A subaward may be provided through any legal Agreement, including an Agreement that you consider a contract.
5. Subrecipient means an entity that:
- a. Receives a subaward from you under this Agreement; and Is accountable to you for the use of the Federal funds provided by the subawards

Section 814. Reporting Subawards and Executive Compensation

The Grantee covenants and agrees to comply with the Reporting Subawards and Executive Compensation requirements indicated below:

- a. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. Reporting Total Compensation of Recipient Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or

section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR Part 200:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program.
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the

recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

~END OF SECTION ~

Minimum Rates and Classifications for Building Construction

ID#: 20-14510

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: #20-MIL-21802

Project Town: Hartford

State#: #20-MIL-21802

FAP#: Military

Project: Hartford Armory Structural Repairs (Hartford)

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	40.21	30.99
2) Boilermaker	38.34	26.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	35.71	33.31 + a
3b) Tile Setter	34.9	25.87
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	26.7	21.75
3e) Plasterer	33.48	32.06
-----LABORERS-----		
4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	31.0	22.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	31.25	22.15

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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	31.5	22.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	32.0	22.15
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	31.75	22.15
4e) Group 6: Blasters, nuclear and toxic waste removal.	34.0	22.15
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	32.0	22.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	29.28	22.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	28.74	22.15
4i) Group 10: Traffic Control Signalman	18.0	22.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	34.53	25.64
5a) Millwrights	34.94	26.19
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.25	29.17+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	55.12	34.765+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	39.18	22.55 + a

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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	36.67	37.62 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over), work boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required)	42.45	25.30 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	42.11	25.30 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	41.32	25.30 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	40.91	25.30 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24	40.28	25.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	40.28	25.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	39.95	25.30 + a
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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24	39.59	25.30 + a
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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	39.17	25.30 + a
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Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	38.71	25.30 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	36.54	25.30 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	36.54	25.30 + a
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Group 12: Wellpoint operator.	36.48	25.30 + a
Group 13: Compressor battery operator.	35.86	25.30 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	34.66	25.30 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	34.23	25.30 + a
Group 16: Maintenance Engineer/Oiler.	33.54	25.30 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	38.11	25.30 + a
Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	35.53	25.30 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	35.62	22.55
10b) Taping Only/Drywall Finishing	36.37	22.55
10c) Paperhanger and Red Label	36.12	22.55
10e) Blast and Spray	38.62	22.55
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	44.63	32.95
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	38.4	21.35
14) Roofer (slate & tile)	38.9	21.35
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	38.9	39.46
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	44.63	32.95

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-----TRUCK DRIVERS-----

17a) 2 Axle	29.86	25.79 + a
17b) 3 Axle, 2 Axle Ready Mix	29.97	25.79 + a
17c) 3 Axle Ready Mix	30.03	25.79 + a
17d) 4 Axle, Heavy Duty Trailer up to 40 tons	30.08	25.79 + a
17e) 4 Axle Ready Mix	30.13	25.79 + a
17f) Heavy Duty Trailer (40 Tons and Over)	30.35	25.79 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	30.13	25.79 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	45.92	26.08 + a
19) Theatrical Stage Journeyman	25.76	7.34

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Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

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~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

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SECURITY REGULATIONS FOR CONTRACT FORCES ON MILITARY DEPARTMENT FACILITIES

Facility Admittance

Identification Badges for Contractor's Personnel, Visitors & Parking Stickers:

1. The Contractor will provide each person working or visiting at the site with an identification badge, bearing the name of the Contractor and a number. As badges are assigned, a record shall be kept by the Contractor and given to the Construction Administrator and Agency Administrator. Update and correct the records of all badges issued on a semi-monthly basis.

2. Badges are to be worn on outer garment where visible at all times while at the construction site, return them to the Contractor's field office at the end of each day and pick them up there each morning.

3. All vehicles parking in the Contractor's parking lot and those used around the site require an ID sticker. They will be issued by the Agency. Each contractor shall apply for parking stickers through the Construction Administrator no more than semi-monthly and shall keep record of all stickers issued.

NOTICE: Violence in the Workplace Prevention Policy per Executive Order #16 dated August 1999:

<https://www.ct.gov/opm/lib/opm/olr/wpv/exc16.pdf>

That all state agency personnel, contractors, subcontractors, and vendors comply with the following Violence in the Workplace Prevention Policy:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence. Therefore, except as may be required as a condition of employment -

1. No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
2. No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
3. No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.