



Volume 1 of 1 Project Manual

**SCSU Residence Hall Shelf Angle Repairs
Southern Connecticut State University
New Haven, CT
Project No.: CF-RS-358**

**Prepared By:
Christopher Williams Architects LLC
85 Willow Street
New Haven, CT
06511**

Josh Geballe – Commissioner

**State of Connecticut
Department of Administrative Services
Construction Services
450 Columbus Boulevard
Hartford, CT 06103**

Project Manual Date: March 15, 2019

FOR YOUR INFORMATION

IMPORTANT NOTICE

**From The State of Connecticut
Department of Administrative Services - Construction Services
Office of Legal Affairs, Policy, and Procurement**

THIS PROJECT MANUAL CONTAINS NEW REPORTING AND CONTRACTING REQUIREMENTS:

05/14/19: UPDATED SECTION 00 72 13.1 SUPPLEMENTARY CONDITIONS:

The following Articles of the 00 72 13.1 Supplementary Conditions have been revised or added:

- **Article 1 Definitions:** Section 1.71 and Section 1.72;
- **Article 3 Correlation of Contract Documents:** Section 3.6;
- **Article 28 Partial Payments:** Section 28.2;
- **Article 35 Contractor's Insurance:** Section 35.1 and Section 35.6 (See Section 35.6 as follows):

Section 35.6: Indemnification and Hold Harmless Provisions:

- **35.6.1** The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 - **35.6.2** The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
 - **35.6.3** The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
 - **35.6.4** The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
 - **35.6.5** The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
 - **35.6.6** Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person described in General Conditions Article 35.
 - **35.6.7** This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
- **Article 36 Foreign Materials:** Section 36.3;
 - **Article 40 Disclosure of Records:** Section 40.1; and
 - **Article 41 Audit and Inspection of Plants, Places of Business, and Records:** Section 41.1.

02/01/19: NEW REPORTING & CONTRACTING REQUIREMENTS FOR SUBCONTRACTOR PAYMENTS:

NEW REPORTING REQUIREMENTS FOR CONTRACTOR AND SUBCONTRACTOR PAYMENTS:

- For compliance with the Connecticut General Statutes Sections 4b-95 and 49-41a, the Department of Administrative Services-Construction Services (DAS/CS) requires every Contractor (and its Subcontractors) who has been awarded a DAS/CS construction contract to log on to the State of Connecticut web-based platform, BizNet, each month and enter payments they have received from the state, from the Contractor, or from a higher tier Subcontractor (as applicable).
- The process is described as follows: The state will pay the Contractor on a monthly basis for work performed (and purchases made) by it and its Subcontractors. The Contractor will input the payment date and amount they receive from the state on a monthly basis. The Contractor's first-level Subcontractor (Tier 1 Subcontractor) will input the payment they receive from the Contractor. The second-level Subcontractor (Tier 2 Subcontractor) will input the payment they receive from the Tier 1 Subcontractor. And so on.
- Detailed instructions can be found in the DAS/CS publication, "**6002 Instructions to Contractors/Subcontractors for Entering Payments in BizNet**", available for download by going to the DAS Homepage (www.ct.gov/DAS) and selecting Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series.

NEW CONTRACTING REQUIREMENTS FOR CONTRACTOR AND SUBCONTRACTOR PAYMENTS:

- Contractors awarded a DAS/CS construction contract shall contain a provision in their subcontract agreements requiring their Subcontractors to enter payment receipt from the Contractor in the State of Connecticut web-based platform, BizNet, for work performed or purchases made in relation to state projects.







THE FOLLOWING DOCUMENTS HAVE BEEN REVISED TO REFLECT THE NEW REQUIREMENTS:

- Section 00 11 16 Invitation to Bid;
- Section 00 21 13 Instructions to Bidders;
- Section 00 41 10 Bid Package Submittal Requirements; and
- Section 01 11 00 Summary of Work.

END

Project Title:	SCSU Residence Hall Shelf Angle Repairs
Project Location:	SCSU, New Haven, CT
Project Number:	CF-RS-358
Architect/Engineer:	Christopher Williams Architects LLC 85 Willow Street, New Haven, CT 06511

SEALS, SIGNATURES, AND DATES OF DESIGN PROFESSIONALS OF RECORD

 <p>(Seal and Signature)</p>	<p>Architect Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Architect.</p> <p>Christopher Williams (Print Consultant Name) 6425 License No. 07/31/2019 Expiration Date</p>	 <p>(Seal and Signature)</p>	<p>Civil Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <p>NOT APPLICABLE (Print Consultant Name) License No. Expiration Date</p>
 <p>(Seal and Signature)</p>	<p>Structural Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <p>Mark Brown (Print Consultant Name) 27883 License No. 01/31/2020 Expiration Date</p>	 <p>(Seal and Signature)</p>	<p>Electrical Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <p>NOT APPLICABLE (Print Consultant Name) License No. Expiration Date</p>
 <p>(Seal and Signature)</p>	<p>Mechanical Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <p>NOT APPLICABLE (Print Consultant Name) License No. Expiration Date</p>	 <p>(Seal and Signature)</p>	<p>Fire-Protection Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <p>NOT APPLICABLE (Print Consultant Name) License No. Expiration Date</p>

End of Section
00 01 07 Seals Page

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DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section No.	Title	Page Count	Not Used
00 01 01	Title Page	1	<input type="checkbox"/>
00 01 07	Seals Page	1	<input type="checkbox"/>
00 01 10	Table of Contents	7	<input type="checkbox"/>
00 01 15	List of Drawing Sheets	1	<input type="checkbox"/>
00 11 16	Invitation to Bid	4	<input type="checkbox"/>
00 21 13	Instructions To Bidders	17	<input type="checkbox"/>
00 25 13	Pre-Bid Meeting Agenda	3	<input type="checkbox"/>
00 30 00	General Statements for Available Information	2	<input type="checkbox"/>
00 30 10	General Statement for Existing Conditions Information		<input checked="" type="checkbox"/>
00 30 20	General Statement for Environmental Assessment Information		<input checked="" type="checkbox"/>
00 30 30	General Statement for Hazardous Building Materials Inspection and Inventory		<input checked="" type="checkbox"/>
00 30 40	General Statement for Subsurface Geotechnical Report		<input checked="" type="checkbox"/>
00 30 50	General Statement for Elevator Agreement		<input checked="" type="checkbox"/>
00 30 60	General Statement for FM Global Checklist for Roofing Systems		<input checked="" type="checkbox"/>
00 30 70	General Statement for "Statement of Special Inspections"		<input type="checkbox"/>
00 30 80	General Statement for Other Information		<input checked="" type="checkbox"/>
00 40 14	Certificate (of Authority) <i>(Bidder uploads to BizNet)</i>	2	<input type="checkbox"/>
00 40 15	CT DAS Contractor Prequalification Forms <i>(Bidder uploads to BizNet)</i>	4	<input type="checkbox"/>
00 41 00	Bid Proposal Form <i>(Bidder uploads to BizNet)</i>	9	<input type="checkbox"/>
00 41 10	Bid Package Submittal Requirements	4	<input type="checkbox"/>
00 43 16	Standard Bid Bond <i>(Bidder uploads to BizNet)</i>	1	<input type="checkbox"/>
00 45 14	General Contractor Bidder's Qualification Statement <i>(Bidder uploads to BizNet)</i>	7	<input type="checkbox"/>
00 45 15	Objective Criteria Established for Evaluating Qualifications of Bidders	3	<input type="checkbox"/>
00 45 17	Named Subcontractor Bidder's Qualification Statement	7	<input type="checkbox"/>
00 52 03	Contract	3	<input type="checkbox"/>
00 52 73	Subcontract Agreement Form	3	<input type="checkbox"/>
00 62 16	Certificate of Insurance	1	<input type="checkbox"/>
00 62 16.1	Asbestos Attachment to Acord Form	1	<input checked="" type="checkbox"/>
00 72 13	General Conditions of the Contract for Construction – For Design-Bid-Build	25	<input type="checkbox"/>
00 72 13.1	Supplementary Conditions	5	<input type="checkbox"/>
00 73 27	Set-Aside Contractor Schedule – <i>SAMPLE</i>	1	<input type="checkbox"/>
00 73 38	CHRO Contract Compliance Regulations	7	<input type="checkbox"/>
00 73 44	Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification	35	<input type="checkbox"/>
00 73 63	CT DOC Security Requirements	3	<input checked="" type="checkbox"/>
00 92 10	Additional Forms To be Submitted After Bond Commission Funding Approval	7	<input type="checkbox"/>
00 92 30	Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors	2	<input type="checkbox"/>

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DIVISION 01 GENERAL REQUIREMENTS

Section No.	Title	Page Count	Not Used
01 11 00	Summary of Work	5	<input type="checkbox"/>
01 20 00	Contract Considerations	2	<input type="checkbox"/>
01 23 13	Supplemental Bids	N/A	<input checked="" type="checkbox"/>
01 25 00	Substitution Procedures	4	<input type="checkbox"/>
01 26 00	Contract Modification Procedures	3	<input type="checkbox"/>
01 29 76	Progress Payment Procedures	5	<input type="checkbox"/>
01 31 00	Project Management and Coordination	3	<input type="checkbox"/>
01 31 19	Project Meetings	4	<input type="checkbox"/>
01 32 16	Construction Progress Schedules	3	<input type="checkbox"/>
01 32 16.13	CPM Schedules	N/A	<input checked="" type="checkbox"/>
01 32 33	Photographic Documentation	2	<input type="checkbox"/>
01 33 00	Submittal Procedures	7	<input type="checkbox"/>
01 35 16	Alteration Project Procedures	2	<input type="checkbox"/>
01 35 26	Government Safety Requirements	11	<input type="checkbox"/>
01 42 20	Reference Standards & Definitions	3	<input type="checkbox"/>
01 45 00	Quality Control	3	<input type="checkbox"/>
01 45 23.13	Testing for Indoor Air Quality, Baseline Indoor Air Quality, and Materials	N/A	<input checked="" type="checkbox"/>
01 50 00	Temporary Facilities & Controls	10	<input type="checkbox"/>
01 56 39	Temporary Tree and Plant Protection	5	<input type="checkbox"/>
01 57 30	Indoor Environmental Control	N/A	<input checked="" type="checkbox"/>
01 57 40	Construction Indoor Air Quality Management Plan	N/A	<input checked="" type="checkbox"/>
01 60 00	Product Requirements	2	<input type="checkbox"/>
01 71 23	Field Engineering	N/A	<input checked="" type="checkbox"/>
01 73 29	Cutting and Patching	2	<input type="checkbox"/>
01 74 19	Construction Waste Management & Disposal	5	<input type="checkbox"/>
01 75 00	Starting & Adjusting	N/A	<input checked="" type="checkbox"/>
01 77 00	Closeout Procedures	4	<input type="checkbox"/>
01 78 23	Operation & Maintenance Data	N/A	<input checked="" type="checkbox"/>
01 78 30	Warranties & Bonds	3	<input type="checkbox"/>
01 80 13	Sustainable Design Requirements	N/A	<input checked="" type="checkbox"/>
01 91 00	Commissioning	N/A	<input checked="" type="checkbox"/>

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TECHNICAL SPECIFICATIONS

DIVISION 02 **EXISTING CONDITIONS** Not Used

Section No.	Title	Page Count
02 41 19	Selective Demolition	4

DIVISION 03 **CONCRETE** Not Used

Section No.	Title	Page Count
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DIVISION 04 **MASONRY** Not Used

Section No.	Title	Page Count
04 20 00	Unit Masonry	4

DIVISION 05 **METALS** Not Used

Section No.	Title	Page Count
05 12 00	Structural Steel	4

DIVISION 06 **WOOD, PLASTICS AND COMPOSITES** Not Used

Section No.	Title	Page Count
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DIVISION 07 **THERMAL AND MOISTURE PROTECTION** Not Used

Section No.	Title	Page Count
07 62 00	Sheet Metal Flashing	6
07 92 00	Joint Sealants	3

DIVISION 08 **OPENINGS** Not Used

Section No.	Title	Page Count
08 87 13	Solar Window Film	4

DIVISION 09 **FINISHES** Not Used

Section No.	Title	Page Count
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DIVISION 10	SPECIALTIES	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 11	EQUIPMENT	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 12	FURNISHINGS	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 13	SPECIAL CONSTRUCTION	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 14	CONVEYING SYSTEMS	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 15	RESERVED	
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DIVISION 16	RESERVED	
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DIVISION 17	RESERVED	
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DIVISION 18	RESERVED	
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DIVISION 19	RESERVED	
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DIVISION 20	RESERVED	
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DIVISION 21	FIRE SUPPRESSION	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 22	PLUMBING	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 23	HEATING, VENTILATING AND AIR CONDITIONING	Not Used <input checked="" type="checkbox"/>
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DIVISION 24	RESERVED	
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DIVISION 25	INTEGRATED AUTOMATION	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 26	ELECTRICAL	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 27	COMMUNICATIONS	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
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DIVISION 28	ELECTRONIC SAFETY AND SECURITY	Not Used <input checked="" type="checkbox"/>
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DIVISION 29	RESERVED	
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DIVISION 30	RESERVED	
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DIVISION 31	EARTHWORK	Not Used <input checked="" type="checkbox"/>
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DIVISION 32 EXTERIOR IMPROVEMENTS Not Used

Section No.	Title	Page Count
32 92 00	Turf and Grasses	8

DIVISION 33 UTILITIES Not Used

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DIVISION 34 TRANSPORTATION Not Used

Section No.	Title	Page Count
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DIVISION 35 WATERWAYS AND MARINE Not Used

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DIVISION 36 RESERVED

DIVISION 37 RESERVED

DIVISION 38 RESERVED

DIVISION 39 RESERVED

DIVISION 40 PROCESS INTEGRATION Not Used

Section No.	Title	Page Count
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DIVISION 41 MATERIAL PROCESSING Not Used

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DIVISION 42 PROCESS HEATING, COOLING, AND DRYING Not Used

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DIVISION 43	PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

DIVISION 44	POLLUTION CONTROL EQUIPMENT	Not Used <input checked="" type="checkbox"/>
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DIVISION 45	INDUSTRY SPECIFIC MANUFACTURING EQUIPMENT	Not Used <input checked="" type="checkbox"/>
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DIVISION 46	RESERVED	
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DIVISION 47	RESERVED	
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DIVISION 48	RESERVED	
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DIVISION 49	RESERVED	
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DIVISION 50	PROJECT-SPECIFIC AVAILABLE INFORMATION	Page Count	Not Used <input type="checkbox"/>
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50 10 00	Existing Conditions Information		<input checked="" type="checkbox"/>
50 20 00	Environmental Assessment Information		<input checked="" type="checkbox"/>
50 30 00	Hazardous Building Materials Inspection and Inventory		<input checked="" type="checkbox"/>
50 40 00	Subsurface Geotechnical Report		<input checked="" type="checkbox"/>
50 50 00	Elevator Agreement		<input checked="" type="checkbox"/>
50 60 00	FM Global Checklist For Roofing Systems		<input checked="" type="checkbox"/>
50 70 00	Statement of Special Inspections	4	<input type="checkbox"/>
50 80 00	Other Information:		<input checked="" type="checkbox"/>
	50 80 00.1 [insert name of report, form, certification, etc.]		<input checked="" type="checkbox"/>
	50 80 00.2 [insert name of report, form, certification, etc.]		<input checked="" type="checkbox"/>
	50 80 00.3 [insert name of report, form, certification, etc.]		<input checked="" type="checkbox"/>

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Advertisement No.:	19-14	Advertisement Date:	May 17, 2019
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<p>INVITATION TO BID</p> <p>Connecticut Department of Administrative Services (DAS) Construction Services (CS) Office of Legal Affairs, Policy and Procurement 450 Columbus Blvd, Suite 1302, Hartford, CT 06103-1835</p>
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Find Invitations to Bid on the State Contracting Portal:	Go to the DAS website www.ct.gov/das Click on “ State Contracting Portal ”; Select “ Administrative Services, Construction Services ”; Select the appropriate Invitation to Bid .
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Instructions for On-Line Bidding:	Follow the instructions in 6001 Construction On-line Bidding Instructions . (http://portal.ct.gov/-/media/DAS/Construction-Services/DAS-CS-Library/6000-Series/6001-Construction-On-Line-Bidding-Instructions.pdf) For questions, call 860-713-5794.
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Date and Time of Bid Opening:	<table border="1"> <tr> <td style="padding: 5px;">JUNE <i>(Month)</i></td> <td style="padding: 5px;">17 <i>(Day)</i></td> <td style="padding: 5px;">2019 <i>(Year)</i></td> <td style="padding: 5px;">Time: 1:00 PM <i>(ET)</i></td> </tr> </table>	JUNE <i>(Month)</i>	17 <i>(Day)</i>	2019 <i>(Year)</i>	Time: 1:00 PM <i>(ET)</i>
JUNE <i>(Month)</i>	17 <i>(Day)</i>	2019 <i>(Year)</i>	Time: 1:00 PM <i>(ET)</i>		

This Invitation to Bid is for the following Project:

Construction Costs:	Greater Than \$500,000		
Bidding Limited To:	Contractors Prequalified by DAS for General Building Construction (Group A)		
Threshold Limits: (C.G.S. §29-276b)	This Project DOES NOT exceed Threshold Limits.		
Project Title:	SCSU Residence Hall Shelf Angle Repairs Southern Connecticut State University		
Project Location:	New Haven, CT		
Project Number:	CF-RS-358		
Project Description:	Replacement of shelf angles supporting masonry veneer on four residence halls		
Work Includes But Is Not Limited To The Following:	Replacement of shelf angles; cutting and patching of brick and slate veneer, removal and replacement of shelf angles, sheet metal flashing, sealants. Also installation of solar film on inside of residence hall windows		
Date DAS Began Planning Project:	2/19/2019		
Special Requirements:	N/A		
Cost Estimate Range:	\$ 4,337,258.	To	\$ 4,793,810.
Date Plans & Specs Ready:	May 17, 2019		
Plans and Specs Download:	Plans and Specs are available for electronic download on the DAS State Contracting Portal.		



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Invitation to Bid (continued)

Contract Time Allowed:	Calendar Days:	547
Liquidated Damages:	\$ 2,034.00	Per Calendar Day Beyond Substantial Completion.
	\$ 1,047.00	Per Calendar Day Beyond 90 days After Substantial Completion
Pre-Bid Meeting Date:	May 20, 2019	
	<input checked="" type="checkbox"/>	Bidders are strongly encouraged to attend the Pre-Bid Meeting.
	<input type="checkbox"/>	Bidders are required to attend a MANDATORY Pre-Bid Meeting.
Pre-Bid Meeting Time:	11:00	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
Pre-Bid Meeting Location:	615 Fitch Street, Hamden, CT – Meet at the Facilities Building – 3 rd Floor Conference Room	
Pre-Bid Meeting Contact:	DAS/CS Project Manager:	Raul Abraham
	Phone No.:	860.713.5752
Pre-Bid Meeting Registration:	At the Pre-Bid Meeting, all prospective bidders shall <i>sign</i> his or her name on the official roster and <i>list</i> the name and address of the company he or she represents. For MANDATORY Pre-Bid Meetings, this shall be done no later than the designated start time of the Pre-Bid Meeting. No attendee will be allowed to register <i>after</i> the advertised start time. Bids submitted by contractors who have <i>not properly</i> registered and attended the MANDATORY Pre-Bid Meeting <i>shall be rejected as non-responsive</i> . See Section 00 25 13 Pre-Bid Meeting Agenda for additional details.	
Subcontractor and/or Supplier Small Business Enterprise (SBE) & Minority Business Enterprise (MBE) Set-Aside Requirements:	See 00 41 00 Bid Proposal Form	
Bid Proposal Submission and Other Bid Submittal Requirements:	See Sections 00 21 13 Instructions to Bidders, 00 41 00 Bid Proposal Form, and 00 41 10 Bid Package Submittal Requirements for Bid Proposal submission requirements, including requirements for Affidavits, Certifications, Addenda, Pre-Bid Equals and Substitution Requests, and other bidding documents.	
Bid Upload and Bid Opening:	Bids can be uploaded and edited electronically in BizNet UNTIL 1:00 p.m. on the Bid Opening Date and thereafter shall be locked down and publicly opened in the State Contracting Portal.	
Bid Results:	Within approximately two (2) days after the Bid Opening Date, the Bid Results will be posted on the State Contracting Portal.	
Guide to the Code of Ethics For Current or Potential State Contractors (for contracts greater than \$500,000):	Anyone seeking a contract with a value of more than \$500,000 shall electronically download the “ Guide to the Code of Ethics For Current or Potential State Contractors ” from the of Office of State Ethics (OSE) website www.ct.gov/ethics , then click on the “ Publications ” link:	
Prevailing Wage Rates:	Prevailing wages are required on this project, in accordance with the schedule provided in the bid documents, pursuant to Connecticut General Statutes (C.G.S.) Section 31-53 (a) through (h), as amended. Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of C.G.S. § 31-55a concerning annual adjustments to prevailing wages. 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.	
To access Executive Orders:	Go to www.ct.gov > Governor Ned Lamont > Executive Orders.	



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Invitation to Bid (continued)

Important Notices:

UPDATED DOCUMENTS:

Many **Division 00** and **Division 01** documents have been updated. Read all of the contents of the Project Manual *carefully!*

All Contractors are cautioned that any modifications or alterations made to either the Project Manual or any of the forms and documents contained herein may be just cause to **reject the bid!**

NEW PROCESS FOR CONSTRUCTION STORMWATER GENERAL PERMIT:

See Section 01 50 00 Temporary Facilities and Controls.

For all DAS/CS construction projects disturbing **one or more total acres of land area** on a site regardless of project phasing, the **Architect/Engineer** shall be responsible for filing a Department of Energy and Environmental Protection (DEEP) *General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (DEEP-WPED-GP-015)* registration and Stormwater Pollution Control Plan (SPCP) through the online DEEP ezFile Portal **prior** to bidding.

Once the **Contractor** is under contract with DAS/CS, and **prior** to the commencement of any construction activities, the Contractor (and all other contractors and subcontractors listed on the SPCP) shall assume responsibility for storm water pollution control and conform to the general permit obligations and requirements by **signing** the SPCP "Contractor Certification Statement" and License Transfer Form as directed by the Architect/Engineer.

At completion of the project, the Contractor shall file a Notice of Termination (DEP-PED-NOT-015) with the DEEP in order to terminate the Construction Stormwater General Permit. A project shall **only** be considered complete after all **post-construction** measures are installed, cleaned, and functioning and the site has been stabilized for at least **three (3) months** following the cessation of construction activities.

NEW PROCESS FOR CONTRACTOR AND SUBCONTRACTOR PAYMENTS REPORTING:

See Section 00 21 13 Instructions to Bidders (Subsection 3.13) and Section 01 11 00 Summary of Work (Subsection 1.11).

For compliance with **C.G.S. § 4b-95 and 49-41**, DAS/CS requires every Contractor (and its Subcontractors) who has been awarded a DAS/CS construction contract to log on to the State of Connecticut web-based platform, BizNet, **each month** and **enter payments** they have received from the state, from the Contractor, or from a higher tier Subcontractor (as applicable).

The process is described as follows: The state will pay the Contractor on a monthly basis for work performed (and purchases made) by it and its Subcontractors. The Contractor will input the payment date and amount they receive from the state on a monthly basis. The Contractor's first-level Subcontractor (Tier 1 Subcontractor) will input the payment they receive from the Contractor. The second-level Subcontractor (Tier 2 Subcontractor) will input the payment they receive from the Tier 1 Subcontractor. And so on.

Contractors awarded a DAS/CS construction contract shall contain a **provision in their subcontract agreements** requiring their Subcontractors to enter payment receipt from the Contractor in the State of Connecticut web-based platform, BizNet, for work performed or purchases made in relation to state projects.

Detailed instructions can be found in the DAS/CS publication, "**6002 Instructions to Contractors/Subcontractors for Entering Payments in BizNet**", available for download by going to the DAS Homepage (www.ct.gov/DAS) and selecting Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series.

IMPORTANT NOTE: *The Commissioner of the CT Department of Administrative Services 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) negotiate with a contractor in accordance with Connecticut General Statutes Section 4b-91; (c) reject any or all bids; (d) cancel the award or execution of any contract prior to the issuance of the "Notice To Proceed"; and (e) advertise for new bids.*



Advertisement No.:	19-14	Advertisement Date:	May 17, 2019
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Invitation to Bid (continued)

All Project Questions, Bid Questions, and Pre-Bid Equals and Substitution Requests must be submitted fourteen (14) Calendar Days prior to the Bid Due Date.
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All Project Questions and Pre-Bid Equals and Substitution Requests must be emailed (not phoned) to the Architect/Engineer with a copy to the Construction Administrator and the DAS/CS Project Manager listed below.
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Architect/Engineer:	Christopher Williams Architects LLC	Email:	dleonard@cwarchitectsllc.com
Construction Administrator:	TBD	Email:	TBD
DAS/CS Project Manager:	Rahul Abraham	Email:	Rahul.Abraham@ct.gov

All Bid Questions must be emailed to the DAS/CS Associate Fiscal Administrative Officer listed below.

DAS/CS Associate Fiscal Administrative Officer:	Mellanee Walton	Email:	Mellanee.Walton@ct.gov
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Instructions to Bidders

DAS | Construction Services | Office of Legal Affairs, Policy, and Procurement

1.0 General Bid Proposal Information

1.1 On-Line Bidding:

1.1.1 The Department of Administrative Services (DAS) Construction Services (CS) has streamlined the Bid process by allowing contractors to submit their **Bid Package Documents on line** through the **State Contracting Portal** and **BizNet**. Rather than submitting paper Bid Package Documents, contractors simply respond to an **Invitation to Bid** on the **State Contracting Portal** by retrieving and uploading their documents electronically through their **BizNet** account. Once completed, the Bid Proposal must be **electronically signed prior** to the date and time of the **Bid Opening**. See **Page 1** of the **Invitation to Bid** for the **Date and Time of the Bid Opening**.

1.1.2 All Bidders shall **electronically** upload their **Bid Package Documents** to BizNet following the **instructions** in the DAS/CS publication, [6001 Construction On-line Bidding Instructions](#), available for download here: Go to the DAS Homepage (www.ct.gov/DAS), Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series > **6001 Construction On Line Bidding Instructions**. For questions, call 860-713-5794.

1.2 Bid Opening:

All Bids shall be publicly opened in BizNet by the awarding authority as stated in **Section 00 11 16 Invitation to Bid**.

1.3 Withdrawal of Bid:

Any **Bid** once uploaded into BizNet cannot be deleted. A Bid may only be **withdrawn** by uploading a written **Letter of Withdrawal** to BizNet using the "**Other Solicitation Document**" link **prior** to the date and time of the Bid Opening.

1.4 Disqualification from Bidding:

Any contractor who violates any provision of **Connecticut General Statutes (C.G.S.) § 4b-95**, as revised, shall be **disqualified** from bidding on other contracts for a period not to exceed **twenty-four (24) months**, commencing from the date on which the violation is discovered, for each violation.

1.5 Waive Minor Irregularities:

1.5.1 The awarding authority **shall** be authorized to **waive minor irregularities** which he or she considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file.

1.5.2 **No** such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by **C.G.S. § 4b-95**, as revised, to be furnished in the bid form provided by the awarding authority.

1.6 Minimum Percentage of Work:

The awarding authority **may** require in the **Bid Proposal Form** that the contractor agree to perform a stated, minimum percentage of work with its **own forces**, in accordance with **C.G.S. § 4b-95(b)**.

1.7 Set-Aside Contracts:

The awarding authority **may also** require the contractor to set aside a portion of the contract for subcontractors who are eligible for **set-aside contracts**.

1.8 Connecticut Sales And Use Taxes:

1.8.1 **All Bidders shall** familiarize themselves with the current statutes and regulations of the **Connecticut Department of Revenue Services (DRS)**, including the Regulations of Connecticut State Agencies (R.C.S.A.) §12-426-18 and all relevant state statutes. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid. See the **Sales and Use Tax Exemption for Purchases by Qualifying Governmental Agencies (CERT-134)**, available for download from the DRS website (www.ct.gov/drs) under "Exemption Certificates".

1.8.2 The State of Connecticut construction contract has the following tax exemptions: (1) Purchasing of materials which will be physically incorporated and become a permanent part of the project; and (2) Services that are resold by the contractor. For example, if a Contractor hires a plumber, carpenter or electrician, a resale certificate may be issued to the subcontractor because these services are considered to be integral and inseparable component parts of the building contract.

1.8.3 The following items are **not** exempt from taxes when used to fulfill a State of Connecticut construction contract: Tools, supplies and equipment used in fulfilling the construction contract.

1.9 Union Labor:	
Attention is called to the fact that there may or could be construction work carried on at the site by union labor. This fact must be kept in mind by all Bidders.	
1.10 Rejection of Bids:	
The awarding authority <i>shall reject</i> every such Bid Proposal , including but not limited to, the following reasons:	
1.10.1	A Bid Proposal Form that does <i>not</i> contain the signature of the bidder or its authorized representative.
1.10.2	A Bid Proposal Form that is <i>not</i> accompanied by the following documents in BizNet:
.1	Section 00 43 16 Standard Bid Bond , completed for <i>either</i> the Bid Bond option <i>or</i> Certified Check option;
.2	A Certified Check (if applicable) delivered to the DAS/CS Office of Legal Affairs, Policy, and Procurement <i>prior</i> to the date and time of the Bid Opening;
.3	Section 00 45 14 General Contractor Bidder's Qualification Statement
.4	A DAS Contractor Prequalification Certificate for the Bidder for Projects <i>greater</i> than \$500,000 ;
.5	A DAS Update (Bid) Statement for the Bidder for Projects <i>greater</i> than \$500,000 ;
.6	A Gift and Campaign Contribution Certification – Office of Policy and Management (OPM) Ethics Form 1 ;
.7	A Consulting Agreement Affidavit – OPM Ethics Form 5 . NOTE: If the Bidder fails to submit or upload the Consulting Agreement Affidavit required under C.G.S. § 4a-81, such bidder shall be <i>disqualified</i> and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought;
.8	An Ethics Affidavit (Regarding State Ethics) – OPM Ethics Form 6 ;
.9	An Iran Certification – OPM Ethics Form 7 .
1.10.3	A Bid Proposal Form that:
.1	Fails to acknowledge all Addenda in the space provided in the Bid Proposal Form ;
.2	Fails to correctly list the Named Subcontractors on the Bid Proposal Form ;
.3	Fails to correctly state a Named Subcontractor's price on the Bid Proposal Form ; and
.4	Fails to list Named Subcontractors who are DAS Prequalified at the time of the bid .
1.10.4	A Bid Proposal Form that is <i>not</i> submitted on the forms furnished for the specific project. NOTE: In no event will bids or changes in bids be made by telephone, telegraph, facsimile or other communication technology except through BizNet. All pages of the Bid Proposal Form <i>must</i> be uploaded to BizNet prior to the date and time of the Bid Opening.
1.10.5	A Bid Proposal Form that has omitted items, omitted pages, added items not called for, altered the form, contains conditional bids, contains alternative bids, or contains obscure bids.
1.10.6	A paper Bid Package sent to the DAS/CS Office of Legal Affairs, Policy, and Procurement. Such bids will be returned to the bidder unopened.
1.10.7	Any Bidder that does <i>not</i> make all required pre-award submittals <i>within</i> the designated time period. DAS/CS <i>may</i> reject such bids as non-responsive .
1.11 Pre-Bid Meeting:	
1.11.1	See Section 00 11 16 Invitation to Bid and Section 00 25 13 Pre-Bid Meeting Agenda for details.
1.11.2	When a Pre-Bid Meeting is “ strongly encouraged ”, all attendees shall sign his or her name to the official roster and list the name and address of the company he or she represents.
1.11.3	When a Pre-Bid Meeting is MANDATORY , all attendees will be required to register. Proper registration means that the attendee has signed his or her name to the official roster and listed the name and address of the company he or she represents on the official roster no later than the designated start time of the MANDATORY Pre-Bid Meeting . Bidders are advised to register early as no attendee will be allowed to register <i>after</i> the advertised start time of the MANDATORY Pre-Bid Meeting . All bids submitted by all contractors who have not properly registered and attended the MANDATORY Pre-Bid Meeting shall be rejected as non-responsive.
1.11.4	All Bidders Attending a Pre-Bid Meeting at a Connecticut Department of Corrections (DOC) Facility: Prior to the Pre-Bid Meeting , download the “ Security Background Questionnaire ” from the CT DOC website (www.ct.gov/doc under “ Forms ”), complete and submit the form as directed, and obtain approval, otherwise admission to the Pre-Bid Meeting will be denied . It is recommended that the approved form be brought as evidence of approval to attend the Pre-Bid Meeting.

1.12 Pre-Bid Equals and Substitution Requests Procedures:	
1.12.1	All submissions requesting "Equals and/or Substitutions" shall be made by the Bidder in accordance with Section 01 25 00 Substitution Procedures of the Division 01 General Requirements and Article 15, Materials: Standards of Section 00 72 13 General Conditions . Every submission shall contain all the information necessary for DAS/CS to evaluate the submission and the request. Failure to submit sufficient information to make a proper evaluation, including submittal of data for the first manufacturer listed as well as the data for the " Equals and/or Substitutions " proposed, shall result in a rejection of the submission and request. Upon receipt of the submission and request, DAS/CS shall notify the Bidder that the request has been received and as soon as possible shall render a decision on such submission and request.
1.12.2	Pre-Bid-Opening Substitution of Materials and Equipment: The Owner will consider requests for equals or substitutions <i>if received fourteen (14) Calendar Days prior</i> to the Bid Opening Due Date , as stated in the Invitation To Bid . The Equal or Substitute Product Request (Form 7001) must be used to submit requests. Download Form 7001 from the DAS Homepage (www.ct.gov/DAS) > Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 7000 Series.
1.12.3	Equals and/or Substitutions Requests Submittal: Requests for Equals or Substitutions shall be submitted to the DAS/CS Project Manager, Architect / Engineer, and Construction Administrator .
1.12.4	Substitution Request Deadline: Any substitution request not complying with requirements will be denied. Substitution requests sent after the Deadline will be denied.
1.12.5	Addendum: An Addendum shall be issued to inform all prospective bidder of any accepted substitution in accordance with our addenda procedures.
1.12.6	Time Extensions: No extensions of time will be allowed for the time period required for consideration of any Substitution or Equal.
1.12.7	Post Contract Award Substitution of Materials and Equipment: All requests for "Equals and Substitutions" after the Award of the Contract shall be made only by the Prime Contractor for materials or systems specified that are no longer available. The requests will not be considered if the product was not purchased in a reasonable time after award, in accordance with Article 15, Materials: Standards of Section 00 72 13 General Conditions .
1.13 Joint Ventures:	
1.13.1	Each entity in a Joint Venture shall submit with the Venture's bid a letter on their respective company letterheads stating: <ul style="list-style-type: none"> · Their agreement to bid as a Joint Venture with the other named Joint Venture, and set forth the name and address of the other Joint Venture(s). · The respective percentage of the project work that would be the responsibility of each of the Joint Ventures.
1.13.2	Prequalification: Each entity in a Joint Venture shall submit its Prequalification Certificate and Update (Bid Statement) . Each entity in a Joint Venture shall be prequalified at the time of the bid and during the entire project construction. Each entity in a Joint Venture shall have the prequalification single project limit , and remaining aggregate capacity balance to meet the value of its respective percentage of the joint proposed bid.
1.13.3	Each entity in a Joint Venture shall submit Section 00 45 14 General Contractor Bidder's Qualification Statement .
1.13.4	Bonding: The Joint Venture shall obtain the required bonding from a surety for the total amount of the contract price.
1.13.5	Insurance: Each entity in a Joint Venture shall have the required insurance coverages and limits to meet the insurance requirements of the contract. The Joint Venture shall provide Builder's Risk insurance .
1.13.6	Bid Submission and Contract Signing: If a Joint Venture submits a bid proposal, it shall be considered to be a proposal by each of the Joint Ventures, jointly and severally, for the performance of the entire contract as a Joint Venture in accordance with the terms and conditions of the contract. Each entity in a Joint Venture is required to sign the contract acknowledging that each Joint Venture shall be jointly and severally liable for the performance of the entire contract.
1.13.7	Certificate of Legal Existence: Each entity in a Joint Venture shall obtain a Certificate of Legal Existence and submit it with the contract documents.
1.14 Procedure for Alleged Violation(s) of Part II Chapter 60 of C.G.S. Bidding and Contracts:	
1.14.1	The Regulations of Connecticut State Agencies establishes a procedure for promptly hearing and ruling on claims alleging a violation or violations of the contract bidding provisions of Part II of Chapter 60 of the Connecticut General Statutes (hereinafter "Chapter 60"). In view of the fact that time is normally of the essence in awarding construction contracts under Chapter 60, the grievance procedures are intended to be quick, informal and conclusive so as to avoid delays which can increase costs and jeopardize the very ability of the State to proceed with needed public works projects.
1.14.2	Download " 6510 Procedure for Alleged Violation(s) " and " 6505 Petition for Alleged Violation(s) " from the DAS Homepage (www.ct.gov/DAS) > Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series > Scroll down to locate documents.

1.15 Labor Market Area:	
1.15.1	All Bidders <i>shall</i> have read C.G.S. §§ 31-52 and 31-52a , as revised. These sections relate to the preference of State citizens and the preference of residents of the labor market area in which the work under the contract is to be done and the penalties for violations thereof.
1.15.2	In order to avoid violations by the contractor and to cooperate with and assist the State in the implementation of the statutory mandates, any bidder awarded a contract with the State shall be required to provide the State with the following information: <ul style="list-style-type: none"> .1 The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut. .2 How long each employee has resided in the labor market area, as established by the State Labor Commissioner, in which the work under the contract is to be done. Labor market areas are indicated on the end of this section. .3 Within thirty (30) days after the start of work, the contractor shall submit a signed statement setting forth the procedures the contractor and its subcontractors have taken to assure that they have sought out qualified residents of the labor market area. Also, the statement shall include information as to how many persons were considered for employment and how many were actually hired. Such procedures will include, but not be limited to, obtaining names of available persons from area Employment Security Offices. .4 In the same manner as Subsection 1.15.2.3 above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.
1.15.3	The contractor shall cooperate with and provide information to the DAS/CS Project Manager or their designee assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
1.15.4	All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.
1.15.5	Pursuant to C.G.S. § 31-52b, as revised: <p style="padding-left: 40px;">"The provisions of C.G.S. § 31-52 and 31-52a shall not apply where the State or any subdivision 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 said sections or regulative procedures pursuant thereto."</p> <p>However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of Administrative Services.</p>
1.15.6	Website Link: For guidance on the CT DOL Labor Market Areas (LMA) go to the CT DOL website http://www.ctdol.state.ct.us/ , under "Program Services", click on "Labor Market information".
1.16 Executive Orders:	
1.16.1	All Executive Orders of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract is subject to the provisions of the following: <ul style="list-style-type: none"> .1 Executive Order No. 3: Governor Thomas J. Meskill, promulgated 06/16/71, concerning labor employment practices; .2 Executive Order No. 17: Governor Thomas J. Meskill promulgated 02/15/73, concerning the listing of employment openings; .3 Executive Order No. 16: Governor John G. Rowland promulgated 08/04/99, concerning violence in the workplace; .4 Executive Order No. 14: Governor M. Jodi Rell, promulgated 04/17/06, concerning procurement of cleaning products and services; and .5 Executive Order No. 49: Governor Dannel P. Malloy, promulgated 05/22/15, concerning the requirement for certain state contractors to disclosure campaign contributions to candidates for statewide public office or The General Assembly and to ensure convenient public access to information related to gifts and campaign contribution disclosure affidavits by state contractors.
1.16.2	All Executive Orders are available for download from the State of Connecticut website. Go to www.ct.gov , click on "Governor Ned Lamont" and scroll down to "Executive Orders".
1.17 Retaliation For Disclosure of Information:	
1.17.1	Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of C.G.S. § 4-61dd (a) , the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.
1.17.2	Each large state contractor shall post a notice of the provisions of C.G.S. § 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

1.18 Laws of the State of Connecticut:

Forum and Choice of Law. The Bidder agrees that in the event it is awarded a Contract, the Bidder and the State deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Bidder waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

1.19 State's Sovereign Immunity:

Nothing in this Agreement shall be construed as a waiver or limitation upon the **State's sovereign immunity**. To the extent this Section is found to be inconsistent with any other part of this Agreement, this Section shall control. This Section of the Agreement shall survive the completion and/or termination of this Agreement.

2.0 Bid Proposal Form Instructions:

2.1 Bid Proposal Form:

2.1.1 All Bidders shall upload **ALL** pages of **Section 00 41 00 Bid Proposal Form** to BizNet, prior to the date and time of the Bid Opening.

2.2 Threshold Projects:

2.2.1 See **page 1** of the **Bid Proposal Form** to determine if this Project exceeds the **Threshold Limits**.

2.2.2 If this Project exceeds Threshold Limits, **all Bidders** shall list their Firm's **Major Contractor Registration License Number** in the **Bid Proposal Form**.

2.2.3 The **Apparent Low Bidder** shall also provide the Subcontractor(s) **Major Contractor Registration License** number(s) to the DAS/CS Office of Legal Affairs, Policy, and Procurement within **ten (10) business days after** receipt of the Letter of Intent from DAS/CS.

2.2.4 Summary of Registration Requirements for Major Contractors: Any person engaged in the business of construction, structural repair, structural alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in **C.G.S §29-276b**, or any person who, under the direction of a general contractor, performs or offers to perform any work that impacts upon the structural integrity of a structure or addition, including repair, alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits shall engage in or offer to perform the work of a Major Contractor unless such person has first obtained a license or certificate of registration from the Connecticut Department of Consumer Protection (DCP). Individuals must be licensed under the requirements of **C.G.S §20-341gg "Registration of Major Contractors"**. DCP shall issue a certificate of registration to any person who is prequalified pursuant to section 4a-100 who applies for registration in accordance with this section.

2.2.5 The Bidder and all Subcontractors that engage in work that impacts upon the structural integrity of a structure or addition must register as a **Major Contractor** with DCP and obtain a **Major Contractor License** issued by DCP **PRIOR** to the date and time of the Bid Opening for this Project.

2.2.6 For further information go to the DCP Website: www.ct.gov/dcp.

2.3 Proposed Lump Sum Base Bid, Allowances, and Contingent Work:

2.3.1 The proposed **Lump Sum Base Bid** shall be set forth in the space **provided on Section 00 41 00 Bid Proposal Form**.

2.3.2 The **Proposed Lump Sum Base Bid** shall *include* all **Allowances**, all work indicated on the drawings and/or described in the specifications *except* for **Contingent Work**. See the **Bid Proposal Form, Section 01 20 00 Contract Considerations, and Section 01 23 13 Supplemental Bids** of Division 01 General Requirements for details regarding **Contingent Work**.

2.3.3 "**Contingent Work**" includes **Unit Prices** (for Earth and Rock Excavation, Environmental Remediation, and/or Hazardous Building Materials Abatement) and **Supplemental Bids**. See **Section 01 20 00 Contract Considerations** and **Section 01 23 13 Supplemental Bids**, respectively, for applicability.

2.3.4 The **Proposed Lump Sum Base Bid** shall be shown in *both numerical figures* and "**printed**" words **dollar amount**. In the event of any discrepancy the "**printed**" words **dollar amount** shall govern.

2.4 Addenda and Interpretations:	
2.4.1	The Number of Addenda issued by the State of Connecticut shall be set forth in the space provided on the Bid Proposal Form . It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.
2.4.2	Addenda , if issued, will be posted on the State Contracting Portal.
2.4.3	Failure to acknowledge all Addenda in the space provided in the Bid Proposal Form shall be cause for rejection of the bid.
2.4.4	Attaching Addenda to the Bid Proposal Form does not constitute an acknowledgement of all Addenda and does not relieve the Bidder from the requirement for the Bidder to acknowledge all Addenda in the space provided on the Bid Proposal Form.
2.4.5	No interpretations of the meaning of the plans, specifications or other contract documents will be made orally at any time. Every request for such interpretation shall be in writing to the awarding authority and to be given consideration shall be received at least fourteen (14) Calendar Days <i>prior</i> to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, if issued, will be posted on the State Contracting Portal.
2.4.6	Contractors who have subscribed through BizNet to receive daily e-mail alert notices when new Bids/RFPs are issued will be notified via a daily CT DAS " Connecticut Procurement Portal Daily Notice ".
2.5 Bidder's Qualification Statement and Objective Criteria for Evaluating Bidders:	
2.5.1	All Bidders shall download, complete, and upload Section 00 45 14 General Contractor Bidder's Qualification Statement to BizNet prior to the date and time of the Bid Opening. See BizNet for a template. This information shall be considered as part of the Bid Proposal Form . Failure of a Bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the bid.
2.5.2	All Bidders shall comply with Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders . The Objective Criteria Established for Evaluating Qualifications of Bidders are to assure that the State of Connecticut will secure the "lowest responsible and qualified bidder" who has the ability and capacity to successfully complete the Bid Proposal Form and the Work. Failure to comply with any portion of this requirement may cause rejection of the bid. Note: Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that <i>exceed</i> those in Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders .
2.6 Bidder's Prequalification Requirements for Projects exceeding \$500,000:	
2.6.1	All Bidders for Projects with estimated Construction Costs greater than \$500,000 shall upload a current copy of their " DAS Prequalification Certificate " and " DAS Update (Bid) Statement " for the applicable Class of Work on page 1 of Section 00 11 16 Invitation to Bid to Biznet <i>prior</i> to the date and time of the Bid Opening.
2.6.2	Pursuant to C.G.S. § 4b-91(a)(2) and C.G.S. §4a-100 , as revised, every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state that is estimated to exceed five hundred thousand dollars (\$500,000) shall be awarded only to the lowest responsible and qualified Bidder who is " prequalified " by DAS in the Class of Work for this Project , as specified in Section 00 11 16 Invitation to Bid . No person who's Contract or Subcontract exceeds \$500,000 in value may perform work as a Contractor or Subcontractor, unless the person is prequalified , <i>at the time of bid submission</i> , in accordance with C.G.S. § 4a-100 , as amended, C.G.S. § 4b-91(a)(2) , and C.G.S. §4b-91 (j) . "Prequalified" includes the contractor's or substantial subcontractor's prequalification classifications, aggregate work capacity ratings and single project limits.
2.6.3	The State may waive minor irregularities that otherwise may cause rejection of a Bid only when waiving such minor irregularities is in the best interests of the State and the minor irregularities have been corrected by the Bidder within seven (7) Calendar Days after the Bid Due Date. Failure to properly <u>complete</u> , <u>sign</u> and <u>upload</u> either the " DAS Prequalification Certificate " or " DAS Update (Bid) Statement " to Biznet prior to the date and time of the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95 .
2.6.4	See Section 00 40 15 CT DAS Prequalification Forms for instructions on preparing and/or downloading your Firm's " DAS Contractor Prequalification Certificate " and " DAS Update (Bid) Statement ".
2.6.5	Bidder's Certification: Within ten (10) business days after receipt of the Letter of Intent from DAS/CS, the Apparent Low Bidder shall submit a Bidder's Certification certifying that the information in the bid is true, that there has been no substantial change in the Bidder's financial position or corporate structure since its most recent DAS Prequalification Certificate and DAS Update (Bid) Statement and that the bid was made without fraud or collusion with any person. See Section 00 92 10 Additional Forms of this Project Manual for a sample form.

2.7 Named Subcontractor Requirements:	
2.7.1	All Bid Proposals shall be for the complete work as specified and shall include the names of any Subcontractors for the four (4) Classes of Work specified in C.G.S. § 4b-93(a) , as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection, together with the dollar amounts of their subcontracts. The contractor shall be selected on the basis of such bids.
2.7.2	The Named Subcontractor Bid Price shall be the price set forth in the space provided on the Bid Proposal Form .
2.7.3	No bid shall be rejected because of an error in setting forth the Name of a Subcontractor as long as the Subcontractor or Subcontractors designated are clearly identifiable.
2.7.4	No bid shall be rejected because the Named Subcontractor's plans and specifications do not accompany the bid or are not submitted with the bid.
2.7.5	Failure to correctly state a Named Subcontractor's price on the Bid Proposal Form shall be cause for rejection of the Bid.
2.7.6	Named Subcontractor Replacement: The awarding authority may require the Bidder to replace a Named Subcontractor whenever the awarding authority determines in their sole discretion that such replacement is in the best interest of the State .
2.7.7	Named Subcontractor Substitution:
.1	The awarding authority shall not permit substitution of a subcontractor for one Named in accordance with the provisions of C.G.S. § 4b-95 , as revised, except for " Good Cause ".
.2	The awarding authority shall not permit substitution of a subcontractor for any designated sub-trade work bid to be performed by the Bidder's own forces in accordance with the provisions of C.G.S. § 4b-95 except for " Good Cause ".
.3	"Good Cause": The term "good cause" includes but is not limited to, a subcontractor's or, where appropriate, a Bidder's: (1) death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; and (7) failure to perform its agreement to execute a subcontract under C.G.S. § 4b-96, as revised.
2.7.8	Named Subcontractor DAS Prequalification Requirement for Subcontracts exceeding \$500,000:
.1	The Three (3) Apparent Lowest Bidders shall receive <i>VIA EMAIL</i> a "Set-Aside Contractor Schedule Request" ("Request") from the DAS/CS Office of Legal Affairs, Policy, and Procurement. For Subcontracts greater than \$500,000 , the Three (3) Apparent Lowest Bidders shall submit within ten (10) Calendar Days after receipt of the Request current DAS Prequalification Certificate(s) and Update (Bid) Statement(s) for each Named Subcontractor in Table 2.7 of the Bid Proposal Form , to the extent the Class of Work for the Named Subcontractor is a Prequalification Classification . This information shall be considered as part of the Bid Proposal Form and failure to comply with any portion of this requirement may cause rejection of the bid.
.2	Instructions for downloading " DAS Contractor Prequalification Certificates " and " DAS Update (Bid) Statement " can be found in Section 00 40 15 CT DAS Prequalification Forms .
.3	In accordance C.G.S. §4b-91 (j) , no person whose subcontract <i>exceeds</i> five hundred thousand dollars in value may perform work as a subcontractor on a project, which project is estimated to cost more than five hundred thousand dollars and is paid for, in whole or in part, with state funds, <i>unless, at the time of bid submission</i> , the person is prequalified in accordance with C.G.S. §4a-100 , as amended. "Prequalified" includes the contractor's or substantial subcontractor's prequalification classifications, aggregate work capacity ratings and single project limits. For Subcontracts estimated to exceed \$500,000 , the Named Subcontractor must be " prequalified " by DAS in the Class of Work specified in Table 2.7 of Section 00 41 00 Bid Proposal Form <i>at the time of bid submission</i> , pursuant to C.G.S. §4b-91(j) and C.G.S. § 4a-100 , as amended. This requirement also applies to the Bidder, if the Bidder is a Named Subcontractor.
2.7.9	Named Subcontractor Bidder's Qualification Statements (Section 00 45 17)
.1	The Three (3) Apparent Lowest Bidders shall receive <i>VIA EMAIL</i> a "Set-Aside Contractor Schedule Request" ("Request") from the DAS/CS Office of Legal Affairs, Policy, and Procurement. For Projects with estimated Construction Costs greater than \$500,000 , the Three (3) Apparent Lowest Bidders shall submit within ten (10) Calendar Days after receipt of the Request completed Section 00 45 17 Named Subcontractor Bidder's Qualification Statement(s) of this Project Manual for each Named Subcontractor in Table 2.7 of the Bid Proposal Form . This information shall be considered as part of the Bid Proposal Form and failure to comply with any portion of this requirement may cause rejection of the bid.
.2	Important Note: Individual Technical Specification Sections may contain qualification requirements that exceed those from Section 00 45 17 Named Subcontractor Bidder's Qualification Statement .

2.7 Named Subcontractor Requirements (continued):	
2.7.10 Bidder Performing Work as Named Subcontractor:	
.1	In accordance with C.G.S. § 4b-95(c) , it shall be presumed that the Bidder intends to perform, with its own employees, all work in such four (4) Classes of Work and such other classes, for which no Subcontractor is named in Table 2.7 of the Bid Proposal Form . In accordance with C.G.S. § 4b-92 , as revised, the Bidder's qualifications for performing such work shall be subject to review.
.2	If the Bidder has listed itself as a Named Subcontractor(s) for a Class(es) of Work in Table 2.7 of the Bid Proposal Form and the proposed dollar value of the Subcontract(s) is greater than \$500,000, then to the extent the Class(es) of Work is a Prequalification Classification , the Bidder shall provide a current DAS Prequalification Certificate and Update (Bid) Statement for each of the applicable Class(es) of Work within ten (10) Calendar Days after receipt of the "Set-Aside Contractor Schedule Request" from DAS/CS.
2.8 Set-Aside Requirements:	
2.8.1 Bidder's DAS Set-Aside Certificate For Projects With Construction Costs Estimated To Be Less Than \$500,000: All Small Business Enterprise (SBE) / Minority Business Enterprise (MBE) Bidders	shall upload a copy of their Firm's current "DAS Set-Aside Certificate" to BizNet prior to the date and time of the Bid Opening.
2.8.2 Bidder Contract Compliance Monitoring Report For Projects With Construction Costs Estimated To Be Less Than \$500,000:	All Firm's shall upload a completed copy of the CHRO Employment Information Form, " Bidder Contract Compliance Monitoring Report " <i>with</i> their Bid Proposal Form prior to the date and time of the Bid Opening. The report is posted on the CHRO Webpage : http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr= #45679 .
2.8.3 All Bidders shall be required	to award not less than the percentage(s) stated on page 1 of Section 00 41 00 Bid Proposal Form to Subcontractors who are currently certified and eligible to participate under the State of Connecticut Set-Aside Program for SBE and/or MBE contractors, in accordance with C.G.S. § 4a-60g. Failure to meet these requirements shall cause rejection of the bid. The MBE participation does count as part of the SBE participation.
2.8.4 Set-Aside Contractor Schedule Request:	The SBE/MBE participation requirement <i>must be met</i> even if the Bidder is <i>certified</i> and <i>eligible</i> to participate in the Small Business Set-Aside Program . To facilitate compliance with this requirement for set-aside subcontractors, the Three (3) Apparent Lowest Bidders shall receive VIA EMAIL a "Set-Aside Contractor Schedule Request" ("Request") from the DAS/CS Office of Legal Affairs, Policy, and Procurement. As directed in the Request, the Three (3) Apparent Lowest Bidders shall submit within ten (10) Calendar Days after receipt of the Request, a list of certified set-aside contractors to be used on this project along with the dollar amounts to be paid to each. (See Section 00 73 27 Set-Aside Contractor Schedule for a sample Request.) A copy of the current DAS Set-Aside Certificate for each Subcontracted SBE and/or MBE firm(s) listed in the " Set-Aside Contractor Schedule " must be attached to the Request. This information will be considered as part of your Bid Proposal Form and failure to comply with any portion of this requirement within the ten (10) days, including but not limited to failure to list or meet the necessary dollar amount or percentage of the bid price, will be cause to reject your bid.
2.8.5 Percentage of Work Performed by SBE/MBE Contractors and Subcontractors:	The percentage of the work performed by the SBE/MBE Contractors and Subcontractors on this project shall not be less than the percentage noted in Subsection 5.1 Amount of Work Required to Be Done by "Set-Aside" Contractors of Section 00 73 38 Commission on Human Rights (CHRO) Contract Compliance Regulations .
2.8.6 To view and/or download a Set-Aside Certificate:	Go to the DAS Homepage (www.ct.gov/DAS) > Small and Minority Businesses > Apply for Small Business Enterprise or Minority Business Enterprise Certification (SBE or MBE) > View/Search SBE/MBE Directory.
2.9 Insurance Coverages:	
2.9.1	The Insurance coverages required for this project shall be those listed in Article 35 Contractors Insurance of Section 00 73 13 General Conditions of this Project Manual. See Section 00 41 00 Bid Proposal Form and Section 00 62 16 Certificate of Insurance of this Project Manual for additional details.
2.9.2	The Apparent Low Bidder shall submit the Firm's Certificate of Liability Insurance Acord® form within ten (10) business days after receipt of the Letter of Intent from DAS/CS.

3.0 All Other Required Bid Documents, Affidavits, and Certifications:

3.1 Affidavits and Certifications:

Important Note: *The State may waive minor irregularities that otherwise may cause rejection of a Bid only when waiving such minor irregularities is in the best interests of the State and the minor irregularities have been corrected by the Bidder within seven (7) Calendar Days after the Bid Due Date. Failure to properly complete, sign and upload **all** of the following Affidavits and Certifications to Biznet prior to the date and time of the Bid Opening **shall** cause **rejection** of the bid and shall **not** be considered a minor irregularity under C.G.S. § 4b-95.*

3.1.1 Gift and Campaign Contribution Certification – OPM Ethics Form 1: All Bidders

- .1 All Bidders:** In accordance with Executive Order No. 49, and pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2), as revised, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **\$50,000** or more, shall be required to upload to BizNet a **Gift and Campaign Contribution Certification** prior to the date and time of the Bid Opening.
- .2** Any bidder or proposer that **does not** upload the **Gift and Campaign Contribution Certification** to BizNet prior to the date and time of the Bid Opening as required under this section shall be **disqualified** and DAS shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals. Failure to upload this form to BizNet **prior** to the date and time of the Bid Opening shall not be considered a minor irregularity under CGS 4b-95.
- .3** Once uploaded, an updated **Gift and Campaign Contribution Certification** shall be uploaded within **30 days** of any changes to the submitted information.
- .4** **Annually**, on or within **two (2)** weeks of the **anniversary** date of the execution of this contract, the Contractor shall upload a completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the DAS Commissioner signs the contract.

3.1.2 Consulting Agreement Affidavit – OPM Ethics Form 5: All Bidders

- .1 All Bidders:** Pursuant to C.G.S. §§ 4a -81a and 4a -81b, as revised, a **Consulting Agreement Affidavit** must be completed and uploaded to BizNet prior to the date and time of the Bid Opening for contracts with a value of **\$50,000** or more.
- .2** In the event that a Bidder or vendor fails or refuses to upload the **Consulting Agreement Affidavit** to BizNet prior to the date and time of the Bid Opening, as required under C.G.S. § 4a-81, 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. Failure to upload this form to BizNet **prior** to the date and time of the Bid Opening shall not be considered a minor irregularity under CGS 4b-95.
- .3** Once uploaded, an updated **Consulting Agreement Affidavit** **shall** be amended and uploaded not later than (1) **thirty (30) days** after the effective date of any such change or (2) upon the submittal of any new bid or proposal, whichever is earlier. For the purposes of this paragraph, the **execution date** of the contract will be the date the DAS Commissioner signs the contract.
- .4** Other Contributions by Individuals. Principals of Investment Services Firms, State Contractors, Principals Of State Contractors, Prospective State Contractors Or Principals Of Prospective State Contractors. Lists. Subcontracts Study. State Officials or Employees: All acquisitions, agreements and contracts are subject to the provisions of the C.G.S. § 9-612 regarding **Campaign Contribution or Contributions**.

3.1 Affidavits and Certifications Forms (continued):

3.1.3 Ethics Affidavit – OPM Ethics Form 6: All Bidders and Apparent Low Bidder

- .1 **All Bidders:** Pursuant to C.G.S. §§ 1-101mm and 1-101qq, as revised, when DAS/CS is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, DAS shall inform all potential consultant and contractor firms of the summary of state ethics laws developed by the Office of State Ethics (OSE) pursuant to C.G.S. § 1-81b. “Large State Contract” means an agreement or a combination or series of agreements between a state agency and a person, firm or corporation, having a total value of more than **\$500,000** in a calendar or fiscal year a project for the construction, alteration or repair of any public building or public work. For a **Guide to the Code of Ethics For Current or Potential State Contractors** go to the Office of State Ethics (OSE) website (www.ct.gov/ethics), then click on the “**Publications**” link.
- .2 **All Bidders:** Pursuant to C.G.S. § 1-101qq, as revised, DAS is also required to notify all potential consultant and contractor firms or a large state construction or procurement contract that they must upload an **Affirmation of Receipt of State Ethics Laws Summary** to BizNet prior to the date and time of the Bid Opening affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law.
- .3 Failure to upload this affidavit to BizNet prior to the date and time of the Bid Opening **shall** result in **rejection** of the bid and shall not be considered a minor irregularity under CGS 4b-95.
- .4 **Apparent Low Bidder:** Furthermore, the **Apparent Low Bidder** shall provide the **Summary of the State Ethics Laws** to each **Named Subcontractor** and any other **Subcontractor** or **Subconsultant** with a contract valued over **\$500,000** and obtain a **Subcontractor and Subconsultant State Ethics Affidavit** stating that the key personnel of the subcontractor have read, understand, and agree to comply with provisions of the state ethics laws. The **Apparent Low Bidder** shall submit such subcontractor(s) affidavits to the DAS/CS Office of Legal Affairs, Policy, and Procurement within **ten (10) business days** after receipt of the Letter of Intent from DAS/CS.

3.1.4 Iran Certification – OPM Ethics Form 7: All Bidders

- .1 **All Bidders:** Pursuant to C.G.S. § 4-252a, when DAS/CS is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, an **Iran Certification** must be completed and uploaded to BizNet **prior to the date and time of the Bid Opening**.
- .2 Pursuant to C.G.S. § 4-252a, *“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.”*

3.1.5 Nondiscrimination Certification – Form A, B, C, D, or E: All Bidders

- .1 **All Bidders:** Pursuant to C.G.S. §§ 4a-60 and 4a-60a, as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of any contract with the State. A **Nondiscrimination Certification** is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be uploaded to BizNet prior to the date and time of the Bid Opening.
- .2 Once uploaded, an updated **Nondiscrimination Certification** shall be uploaded within **30 days** of any changes to the submitted information.
- .3 **Annually**, on or within **two (2)** weeks of the **anniversary** date of the execution of this contract, the Contractor shall upload a completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the DAS Commissioner signs the contract.

- 3.1.6 For instructions on how to electronically download and upload **Affidavits and Non-Discrimination Forms**, go to the DAS Homepage (www.ct.gov/DAS) > Doing Business with the State > Create a BizNet Account for Doing Business with the State > Documents/Forms > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online.

3.2 Security For Faithful Performance:	
3.2.1 Certified Check or Bid Bond: All Bidders	
.1	All Bidders for bids in excess of \$50,000 shall submit either a Certified Check or a Bid Bond , in the form required by the awarding authority. See Section 00 43 16 Standard Bid Bond in BizNet for a template and important instructions regarding submitting the Bid Bond or Certified Check. Complete and upload Section 00 43 16 Standard Bid Bond to Biznet prior to the date and time of the Bid Opening for either the Bid Bond option or the Certified Check option.
.2	Certified Check Option: The Certified Check shall be drawn to the order of “ Treasurer, State of Connecticut ”, in which it is understood shall be cashed and the proceeds thereof used so far as may be necessary to reimburse the State of Connecticut for losses and damages arising by virtue of the Bidder’s failure to file the required Bonds and execute the required contract if this proposal is accepted by the Awarding Authority.
.3	Bid Bond Option: The Bid Bond shall be in the form required by the awarding authority, having as surety thereto such surety company or companies acceptable to the DAS Commissioner and as are authorized to do business in this State, for an amount not less than 10 percent of the bid.
.4	Return of Certified Check: All checks submitted by unsuccessful Bidders shall be returned to them <i>after</i> the contract has been awarded.
.5	Failure to submit the Bid Bond or Certified Check prior to the date and time of the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under CGS 4b-95.
.6	Forfeiture of Certified Check or Bid Bond: Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the forfeiture of the certified check or bid bond.
3.2.2	Performance Bond: Apparent Low Bidder: Within ten (10) business days after receipt of the Letter of Intent from DAS/CS, the Apparent Low Bidder shall substitute for the certified check or bid bond accompanying its bid an executed performance bond , in the amount not less than 100 percent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State. This bond is to be furnished pursuant to C.G.S. § 49-41 , as revised. See Section 00 92 10 Additional Forms of this Project Manual for a template.
3.2.3	Labor and Material Bond: Apparent Low Bidder: Within ten (10) business days after receipt of the Letter of Intent from DAS/CS, the Apparent Low Bidder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful Bidder. This bond is to be furnished pursuant to C.G.S. § 49-41 , as revised. See Section 00 92 10 Additional Forms of this Project Manual for a template.
3.2.4	The following section of the General Statutes of Connecticut, as revised, is inserted as information concerning this bond and will be incorporated into the Contract for the Work: C.G.S. § 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors. (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the State or a municipality; (2) a requirement that the general contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor. (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney’s fees of such party. (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor. (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.
3.2.5	Surety Sheet: Apparent Low Bidder: Within ten (10) business days after receipt of the Letter of Intent from DAS/CS, the Apparent Low Bidder shall submit a Surety Sheet that provides information regarding the Surety Company and Agent. See Section 00 92 10 Additional Forms of this Project Manual for a template.

3.3 Certificate (of Authority):	
3.3.1	All Bidders for bids in excess of \$50,000 shall upload a signed and scanned Section 00 40 14 Certificate (of Authority) to BizNet prior to the date and time of the Bid Opening. See BizNet for a template.
3.3.2	The Apparent Low Bidder shall submit a second Certificate (of Authority) within ten (10) business days after receipt of the Letter of Intent from DAS/CS.
3.4 Security Requirements for CT Department of Correction (CT DOC) Facilities:	
3.4.1	All Bidders for Projects at a CT DOC Facility shall read and comply with Section 00 73 63 CT DOC Security Requirements for Contract Forces on CT DOC Facilities.
3.4.2	NEW: All Bidders for Projects at a CT DOC Facility: Prior to the Pre-Bid Meeting, all Bidders shall download the “ Security Background Questionnaire ” from the CT DOC website (www.ct.gov/doc , under “Forms”), complete and submit the form as directed, and obtain approval, otherwise admission to the Pre-Bid Meeting will be denied . It is recommended that the approved form be brought as evidence of approval to attend the Pre-Bid Meeting.
3.5 Affirmative Action Plan & Employment Information Form (DAS-45): Apparent Low Bidder	
3.5.1	For Projects greater than \$500,000 and/or Firms with 50 or more employees, the Apparent Low Bidder shall submit the Firm’s Affirmative Action Plan and Employment Information Form (DAS-45) to CHRO within fifteen (15) calendar days after receipt of the “Request for the <i>Affirmative Action Plan</i> and <i>Employment Information Form</i> Letter” from DAS/CS. See Section 00 73 38 Commission on Human Rights and Opportunities/ Contract Compliance Regulations .
3.5.2	The Apparent Low Bidder shall submit a copy of the Transmittal Letter to the DAS/CS Office of Legal Affairs, Policy, and Procurement within fifteen (15) calendar days after receipt of the “Request for the <i>Affirmative Action Plan</i> and <i>Employment Information Form</i> Letter” from DAS/CS.
3.6 Prevailing Wage: Apparent Low Bidder	
3.6.1	The Apparent Low Bidder shall submit the “ Contractor’s Wage Certification Form ” to CT Department of Labor (CT DOL) within fifteen (15) calendar days after receipt of the “Request for the <i>Affirmative Action Plan</i> and <i>Employment Information Form</i> Letter” from DAS/CS. See Section 00 73 44 Prevailing Wage Rates/Contractor’s Wage Certification/Payroll Certification of this Project Manual.
3.6.2	Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of C.G.S. § 31-53, as revised . See Section 00 73 44 Prevailing Wage Rates/Contractor’s Wage Certification/Payroll Certification of this Project Manual.
3.6.3	Annual Adjustment Of Prevailing Wage Rates: In determining bid price, consideration should be given to C.G.S. § 31-53 and 31-55a, as revised , regarding annual adjustment of prevailing wage rates . Annual adjustments of prevailing wage rates will not be considered a matter for a contract amendment.
3.7 NEW PROCESS: General Permit for the Discharge of Stormwater & Dewatering Wastewaters from Construction Activities: Apparent Low Bidder	
3.7.1	All DAS/CS construction projects disturbing one or more total acres of land area on a site regardless of project phasing must file a Department of Energy and Environmental Protection (DEEP) General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (DEEP-WPED-GP-015) (“Construction Stormwater General Permit”) registration and Stormwater Pollution Control Plan (SPCP) with the DEEP. The DAS/CS Architect/Engineer (A/E) shall be responsible for registering the Construction Stormwater General Permit and SPCP through the online DEEP ezFile Portal prior to bidding.
3.7.2	Once the Apparent Low Bidder is under contract with DAS/CS, and prior to the commencement of any construction activities, the Apparent Low Bidder (“Contractor”) shall be required to provide the necessary information from all applicable contractors and/or subcontractors working on the Project to the DAS/CS A/E in order to finalize the SPCP and transfer the Construction Stormwater General Permit obligations to the Contractor.
3.7.3	All Contractors and Subcontractors listed on the SPCP shall be required to sign the SPCP “Contractor Certification Statement” and License Transfer Form prior to commencement of any construction activity.

3.8 Section 00 52 73 Subcontract Agreement Forms: Apparent Low Bidder

3.8.1 The **Apparent Low Bidder** shall submit a completed **Section 00 52 73 Subcontract Agreement Form** of this Project Manual for *each* Named Subcontractor within **ten (10) Business Days** after receipt of the "Letter of Intent" from DAS/CS. This information *shall* be considered as part of the **Bid Proposal Form** and failure to comply with any portion of this requirement *may* cause **rejection** of the bid.

3.8.2 Each **Named Subcontractor** shall be the matter of a **Subcontract** as required by **C.G.S. § 4b-96**.

3.9 Non-Resident Contractors and Taxation: Apparent Low Bidder

3.9.1 **Nonresident contractors** must comply with the **provisions C.G.S. § 12-430 (7), Procedures for Nonresident Contractors**, and the regulations established pursuant to that section. See **Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors** of this Project Manual for additional details.

3.9.2 **Apparent Low Bidder who is a Nonresident Contractor:** Within **ten (10) business days after** receipt of the "**Letter of Intent**" from DAS/CS, a certificate(s) from DRS must be provided which evidences that C.G.S. §12-430 for non-resident contractors has been met. As described in Section 00 92 30 "Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors", **Verified Nonresident** General/Prime Contractors must submit a copy of their "**Notice of Verified Status**" (Verification Letter) from DRS. **Unverified Nonresident** General/Prime Contractors must submit a copy of **Form AU-965 "Acceptance of Surety Bond"** from DRS.

3.10 Certificate of Legal Existence: Apparent Low Bidder

3.10.1 A **corporation** that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the **Secretary of the State**. A "**Certificate of Legal Existence**" which is not older than **ninety (90) calendar days** from the date of the contract signing must be filed with the DAS/CS Office of Legal Affairs, Policy, and Procurement within **ten (10) business days after** receipt of the "Letter of Intent" from DAS/CS.

3.11 State Election Enforcement Commission (SEEC) Form 10: Apparent Low Bidder

3.11.1 The **Apparent Low Bidder** shall submit a **State Election Enforcement Commission's (SEEC) Form 10** "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" within **ten (10) business days after** receipt of the "Letter of Intent" from DAS/CS for contracts with a value of \$50,000 or more.

3.11.2 Pursuant to C.G.S. § 9-612, as revised, a State Contract means an agreement or contract with the state or any state agency or any quasi-public agency 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, the **authorized signatory** to this **submission** in response to the State's solicitation expressly **acknowledges receipt** of, and must submit **in writing**, the **SEEC Form 10 notice** advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the **notice**.

3.11.3 For instructions on how to download "**SEEC Form 10**", go to the SEEC Homepage (www.ct.gov/seec); click on "Forms" at the top of the page; click on "Contractor Reporting Forms"; click on "SEEC Form 10" and follow the directions.

3.12 OSHA Training Course: Successful Bidder

3.12.1 Pursuant to **C.G.S. §. 31-53b (a)**, as revised, each contract entered into for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least **one hundred thousand dollars (\$100,000)**, shall contain a provision requiring that, not later than **thirty (30) days** after the date such contract is awarded, **each contractor furnish proof to the Labor Commissioner** that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a **course** of at least **ten (10) hours** in duration in **construction safety and health** approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least **ten (10) hours** of training in accordance with 29 CFR 1910.268.

3.13 NEW PROCESS: Contractor and Subcontractor Payments Reporting: Successful Bidder

3.13.1 For compliance with **C.G.S. §. 4b-95 and 49-41**, DAS/CS requires every Contractor (and its Subcontractors) who has been awarded a DAS/CS construction contract to log on to the State of Connecticut web-based platform, BizNet, **each month and enter payments** they have received from the state, from the Contractor, or from a higher tier Subcontractor (as applicable).

The process is described as follows: The state will pay the Contractor on a monthly basis for work performed (and purchases made) by it and its Subcontractors. The Contractor will input the payment date and amount they receive from the state on a monthly basis. The Contractor's first-level Subcontractor (Tier 1 Subcontractor) will input the payment they receive from the Contractor. The second-level Subcontractor (Tier 2 Subcontractor) will input the payment they receive from the Tier 1 Subcontractor. And so on.

Contractors awarded a DAS/CS construction contract shall contain a **provision in their subcontract agreements** requiring their Subcontractors to enter payment receipt from the Contractor in the State of Connecticut web-based platform, BizNet, for work performed or purchases made in relation to state projects.

Detailed instructions can be found in the DAS/CS publication, "**6002 Instructions to Contractors/Subcontractors for Entering Payments in BizNet**", available for download by going to the DAS Homepage (www.ct.gov/DAS) and selecting Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series.

4.0 Nondiscrimination and Affirmative Action

This contract is subject to Federal and state laws, including Title VII of the 1964 Civil Rights Act, 42 U.S.C. § 2000e-2(a)(1), and the Connecticut Fair Employment Practices Act, C.G.S. §46a-60 et seq., prohibit various forms of discrimination and illegal harassment in employment.

4.1 Nondiscrimination and Affirmative Action Provisions:

4.1.1 This section is inserted in connection with C.G.S. § 4a-60, as revised.

4.1.2 References in this section to "contract" **shall** mean this Contract and references to "contractor" **shall** mean the Contractor/Bidder.

4.1.3 C.G.S. § 4a-60, as revised:

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) The contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; and
 - (5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

- (c) (1) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at less than fifty thousand dollars for each year of the contract shall provide the state or such political subdivision of the state with a written or electronic representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section, provided if there is any change in such representation, the contractor shall provide the updated representation to the state or such political subdivision not later than thirty days after such change.
- (2) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at fifty thousand dollars or more for any year of the contract shall provide the state or such political subdivision of the state with any one of the following:
- (A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;
- (B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or
- (C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.
- (3) Neither the state nor any political subdivision shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the state or a political subdivision of the state, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the state or political subdivision, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the state or political subdivision is current and accurate.
- (d) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in section 1-120, (3) any other state, as defined in section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in subparagraph (1), (2), (3), (4) or (5) of this subsection.
- (e) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (f) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

4.2 Nondiscrimination Provisions Regarding Sexual Orientation:

4.2.1 This section is inserted in connection with C.G.S. § 4a-60a, as revised.

4.2.2 References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor/Bidder.

4.2.3 C.G.S. § 4a-60a, as revised:

- (a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (3) The contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and
 - (4) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (b) (1) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at less than fifty thousand dollars for each year of the contract shall provide the state or such political subdivision of the state with a written representation that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section.
- (2) Any contractor who has one or more contracts with the state or a political subdivision of the state that is valued at fifty thousand dollars or more for any year of the contract shall provide the state or such political subdivision of the state with any of the following:
- (A) Documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor that complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section;
 - (B) Documentation in the form of a company or corporate policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of such contractor if (i) the prior resolution is certified by a duly authorized corporate officer of such contractor to be in effect on the date the documentation is submitted, and (ii) the head of the agency of the state or such political subdivision, or a designee, certifies that the prior resolution complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section; or
 - (C) Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson or other corporate officer duly authorized to adopt company or corporate policy that certifies that the company or corporate policy of the contractor complies with the nondiscrimination agreement and warranty under subdivision (1) of subsection (a) of this section and is in effect on the date the affidavit is signed.
- (3) Neither the state nor any political subdivision shall award a contract to a contractor who has not provided the representation or documentation required under subdivisions (1) and (2) of this subsection, as applicable. After the initial submission of such representation or documentation, the contractor shall not be required to resubmit such representation or documentation unless there is a change in the information contained in such representation or documentation. If there is any change in the information contained in the most recently filed representation or updated documentation, the contractor shall submit an updated representation or documentation, as applicable, either (A) not later than thirty days after the effective date of such change, or (B) upon the execution of a new contract with the state or a political subdivision of the state, whichever is earlier. Such contractor shall also certify, in accordance with subparagraph (B) or (C) of subdivision (2) of this subsection, to the state or political subdivision, not later than fourteen days after the twelve-month anniversary of the most recently filed representation, documentation or updated representation or documentation, that the representation on file with the state or political subdivision is current and accurate.
- 4) For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor. For the purposes of this section, "contract" does not include a contract where each contractor is (A) a political subdivision of the state, including, but not limited to, a municipality, (B) a quasi-public agency, as defined in section 1-120, (C) any other state, as defined in section 1-267, (D) the federal government, (E) a foreign government, or (F) an agency of a subdivision, agency, state or government described in subparagraph (A), (B), (C), (D) or (E) of this subdivision.

(c) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

End of Section
00 21 13 Instructions to Bidders

Pre-Bid Meeting Agenda:

DAS ● Construction Services ● Office of Legal Affairs, Policy, and Procurement

1.0 Pre-Bid Meeting:

1.1 **The Owner will conduct a Pre-Bid Meeting.**
For the Pre-Bid Meeting Date, Time, and Location see Section 00 11 16 Invitation To Bid for this Specific Bid.

1.2 **Attendance:**

1.2.1	General Contractor:	Attendance at the Pre-Bid Meeting is strongly encouraged . At the Pre-Bid Meeting, all prospective bidders shall <i>sign</i> his or her name on the official roster and <i>list</i> the name and address of the company he or she represents.
1.2.2	Subcontractors:	Attendance at the Pre-Bid Meeting is recommended.
1.2.3	Pre-Bid Meeting Sign-in Sheet:	It is strongly encouraged that all attendees sign the Pre-Bid Meeting Sign-in Sheet .

1.3 **Site/Facility Visit or Walkthrough:** Please **do not** make any Site/Facility Visits without notifying the DAS/CS Project Manager prior to your visit.

- | | |
|--------------|--|
| 1.3.1 | <input checked="" type="checkbox"/> A Site/Facility Visit or Walkthrough is scheduled for the Pre-Bid Meeting |
| 1.3.2 | <input type="checkbox"/> A Site/Facility Visit or Walkthrough is <u>NOT</u> scheduled for the Pre-Bid Meeting |

1.4 **Bidder Questions:**

1.4.1 Submit **written** questions to be discussed at the **Pre-Bid Meeting** a **minimum of two (2) Calendar Days prior** to **Pre-Bid Meeting date**. See the **Invitation to Bid** for instructions on submitting questions.

IMPORTANT NOTE: In accordance with DAS Regulations, **no** participants in any Selection, Proposal, or Bidding process, including User Agency representative(s), shall communicate with any potential Offeror prior to, during, or upon conclusion of the entire Selection, Proposal, or Bidding procedure, with the exception of information necessary to complete the administrative steps of the Selection process.

2.0 Pre-Bid Meeting Agenda:

The Pre-Bid Meeting Agenda will include a review of topics, **as applicable to the Project**, which may affect proper preparation and submittal of bids, including, but not limited to, the following:

2.1 **Introduction of Participants:**

2.1.1	Architect/Engineer: Christopher Williams Architects
2.1.2	CA: TBD
2.1.3	DAS Representative: Rahul Abraham
2.1.4	Agency Representative: Peter Visentin

2.0 Pre-Bid Meeting Agenda (continued):

2.2	Project Summary:
2.2.1	Summary of Work: See General Requirements Section 01 11 00
2.2.2	Temporary Facilities and Controls: See General Requirements Section 01 50 00
2.2.3	Work Sequence: See General Requirements Section 01 11 00
2.2.4	Contractor Use of Premises: See General Requirements Section 01 11 00
2.2.5	Project Schedule
2.2.6	Contract Time
2.2.7	Liquidated Damages: See General Conditions Section 00 73 13, Articles 1 and 8, and 00 41 00 Bid Proposal Form.

2.3	Procurement and Contracting Requirements:
2.3.1	Section 00 11 16 – Invitation to Bid
2.3.2	Section 00 21 13 – Instructions to Bidders
2.3.3	Section 00 41 00 – Bid Proposal Form
2.3.4	Section 00 41 10 – Bid Package Submittal Requirements
2.3.5	Section 00 30 00 – General Statements for Available information
2.3.6	Division 50 – Project-Specific Available Information
2.3.7	Bonding
2.3.8	Insurance
2.3.9	Bid Security
2.3.10	Notice of Award

2.4	Communication During Bidding Period:
2.4.1	Obtaining Bid Documents
2.4.2	Access to DAS Website, BizNet, and State Contracting Portal
2.4.3	Bidder's Requests for Information: See General Requirements Sections 01 26 00
2.4.4	<p>Substitution Procedures (Prior to Bid): See General Requirements Section 01 25 00 & General Conditions Section 00 73 13, Article 15.</p> <p>The Owner will consider Pre-Bid Equals or Substitutions Requests, if made fourteen (14) Calendar Days prior to the Bid Due Date. The information on all materials shall be consistent with the information herein.</p>
2.4.5	<p>Substitutions following Contract Award: See General Requirements Section 01 25 00 & General Conditions Section 00 73 13, Article 15.</p> <p>Subject to the Architect or Engineer's determination, if the material or equipment is Equal to the one specified or pre-qualified and the DAS/CS Project Manager's approval of such determination, Substitution of Material or Equipment may be allowed after the Letter of Award is issued, as specified in the Conditions Section 00 73 13, Article 15.</p>
2.4.6	Addenda Procedures: See Item No. 2.7 of this form

2.0 Pre-Bid Meeting Agenda (continued):

2.5 Contract Considerations:

- 2.5.1 **Allowances:** See General Requirements Section 01 20 00
- 2.5.2 **Unit Prices:** See General Requirements Section 01 20 00
- 2.5.3 **Supplemental Bid:** See General Requirements Section 01 23 13 and 00 41 00 Bid Proposal Form.

2.6 Separate Contracts:

- 2.6.1 **Work by Owner**
- 2.6.2 **Work of Other Contracts**

2.7 Post Pre-Bid Meeting Addendum:

- 2.7.1 **No Interpretations** of the meaning of the plans, specifications or other contract documents will be made orally at any time. Every bidder **request** for such interpretation **shall** be in writing to the awarding authority and to be given consideration **shall** be received at least **fourteen (14)** Calendar Days **prior** to the Bid Due Date. Any and all such **interpretations** and any **supplemental instructions** will be in the form of written **addenda** to the specifications which, *if* issued, will be posted on the State Contracting Portal.
- 2.7.2 **Other Bidder Questions**

2.8 Other Agenda Topics and Notes:

- 2.8.1 **Phasing of the project**
- 2.8.2 **Long Lead items**
- 2.8.3 **Site Walkthrough**
- 2.8.4 **Working Hours**

3.0 Pre-Bid Meeting Minutes:

3.1 Recording and Distribution of Pre-Bid Meeting Minutes:

- 3.1.1 The **Architect** is responsible for conducting the Pre-Bid Meeting and will record and distribute meeting minutes to attendees

3.2 Pre-Bid Meeting Minutes as “Available Information”

- 3.2.1 Minutes of the Pre-Bid Meeting are issued as “Available Information” and **do not** constitute a modification to the Procurement and Contracting Documents. **Modifications to the Procurement and Contracting Documents are issued by written Addendum only.**

3.3 Pre-Bid Meeting Sign-in Sheet:

- 3.3.1 Minutes will include the list of meeting attendees.

3.4 List of Planholders:

- 3.4.1 Minutes will include the list of planholders.

00 25 13 Pre-Bid Meeting Agenda

00 30 00 GENERAL STATEMENTS FOR AVAILABLE INFORMATION

NOT USED

- A. Summary:** This Section is **not** a Bidding Document, but directs Bidders to **Division 50 00 00 Project-Specific Available Information** that provides project-specific information available for review by Bidders.
- B. Bidder Responsibility:** The Bidder is responsible for information, including but not limited to, any interpretations and opinions of information contained in any plans, reports, evaluations, and logs, or shown on any drawings, or indicated on any drawings. **Division 50 00 00 Project-Specific Available Information** is provided to Bidders for their use in the preparation of a Bid.
- C. Measurement:** **Division 50 00 00 Project-Specific Available Information** **shall** be utilized for determination of payment for the Work during construction of the project.
- D. Payment:** **No** separate payment will be made for **any** Work under **Division 50 00 00 Project-Specific Available Information**.
- E. Related Sections:** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. **See Division 50 00 00 Project-Specific Available Information** for information that is available for this Project.
- F.** Please read the following **General Statement(s)** that describe the type of project-specific information that is available in **Division 50 00 00 Project-Specific Available Information**:

00 30 00	General Statements For Available Information Table Of Contents	Not Used
00 30 10	General Statement for Existing Conditions Information	<input type="checkbox"/>
00 30 20	General Statement for Environmental Assessment Information	<input checked="" type="checkbox"/>
00 30 30	General Statement for Hazardous Building Materials Inspection and Inventory	<input type="checkbox"/>
00 30 40	General Statement for Subsurface Geotechnical Report	<input checked="" type="checkbox"/>
00 30 50	General Statement for Elevator Agreement	<input checked="" type="checkbox"/>
00 30 60	General Statement for FM Global Checklist for Roofing Systems	<input checked="" type="checkbox"/>
00 30 70	General Statement for "Statement of Special Inspections"	<input type="checkbox"/>
00 30 80	General Statement for Other Information	<input checked="" type="checkbox"/>

00 30 10 GENERAL STATEMENT FOR EXISTING CONDITIONS INFORMATION Not Used

- A. **“Existing Conditions Information”** for this project is located in **Division 50 00 00 Project-Specific Available Information, Section 50 10 00 Existing Conditions Information** at the end of the Technical Specification Sections.
1. The information is made available for the convenience of all Bidders and is not a part of the Contract.
 2. All Bidders must interpret this information according to their own judgment and acknowledge that they are not relying upon the information shown as accurately describing the conditions which may be found to exist.
 3. Other components of the information, including but not limited to recommendations, may not be relied upon by the Bidders. The Owner shall not be responsible for any interpretation.
 4. All Bidders further acknowledge that they assume all risk contingents upon the nature of the existing conditions which shall be actually be encountered by them.
 5. All Bidders should visit the site and become acquainted with all existing conditions in relationship to this information and may make their own investigations to satisfy themselves as to the existing conditions. Such investigations shall be conducted only under time schedules and arrangements approved in advance by the Owner.

00 30 20 GENERAL STATEMENT FOR ENVIRONMENTAL ASSESSMENT INFORMATION Not Used

00 30 30 GENERAL STATEMENT FOR HAZARDOUS BUILDING MATERIALS INSPECTION AND INVENTORY Not Used

- A. **Related Documents**
- **Section 01 20 00 Contract Considerations**
 - **Section 01 35 16 Alteration Project Procedures**
 - **Section 02 41 13 Selective Demolition**

1. Work Involving Asbestos Containing Material (ACM):

- 1.1 Testing for asbestos has been conducted at the facility scheduled for renovation, demolition, reconstruction, alteration, remodeling, or repair. Results of the asbestos testing are summarized in **Division 50 00 00 Project-Specific Available Information, Section 50 30 00 Hazardous Building Materials Inspection and Inventory** at the end of the Technical Specification Sections.
- 1.2 Under no circumstance shall this information be the sole means used by the Contractor for determining the extent of asbestos. The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

2. Work Involving Lead-Based Paint (LBP):

- 2.1 If this facility was constructed **prior to 1978** it is likely to have painted surfaces containing lead-based paint (LBP).
- 2.2 Testing for lead-based paint has been conducted at the facility scheduled for renovation, demolition, reconstruction, alteration, remodeling, or repair. Results of the LBP testing are summarized in **Division 50 00 00 Project-Specific Available Information, Section 50 30 00 Hazardous Building Materials Inspection and Inventory** at the end of the Technical Specification Sections. Under no circumstance

shall this information be the sole means used by the Contractor for determining the extent of LBP.

- 2.3** The Contractor shall be responsible for verification of all field conditions affecting performance of the Work.

00 30 40	GENERAL STATEMENT FOR SUBSURFACE GEOTECHNICAL REPORT	Not Used <input checked="" type="checkbox"/>
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00 30 50	GENERAL STATEMENT FOR ELEVATOR AGREEMENT	Not Used <input checked="" type="checkbox"/>
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00 30 60	GENERAL STATEMENT FOR FM GLOBAL CHECKLIST FOR ROOFING SYSTEMS	Not Used <input checked="" type="checkbox"/>
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00 30 70	GENERAL STATEMENT FOR "STATEMENT OF SPECIAL INSPECTIONS"	Not Used <input type="checkbox"/>
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- A.** The "Statement of Special Inspections" for this project is located in **Division 50 00 00 Project-Specific Available Information, Section 50 70 00 Statement of Special Inspections** at the end of the Technical Specification Sections.

00 30 80	GENERAL STATEMENT FOR OTHER INFORMATION	Not Used <input checked="" type="checkbox"/>
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End of Section
00 30 00 General Statements for Available Information

Certificate (of Authority)

DAS Construction Services Project No.: _____

I _____, _____
 (Signer's Name)¹ (Signer's Title)

of _____, an entity lawfully organized and existing under the laws
 (Name of Entity)

of _____, do hereby certify that the following is a true and correct
 (Name of State or Commonwealth)

copy of a resolution adopted on the _____ day of _____, 20 _____ by the governing body of
 (Day)² (Month)² (Year)²

_____, in accordance with all of its documents of governance and
 (Name Of Entity)

management and the laws of _____ and further certify that such resolution has not
 (Name of State or Commonwealth)

been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED: that _____, _____
 (Name of Signer of Contract Documents)³ (Title of Signer of Contract Documents)³

of _____ is empowered and authorized, on behalf of the entity,
 (Name of Entity)

to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Administrative Services, 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 executed this certificate this _____ day of _____, 20 _____.
 (Day)⁴ (Month)⁴ (Year)⁴

 (Signature)

 (Print Name)

 (Title)

Reference Notes:

- 1 The signer of this certificate must be someone *other than* the signer of the contract documents *except for* a sole managing member of an LLC or the sole officer or sole principal of a corporation. *If* the signer is a sole managing member of an LLC, *then* along with this certificate the signer must provide a letter on company letterhead that indicates the signer is a sole member and managing member. If the signer is the sole officer or sole principal of a corporation, then the signer must provide with the certificate a letter on company letterhead setting forth this fact.
- 2 This date must be on or before the **date of signing** of the Bid Proposal (or Contract).
- 3 This person shall sign the Contract and other required documents.
- 4 This date must be on or after the **date of signing** of the Bid Proposal (or Contract).

For Your Information:

Certificate (of Authority)

All Bidders:

Complete page 1, print, sign, and scan to PDF. Upload the PDF form to BizNet.

What the **Certificate** is saying is that the organization authorized the signatory to sign the pertinent **documents other than** the Certificate (of Authority) and that, as of the date of **execution** of the CERTIFICATE (i.e., the date set forth in the "In Witness Whereof" blanks) there has been no change in that authorization.

Instructions For Completing The Certificate (of Authority)

The Certificate (of Authority) to Accompany the Bid Proposal Form:

1. 1st Paragraph:

- 1.1 First, enter the name and title of the individual signing the Certificate (of Authority).
- 1.2 Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
- 1.3 Third, enter the name of the state or commonwealth the entity is registered in.
- 1.4 Fourth, enter the date the resolution was adopted by the governing body. This **date** is **on or before** the date the **Bid Proposal** is signed.
- 1.5 Fifth, enter the name of the state or commonwealth the entity is registered in.

2. 2nd Paragraph:

- 2.1 First, enter the name and title of the individual signing bid documents for the entity.
- 2.2 Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).

3. Last Paragraph:

- 3.1 Enter the **Witness Date**¹. This date will likely be the date of execution of the **Bid Proposal form**.

¹ This Witness Date Should Not Be Before The Date Of Execution Of The Bid Proposal.

The Certificate (of Authority) to Accompany the Contract:

1. 1st Paragraph:

- 1.1 First, enter the name and title of the individual signing the Certificate (of Authority).
- 1.2 Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
- 1.3 Third, enter the name of the state or commonwealth the entity is registered in.
- 1.4 Fourth, enter the date the resolution was adopted by the governing body. This **date** is **on or before** the date the **Contract** is signed.
- 1.5 Fifth, enter the name of the state or commonwealth the entity is registered in.

2. 2nd Paragraph:

- 2.1 First, enter the name and title of the individual signing contract documents for the entity.
- 2.2 Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).

3. Last Paragraph:

- 3.1 Enter the **Witness Date**¹. This date will likely be the date of execution of the **Contract**.

¹ This Witness Date Should Not Be Before The Date Of Execution Of The Contract.

End of Section 00 40 14 Certificate (of Authority)

State of Connecticut Department of Administrative Services (DAS) Contractor Prequalification Forms

IMPORTANT INFORMATION – PLEASE READ
For Projects with estimated Construction Costs greater than \$500,000

WHEN YOU SUBMIT A BID YOU MUST INCLUDE WITH YOUR OTHER DOCUMENTS THE FOLLOWING:

1. A copy of your “DAS Contractor Prequalification Certificate”.

This document may be found at the [DAS Contractor Prequalification Search](#):

Go to the DAS Homepage (www.ct.gov/DAS), click on “Doing Business with the State”, click on “Apply for DAS Construction Contractor Prequalification”, click on “How To”, and then click on “Search Prequalified Companies”.

To search for your company, just type in your company name and click on “Go” to pull up your company. When your company information appears you will notice that your company name is shown as a blue link. Just click on this link and it will take you to your Prequalification Certificate.

2. A “DAS Update (Bid) Statement”.



This document may be found and completed on-line at the [Bid Statement Online Application](#).

Go to the DAS Homepage (www.ct.gov/DAS), click on “Doing Business with the State”, click on “Apply for DAS Construction Contractor Prequalification”, click on “Documents/Forms”, click on “Update Bid Statement”, and then click on “Bid Statements”.

Follow instructions in the “[Instructions for Prequalification](#)”.

Go to the DAS Homepage (www.ct.gov/DAS), click on “Doing Business with the State”, click on “Apply for DAS Construction Contractor Prequalification”, click on “How To”, and then click on “View Instructions for Prequalification”.

Should you have any questions or concerns, please call (860) 713-5280.

[ABOUT DAS](#) | [FAQS](#) | [PRESS ROOM](#) | [SITE MAP](#) | [CONTACT US](#) | [HOME](#)

[Quick Links: >> GOVERNMENT >> BUSINESSES >> PUBLIC](#)

» DAS Contractor Prequalification Certificate

Contractor Prequalification Company Information

Company: **Sample Corporation**

Address: 165 Capitol Avenue
Hartford, CT 06106

Prequalification Contact: **John T. Reed**

Telephone: (860) 111-2222 **Fax:** (860) 111-3333

Email: jreed@samplecorp.com

Web Addr: www.samplecorp.com

Contractor Prequalification History

Active Date	Expiration Date	Single Project	AWC
Oct 8, 2004	Oct 7, 2005	\$20,000,000.00	\$50,000,000.00

Prequalification Classification(s)

Classification	Description
GENERAL BUILDING CONSTRUCTION (GROUP C)	The undertaking of general contracts for the construction of buildings (i.e. new construction, renovation, rehabilitation, alteration, addition, etc.). The contract must include a variety of construction practices and supervision of a minimum of three sub-trades. Includes buildings that are truly custom, requiring extensive detailing, or that have large amounts of integrated scientific or complex mechanical/electrical equipment in order for them to function. Examples include hospitals, chemistry buildings, special collections buildings, historic preservation to a landmark structure, and/or any other structure that is truly one of a kind within the State's inventory.

Note: If you are prequalified for General Building Construction under Group C, you are automatically prequalified for Group A and Group B.

Prequalification Licenses

License #	Trade	Active	Expire
000009	Asbestos Contractor	Sep 8, 2004	Aug 31, 2005
900235	Major Contractor	Jul 1, 2004	Jun 30, 2005
667 Class A	Demolition Contractor	Apr 1, 2004	Mar 31, 2005

This certificate prequalifies the named company to bid solely. It is not a statement of the company's capacity to perform a specific project. That responsibility lies with the awarding authority.


It is the Department of Administrative Services' (DAS) recommendation that all awarding authorities verify the above information by visiting the DAS website: <http://www.das.state.ct.us> - click on contractor prequalification (under the business section).

For information regarding the DAS Contractor Prequalification Program visit the above mentioned website or call (860) 713-5280.

[eProcurement](#) | [Business](#) | [Event Services](#) | [Jobs](#) | [Human Resources](#) | [Resource Director](#) | [News](#)
[CT.gov Home](#) | [About DAS](#) | [Contact DAS](#) | [Press Room](#) | [DAS Home](#) | [Quick Links](#) | [FAQ](#) | [Site Map](#)

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 Need to contact us? Send e-mail to das.webmaster@state.ct.us

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State of Connecticut
Department of Administrative Services (DAS) Contractor Prequalification
Update Bid Statement
 (Statement to be included with the bid)

Public Act No. 04-141 - AN ACT REVISING PREQUALIFICATION REQUIREMENTS FOR STATE CONSTRUCTION CONTRACTS.

On and after October 1, 2004, each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an update statement in such form as the Commissioner of Administrative Services prescribes. The form for such update statement shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes. Any bid submitted without a copy of the prequalification certificate and an update statement shall be invalid.

Name of Project that company	SAMPLE	
Project Number:		
Name of Company:		
FEIN:		
Company Address:		
Prequalification Contact and Telephone Number		
Date of Prequalification with the DAS:	Single Limit:	Aggregate Work Capacity (AWC):
* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.		* Remaining Aggregate Work Capacity:

Please list all of your company's (100%) completed projects since date of Prequalification:
 (Please add additional page(s) if required)

Name of Project	Owner of Project	Date Project Completed	Total Contract Amount

(Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
Total \$ Amount of Work Remaining →				

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:
(Please add additional page(s) if required)

Individual Name	Individual
	

Have there been any other business organizations, which might affect your company's ability to successfully complete this contract?

Yes or No

If yes, please explain:

I, certify under penalty of law that all of the information contained in this Update Statement is true and accurate to the best of my knowledge as of the date below.

Signature

Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.

The DAS' Contractor Prequalification Program can be reached at (860) 713-5280

Rev.12.22.2004

Bid Proposal Form

DAS | Construction Services | Office of Legal Affairs, Policy, and Procurement
 450 Columbus Boulevard, Suite 1302 | Hartford, CT 06103

Date and Time of Bid Opening:	See page 1 of Section 00 11 16 Invitation To Bid.
Instructions for On-Line Bidding:	Follow the instructions in 6001 Construction On-line Bidding Instructions , available for download from the DAS/CS Library (http://portal.ct.gov/DASCSLibrary) > 6000 Series – Bid Phase Forms. For questions, call 860-713-5794 or 860-713-5783.

- Instructions for Completing This Bid Proposal Form:**
- **Download** and **save** the Bid Proposal Form to your computer. Close the form. Open your *saved* Bid Proposal Form and type required information in blue boxes. (Remember to keep saving to your computer.)
 - On your Word Toolbar, **click “View” then “Edit Document” or “Print Layout”** in order to edit the form.
 - When your Bid Proposal Form is complete, perform a final “save” to your computer! **Print ALL pages and sign** your Bid Proposal Form. **Scan ALL** pages of your Bid Proposal Form to **PDF**. Upload the **PDF** Bid Proposal Form to BizNet.
 - **Duly Authorized Signature:** A duly authorized representative of the Bidder or Bidder’s partnership, firm, corporation or business organization must sign the Bid Proposal Form.
 - **No Facsimile Signature** is permitted. **All information below** is to be filled in by the **Bidder**.
 - *If an Addendum is issued that **changes** the **Bid Proposal Form** then the **Revised Bid Proposal Form** (issued with the Addendum) **must** be uploaded instead.*
 - Upload to BizNet **only** the additional **Bid Package Documents** as described in **Table 1** of **Section 00 41 10 Bid Package Submittal Requirements**.
 - A signed and scanned **Certificate (of Authority), Section 00 40 14, must** be uploaded to Biznet **prior** to the date and time of the Bid Opening.
 - *Any **Bid Proposal Form** that has omitted or added items, altered the form, contains conditional, alternative, or obscure bids, or is submitted *without* the signature of the bidder or its authorized representative, **will be rejected**.*
 - See **Section 00 21 13 Instructions to Bidders** for additional information.

1.0 General Bid Proposal Information:

Construction Costs:	Greater Than \$500,000
Bidding Limited To :	Contractors Prequalified by DAS for General Building Construction (Group A)
Threshold Limits: (C.G.S. §29-276b)	This Project DOES NOT exceed Threshold Limits.
Set Aside Requirements:	SBE Subcontractors &/or Suppliers: 25%; MBE Subcontractors &/or Suppliers: 6.25%
Project Title:	SCSU Residence Hall Shelf Angle Repairs Southern Connecticut State University
Project Location:	New Haven, CT
Project Number:	CF-RS-358
Pre-Bid Meeting:	See Section 00 11 16 Invitation to Bid and Section 00 25 13 Pre-Bid Meeting .
Plans and Specifications prepared by A/E:	Christopher Williams Architects LLC., 85 Willow Street, New Haven, CT

1.1 Commencement and Acceptance: (See Section 00 73 13 General Conditions, Article 4 - Commencement and Progress of Work and Article 1 - Definitions)

The Selected Bidder shall commence Work within **fourteen (14) Calendar Days** after receiving a “**Construction Start Date and Notice to Proceed**” by the Commissioner or authorized representative and continue for

547
90

Calendar Days for “**Substantial Completion**” of the project; and then continue

90

Calendar Days for “**Acceptance**” of the Work.

1.2 Liquidated Damages: (See Section 00 73 13 General Conditions, Article 8 – Damages & Article 1 - Definitions)

1.2.1 Liquidated Damages – Substantial Completion:

The Selected Bidder shall be assessed \$

2,034.00

 per **Calendar Day** beyond the date established for Substantial Completion of the Contract according to the **Contract Time** as defined in **Article 1.28 of Section 00 73 13 General Conditions**, and not otherwise excused or waived pursuant to the Contract Documents, as defined in **Article 1.23 of Section 00 73 13 General Conditions**.

1.2.2 Liquidated Damages – Acceptance:

The Selected Bidder shall be assessed \$

1,074.00

 per **Calendar Day** beyond ninety (90) days after the date of said Substantial Completion that the Selected Bidder fails to achieve **Acceptance**, as defined in **Article 1.1 of Section 00 73 13 General Conditions** and not otherwise excused or waived as described above.

1.3 Bid Proposal Statements and Conditions: This **Bid Proposal Form** shall be submitted according to, and in compliance with, the foregoing and following statements, conditions, and/or information:

1.3.1 This Bid Proposal Form is submitted in accordance with Chapter 60 Construction And Alterations Of State Buildings, Part II Bidding And Contracts of the Connecticut General Statutes (C.G.S.), as amended, particularly C.G.S. § 4b-91(a)(5)(A) – (C), and pursuant to, and in compliance with, the **Invitation to Bid** (Section 00 11 16), the **Instructions to Bidders** (Section 00 21 13), the **Bid Package Submittal Requirements** (Section 00 41 10), and the **Contract** (Section 00 52 03).

1.3.2 The Bidder proposes to furnish the labor and/or materials, installed as required for the Project named and numbered on this **Bid Proposal Form**, submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the **Contract** including, but not limited to, the specifications and/or drawings together with all **Addenda** issued by the Awarding Authority and received by the Bidder, prior to the scheduled **Date and Time of the Bid Opening** as stated on **page 1** of the **Invitation To Bid**, and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on this **Bid Proposal Form**, hereof.

1.3.3 The Bidder acknowledges that the **Proposed Lump Sum Base Bid** submitted on this **Bid Proposal Form** includes all work indicated on the drawings and/or described in the specifications, **except** for the **Contingent Work** described in **Subsection 2.4**.

1.3.4 The Bidder acknowledges and agrees to furnish all labor and materials required for this **Project**, in accordance with the accompanying **Plans and Specifications** prepared by the **Architect/Engineer** listed on **page 1** of this Bid Proposal Form, for the **Contract Sum** specified in the **Proposed Lump Sum Base Bid** in **Subsection 2.1** of this Bid Proposal Form, subject to **additions** and **deductions** according to the terms of the specifications, and including the number of **Addenda** stated in **Subsection 2.2** of this Bid Proposal Form.

1.4 Award:

1.4.1 All Bid Proposals shall be subject to the provisions of **Section 00 21 13 Instructions to Bidders** and for purpose of award, consideration shall be given only to Bid Proposals submitted by qualified and responsible Bidders.

1.4.2 The award shall be made on the **lowest Lump Sum Bid** and any or all **Supplemental Bid(s)** as stated in **Subsection 2.4.2** of this **Bid Proposal Form**, taken sequentially, as applicable, provided funds are available.

1.4.4 In the event of any **discrepancy** between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

2.0 Bid Proposal Requirements:

Bidder Information:

Bid Uploaded On:
(Month) (Day) (Year)

Proposal Of:
(Complete Bidder's Legal Company Name As Registered With the CT Secretary of State)

Firm Address: , ,
(Avenue / Street) (Town / City) (State) (Zip Code)

Contact Person:
(Name) (Title)

Contact Information:
(Phone Number) (Fax Number) (Email Address)

Threshold Project: Major Contractor Registration License No.:

All Bidders for Projects that exceed Threshold Limits (see page 1 of this Bid Proposal Form): Insert your Firm's **Major Contractor Registration License Number** in the space provided above. **NOTE:** If this Project does **NOT** exceed Threshold Limits, insert **"Not Applicable"** in the blue box above. Delete this note by **pressing the spacebar**.

2.1 Proposed Lump Sum Base Bid:

2.1.1 All Bidders: Insert the **Proposed Lump Sum Base Bid** in the spaces provided below, including **both numerical figures** and **"printed words" dollar amount**. The **Proposed Lump Sum Base Bid** shall *include* all **Allowances**, all work indicated on the drawings and/or described in the specifications **except for Contingent Work**.

2.1.2 The **Proposed Lump Sum Base Bid** shall be shown in **both numerical figures** and **"printed words" dollar amount**. In the event of any discrepancy the **"printed" words dollar amount** shall govern.

2.1.3 The **Proposed Lump Sum Base Bid** is:

\$
(Place Numerical Figures in the Box Above)

Dollars
(Insert "Printed Words" Dollar Amount in the Box Above)

2.2 Number of Addenda:

2.2.1 All Bidders: Insert the **Number of Addenda** issued by the State of Connecticut in the space provided below.

2.2.2 Failure to acknowledge the **correct number** of all **Addenda** in **the box below** in this **Bid Proposal Form** shall cause **rejection** of the bid.

2.2.3 The Bidder acknowledges that their **Proposed Lump Sum Base Bid Proposal** **includes:**

Number of Addenda. If none, enter **"0"**.

2.3 Allowances:

See Section 01 20 00 Contract Considerations in Division 01 General Requirements for Allowances for applicability.

2.4 Contingent Work:

2.4.1 Base Bid Quantities and Defined Unit Prices: See **Section 01 20 00 Contract Considerations** in Division 01 General Requirements for **applicability** regarding Base Bid Quantities and Defined Unit Prices for Earth and Rock Excavation, Miscellaneous Items, Alterations Items, Environmental Remediation, and/or Hazardous Building Materials Abatement.

2.4.2 Supplemental Bids:

.1 See **Section 01 23 13 Supplemental Bids** in Division 01 General Requirements for **applicability**.

.2 **All Bidders: If Supplemental Bids are applicable** to this Project, insert the **Supplemental Bids** in the spaces provided below. Any **Supplemental Bids** listed below, *if* accepted by the Owner, will be taken cumulatively and in numerical order as scheduled. No Supplemental Bid will be skipped or taken out of numerical order as scheduled.

Supplemental Bid No. 1: NOT APPLICABLE		
ADD: \$	<input style="width: 90%;" type="text"/> <i>(Insert Numerical Figures)</i>	<input style="width: 90%;" type="text"/> <i>(Insert "Printed Words" Dollar Amount)</i>
Dollars		
Supplemental Bid No. 2: NOT APPLICABLE		
ADD: \$	<input style="width: 90%;" type="text"/> <i>(Insert Numerical Figures)</i>	<input style="width: 90%;" type="text"/> <i>(Insert "Printed Words" Dollar Amount)</i>
Dollars		
Supplemental Bid No. 3: NOT APPLICABLE		
ADD: \$	<input style="width: 90%;" type="text"/> <i>(Insert Numerical Figures)</i>	<input style="width: 90%;" type="text"/> <i>(Insert "Printed Words" Dollar Amount)</i>
Dollars		
Supplemental Bid No. 4: NOT APPLICABLE		
ADD: \$	<input style="width: 90%;" type="text"/> <i>(Insert Numerical Figures)</i>	<input style="width: 90%;" type="text"/> <i>(Insert "Printed Words" Dollar Amount)</i>
Dollars		

2.5 Bidder's Qualification Statement and Objective Criteria for Evaluating Bidders:

2.5.1 All Bidders: Download **Section 00 45 14 General Contractor Bidder's Qualification Statement** from BizNet for a template and instructions. Complete and upload **Section 00 45 14 General Contractor Bidder's Qualification Statement** to Biznet **prior** to the date and time of the Bid Opening. Information with regards to the **General Contractor's Bidder's Qualification Statement** is submitted and is made part of this **Bid Proposal Form**. Failure of a Bidder to answer any question or provide required information **shall** be grounds for the awarding authority to **disqualify** and **reject** the bid, pursuant to Connecticut General Statutes §4b-92.

2.5.2 All Bidders shall comply with **Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders**. **Note:** Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that exceed those in **Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders**.

2.6 Bidder's Prequalification Requirements for Projects Exceeding \$500,000:

All Bidders for Projects with estimated Construction Costs greater than \$500,000: Upload to BizNet a current copy of your Firm's "**DAS Contractor Prequalification Certificate**" and "**Update (Bid) Statement**" for the applicable **Class of Work** on **page 1** of this **Bid Proposal Form** **prior** to the date and time of the Bid Opening. Failure to comply with this requirement **shall** cause rejection of the bid and shall not be considered a minor irregularity under **C.G.S. § 4b-95**. See **Section 00 40 15 CT DAS Prequalification Forms** for instructions on preparing and/or downloading your Firm's "**DAS Contractor Prequalification Certificate**" and "**DAS Update (Bid) Statement**".

2.7 Named Subcontractors and Classes of Work:
 2.7.1 All Bidders for Projects with one or more Classes of Work checked in Table 2.7 below: Complete Table 2.7 according to the instructions below. Failure to properly provide all of the **required information** in Table 2.7 may cause rejection of the bid.

Table 2.7: Named Subcontractors and Classes of Work:	
<input type="checkbox"/>	Electrical Work: NOT APPLICABLE Complete Subcontractor Name: _____ Proposed Dollar Value of Subcontract: \$ _____
<input type="checkbox"/>	HVAC Work: NOT APPLICABLE Complete Subcontractor Name: _____ Proposed Dollar Value of Subcontract: \$ _____
<input checked="" type="checkbox"/>	Masonry Work: Enter information in blue boxes below: Complete Subcontractor Name: _____ Proposed Dollar Value of Subcontract: \$ _____
<input type="checkbox"/>	Plumbing Work: NOT APPLICABLE Complete Subcontractor Name: _____ Proposed Dollar Value of Subcontract: \$ _____
<input type="checkbox"/>	Environmental Remediation: NOT APPLICABLE Complete Subcontractor Name: _____ Proposed Dollar Value of Subcontract: \$ _____
<input type="checkbox"/>	Hazardous Materials Abatement: NOT APPLICABLE Complete Subcontractor Name: _____ Proposed Dollar Value of Subcontract: \$ _____

- 2.7.2 Instructions For Table 2.7:**
- .1 Each **Class of Work** set forth in a separate section of the specifications pursuant to this Section shall be a **subtrade** designated in **Table 2.7** of this **Bid Proposal Form** and shall be the matter of a **subcontract**.
 - .2 When a box is checked in **Table 2.7**, the Bidder shall insert the name of the Subcontractor with the **largest** proposed Subcontract Value; this is known as the "**Named Subcontractor**". The Bidder shall provide all of the information for each **checked Class of Work**.
 - .3 If a **Bidder** intends to use a **Subcontractor** to perform **any portion** of the Named **Classes of Work**, including circumstances where the Subcontractor is a Small Business Enterprise (SBE) or a Minority Business Enterprise (MBE), *then* it must list the Subcontractor or SBE/MBE Subcontractor as the case may be, for such Class of Work. A **Bidder** may **not** substitute itself for any of the Named Classes of Work. The Bidder **should not list itself** as the **Named Subcontractor** if it intends to use a **Subcontractor** to perform any portion of the Classes of Work listed in **Table 2.7**. The Bidder should name the Subcontractor.
 - .4 For each **Class of Work** specified in **Table 2.7**, the Bidder shall list the **Subcontractor** with the **largest Proposed Dollar Value of Subcontract** for each Class of Work as the **Named Subcontractor** and the **Proposed Dollar Value** of its Subcontract. If the Bidder intends to use **more than one** Subcontractor to perform a Class of Work, then it shall indicate the Subcontractor Name and Subcontract Value for the **largest** single Named Subcontractor.
 - .5 If a Bidder customarily performs any of the specified Classes of Work and is Prequalified by DAS for the Class of Work at the time of the Bid Opening Date if the work is greater than \$500,000, the Bidder may list **itself** as a Subcontractor together with its **price** in the space provided in **Table 2.7**. Failure to properly provide all of the **required information** in **Table 2.7** **shall** cause **rejection** of the bid.
 - .6 If the Bidder does **not** name **itself** or a **Subcontractor** for a specified Class of Work, it shall be presumed that the Bidder intends to perform with its own employees **all work** in such specified classes. The Bidder shall be required to perform with its own employees **all** of the work of the specified class. Subcontracting any portion of such specified class of work subsequently, will be considered a violation of **C.G.S. § 4b-95** and subject the Bidder to disqualification under **C.G.S. § 4b-95(e)**.
 - .7 In the event the Bidder either lists itself or is presumed to perform with its own employees all work in a specified class, no such sub-bid by a Bidder shall be considered unless the Bidder can show to the satisfaction of the awarding authority, based on objective criteria established for such purpose, that it customarily performs such subtrade work and is qualified to do the character of work required by the applicable section of the specifications.

2.8 Set Aside Requirements: (see Section 00 73 38 "CHRO Contract Compliance Regulations")

2.8.1 For Projects Less Than \$500,000: Submit a current copy of your Firm's "DAS Set-Aside Certificate" *with* your Bid Proposal Form *prior* to the date and time of the Bid Opening.

2.8.2 For Projects Less Than \$500,000: Upload a completed copy of the CHRO Employment Information Form, "Bidder Contract Compliance Monitoring Report" *with* your Bid Proposal Form *prior* to the date and time of the Bid Opening. The report is on the CHRO Webpage (<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=#45679>).

2.8.3 All Bidders shall be required to award not less than the percentage(s) stated on **page 1 of this Bid Proposal Form** to Subcontractors who are currently certified and eligible to participate under the State of Connecticut Set-Aside Program for **SBE and/or MBE** contractors, in accordance with C.G.S. § 4a-60g. **Failure** to meet these requirements **shall** cause rejection of the bid.

2.9 Insurance Coverages: The **limits of liability** for the Insurance required for this project shall be those listed in **Article 35 Contractors Insurance of Section 00 73 13 General Conditions**. Also see Section 00 62 16 Certificate of Insurance.

2.9.1 Special Hazards Insurance:

None is Required.

"X-C-U" Coverage (explosion, collapse, and underground damage) **shall be required** in accordance with **Article 35 Contractors Insurance of Section 00 73 13 General Conditions**.

Asbestos Abatement Insurance is required.

2.9.2 Builders Risk Insurance:

None is Required.

The Bidder **shall be required to maintain Builder's Risk Insurance** providing coverage for the entire Work at the project site, portions of the Work located away from the site but intended for use at the site, and portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and completed Value Form basis in an amount at least equal to the projected completed value of the Work and the policy shall state that the State of Connecticut shall be named as a loss payee not as an additional insured for these coverages.

2.9.3 Commercial General Liability Insurance:

NOTE: There is a new requirement regarding **commercial general liability (CGL) insurance:** All selected firms are required to provide an endorsement to the CGL insurance stating that the State of Connecticut is an additional insured. Please be advised that a blanket endorsement **may not** be acceptable.

2.9.4 Owners and Contractors Protective Liability Insurance:

The Bidder shall maintain **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.

2.9.5 Umbrella Liability Insurance:

This project requires **Umbrella Liability Insurance**. The Bidder shall provide an endorsement to the Umbrella Liability Insurance stating that the State of Connecticut is an additional insured. Select the correct **Umbrella Limit** for this **Project's Contract Value** using the "Umbrella Liability Insurance Table" below.

Umbrella Liability Insurance Table:			
Contract Value			Umbrella Limit
\$1.00	to	\$500,000.00	\$1,000,000.00
\$500,000.01	to	\$1,000,000.00	\$2,000,000.00
\$1,000,000.01	to	\$10,000,000	\$5,000,000.00
\$10,000,000.01	to	\$30,000,000	\$10,000,000.00
\$30,000,000.01	to	\$80,000,000	\$15,000,000.00
\$80,000,000.01	to	\$150,000,000	\$20,000,000.00
\$150,000,000.01	to	\$300,000,000	\$25,000,000.00

3.0 Bid Proposal Acknowledgements:

The Bidder *acknowledges and agrees* to the following:

3.1 To Upload to BizNet Submit the Bid Proposal Form (all pages), All Other Bid Documents, Affidavits, and Certifications:

3.1.1 The Bidder acknowledges and agrees to electronically upload to DAS BizNet all pages of the **Bid Proposal Form**, and all other **Bid Documents, Affidavits, and Certifications** as directed in **Section 00 11 16 Invitation to Bid, Section 00 21 13 Instructions to Bidders**, and **Section 00 41 10 Bid Package Submittal Requirements**.

3.1.2 The State may waive minor irregularities which it considers in the best interest of the State and, when applicable, are corrected by the Bidder within seven (7) Calendar Days after the Bid Due Date. Failure to properly complete, sign and upload any of the items marked with an asterisk (*) in **Table 1 of Section 00 41 10 Bid Package Submittal Requirements** *shall* cause rejection of the bid and *shall not* be considered a minor irregularity under **C.G.S. § 4b-95**.

3.1.3 If there are any delays in the receipt of other documents then the Bid shall remain valid for the same additional number of days. For example, if the documents are submitted four (4) Calendar Days later; then the bid shall remain valid for ninety-four (94) Calendar Days.

3.1.4 Failure to submit the documents before the stated deadline **may** result in rejection of the bid at the sole discretion of the Commissioner of Administrative Services.

3.2 To Hold Bid Price:

The Bidder acknowledges and agrees to hold the **Proposed Lump Sum Base Bid** in **Subsection 2.1** of this Bid Proposal Form for **ninety (90) Calendar Days** and any extensions caused by the Bidder's delays in required submissions. The Bidder and the State may mutually agree to extend this period. The agreement to extend the **ninety (90) Calendar Day** period may occur after the expiration of the original **ninety (90) Calendar Day** period.

3.3 To Use and Accept Allowances:

When applicable to this Project, the Bidder **acknowledges and agrees** to accept and use the **Allowances** as shown in **Section 01 20 00 Contract Considerations** of Division 01 General Requirements as part of the **Proposed Lump Sum Base Bid** listed in **Subsection 2.1** of this Bid Proposal Form.

3.4 To Use and Accept the Following Contingent Work:

3.4.1 **Unit Prices:** When applicable to this Project, the Bidder **acknowledges and agrees** to accept and use the **Units, Add Unit Prices, and Deduct Unit Prices** as shown in **Section 01 20 00 Contract Considerations** of Division 01 General Requirements in evaluating either additions to or deductions from the Work.

3.4.2 **Supplemental Bid:** When applicable to this Project and if accepted by the Owner, the Bidder **acknowledges and agrees** to provide all labor, material and equipment to complete the Work in accordance with the **Supplemental Bid** described in **Section 01 23 13 Supplemental Bids** of Division 01 General Requirements and provided by the **Bidder** in **Subsection 2.4.2** of this Bid Proposal Form.

3.5 To Use the Named Subcontractors Listed in Table 2.7:

The Bidder **agrees** that each of the **Named Subcontractors** stated in **Table 2.7** of this Bid Proposal Form will be used for the **Class of Work** indicated, for the **Proposed Total Subcontract Value dollar amount stated**, unless a **substitution** is permitted by the awarding authority as provided for in and in accordance with C.G.S. § 4b-96, as amended.

3.6 To Make Good Faith Efforts to Employ MBEs:

The Bidder acknowledges and agrees to make **good faith efforts** to employ **Minority Business Enterprises (MBEs)** as **Subcontractors** and **Suppliers** of materials under such Contract.

3.7 To Submit a Certified Check or Bid Bond (if required):

The Bidder acknowledges and agrees to submit a **Certified Check** or **Standard Bid Bond** *prior* to the due date and time of the Bid Opening (if required). Download **Section 00 43 16 Standard Bid Bond** from BizNet for a template and instructions.

3.0 Bid Proposal Acknowledgements (continued):**3.8 To Accept the Current Prevailing Wage Rate Schedule:**

The U. S. Secretary of Labor's latest decision and the State of Connecticut Department of Labor (DOL) Prevailing Wage Rate Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of bidding, the Bidder agrees to accept the current Prevailing Wage Rate Schedule, as well as the annual adjustment to the prevailing wage rate that is in effect each July 1st, as provided by DOL. See **Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification**. Annual adjustments of prevailing wage rates will *not* be considered a matter for a contract amendment with DAS/CS.

3.9 To Comply With CHRO Requirements:

If applicable, the Apparent Low Bidder acknowledges and agrees to provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning their **employment practices and procedures** as they relate to the current provisions of the Connecticut General Statutes governing Contract requirements within **fifteen (15) calendar days after** receipt of the "Request for the *Affirmative Action Plan and Employment Information Form* Letter" from the DAS/CS Office of Legal Affairs, Policy, and Procurement.

3.10 To Ensure Executive Order No. 11246 for Equal Employment Opportunity & Non-Segregated Facilities Has Been Met:

The Apparent Low Bidder acknowledges and agrees to ensure that Executive Order No. 11246 for Equal Employment Opportunity & Non-Segregated Facilities has been met for their firm and their Subcontractors. The Apparent Low Bidder also agrees to certify (if required) to the compliance of non-segregated facilities.

3.11 To Obtain and Maintain Required Insurance Coverages:

The Bidder acknowledges and agrees to obtain and maintain the required Insurance Coverages and submit the Firm's "**Certificate of Liability Insurance Acord® form**" within **ten (10) business days after** receipt of the "Letter of Intent" from the DAS/CS Office of Legal Affairs, Policy, and Procurement, as discussed in **Section 00 62 16 Certificate of Insurance** and **Article 35, "Contractors Insurance"** in **Section 00 73 13 General Conditions**.

3.12 To Comply With Security Requirements for CT Department of Correction Facilities:

When applicable to this Project, the Bidder acknowledges and agrees to comply with **Section 00 73 63 CT Department of Correction (CT DOC) Security Requirements** for Contract Forces on CT DOC Facilities.

3.13 To Ensure C.G.S. § 12-430 for Non-Resident Contractors Has Been Met:

If applicable, the Apparent Low Bidder acknowledges and agrees to provide either a copy of the "**Notice of Verified Status**" (Verification Letter) from the Connecticut Department of Revenue Services (DRS) (for **Verified Nonresident** General/Prime Contractors) or a copy of **Form AU-965 "Acceptance of Surety Bond"** from DRS (for **Unverified Nonresident** General/Prime Contractors) within **ten (10) business days after** receipt of the "Letter of Intent" from the DAS/CS Office of Legal Affairs, Policy, and Procurement which evidences that **C.G.S. § 12-430** for non-resident contractors has been met, as described in **Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors**.

3.14 To Execute Contract:

If selected as the Prime Contractor, the Bidder acknowledges and agrees to **execute a Contract** in accordance with the terms of this **Bid Proposal Form** and the **Contract** within **ten (10) Calendar Days** (legal State holidays excluded) **after** notification thereof by the awarding authority. See **Section 00 52 03 Contract** for a sample.

4.0 Confidentiality of Documents:

- 4.1** The **undersigned** agrees that if not selected as the Prime Contractor for this project, all plans and specifications in their possession for the project shall be destroyed.
- 4.2** The **undersigned** agrees that if selected as the Prime Contractor for this project:
- 4.2.1** The **plans and specifications** shall not be disseminated to anyone except for construction of this project.
- 4.2.2** The **following provision** shall be included in all of its contracts with subcontractors and sub-consultants:
- “Any and all drawings, specifications, maps, reports, records or other documents associated with the contract shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of DAS Construction Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.”*
- 4.2.3** Upon completion of the construction and the issuance of a certificate of occupancy, the plans and specifications shall be returned to DAS Construction Services, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of DAS Construction Services.

5.0 Bid Proposal Declarations:

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Bid Proposal and that it is made without any connection with any other person making any Bid Proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this Bid Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Bid Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the Bid Proposal of any other person or corporation. This Bid Proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the labor and materials needed, this Bid Proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

6.0 Duly Authorized Signature:

Type of Business: *(Check Applicable Box)*

<input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Doing Business As (d/b/a) <i>(If d/b/a box is checked provide complete name below)</i> <input style="width: 100%;" type="text"/> <i>(Doing Business As Name)</i>	<input type="checkbox"/> Corporation <i>(If Checked, Provide Corporate Seal Below)</i> <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div> <i>(Provide <u>exact</u> corporate name from corporate seal below)</i> <input style="width: 100%;" type="text"/> <i>(Name On Corporate Seal)</i>
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Signed:	<input style="width: 100%;" type="text"/> <i>(Month)</i>	<input style="width: 100%;" type="text"/> <i>(Day)</i>	<input style="width: 100%;" type="text"/> <i>(Year)</i>
Bidder's Signature:	<input style="width: 100%;" type="text"/> <i>(Duly Authorized)</i>		<input style="width: 100%;" type="text"/> <i>(Title)</i>
	<input style="width: 100%;" type="text"/> <i>(Print Named)</i>		<input style="width: 100%;" type="text"/> <i>(Date)</i>

Bid Package Submittal Requirements:

DAS | Construction Services | Office of Legal Affairs, Policy, and Procurement
450 Columbus Boulevard, Suite 1302 | Hartford, CT 06103

1.1	On-Line Bidding:
1.1.1	All Bidders shall electronically upload their Bid Package Documents to BizNet following the instructions in the DAS/CS publication, 6001 Construction On-line Bidding Instructions , available for download here: Go to the DAS Homepage (www.ct.gov/DAS) > Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series > 6001 Construction On Line Bidding Instructions .
1.1.2	For questions, call 860-713-5794.

1.2	Bid Package Submittal Requirements:
	All Bidders are required to electronically upload Bid Package Documents to BizNet <i>prior</i> to the date and time of the Bid Opening. Additional documents must be either electronically uploaded to BizNet or submitted as paper copies to the appropriate Agency . See Tables 1, 2, and 3 for specific submittal requirements.
1.2.1	All Bidders: See Table 1. All Documents in Table 1 <u>must be electronically uploaded to BizNet.</u>
1.2.2	Three (3) Apparent Lowest Bidders: See Table 2.
1.2.3	Apparent Low Bidder: See Table 3.

1.3	Deadlines for Receipt of Bid Package Documents:
1.3.1	Table 1: Bid Package Documents must be uploaded to BizNet <i>prior</i> to the date and time of the Bid Opening. The State may waive minor irregularities that otherwise may cause rejection of a Bid only when waiving such minor irregularities is in the best interests of the State and the minor irregularities have been corrected by the Bidder within seven (7) Calendar Days after the Bid Due Date. Failure to properly <u>complete, sign and upload</u> to BizNet any of the items marked with an asterisk (*) in Table 1 prior to the date and time of the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under Connecticut General Statutes (C.G.S.) § 4b-95 .
1.3.2	Tables 2 and 3: See the tables for additional deadlines. Failure to submit the documents before the stated deadlines may result in rejection of the bid at the sole discretion of the Commissioner of Administrative Services.

1.4	Delays in Receipt of Supportive Documents from the Three Apparent Lowest Bidders:		
1.4.1	If there are any delays in the receipt of the supportive documents specified in Tables 2 and 3, then the Bids shall remain valid for the same additional number of days. <table style="margin-left: 20px; border: none;"> <tr> <td style="width: 20px;">.1</td> <td>For example, since the Three (3) Apparent Lowest Bidders are required to Hold The Bid Price for ninety (90) calendar days, if supportive documents are submitted four (4) calendar days later, then the bid shall remain valid for ninety-four (94) calendar days.</td> </tr> </table>	.1	For example, since the Three (3) Apparent Lowest Bidders are required to Hold The Bid Price for ninety (90) calendar days , if supportive documents are submitted four (4) calendar days later , then the bid shall remain valid for ninety-four (94) calendar days .
.1	For example, since the Three (3) Apparent Lowest Bidders are required to Hold The Bid Price for ninety (90) calendar days , if supportive documents are submitted four (4) calendar days later , then the bid shall remain valid for ninety-four (94) calendar days .		
1.4.2	Failure to submit the documents before the stated deadline may result in rejection of the bid at the sole discretion of the Commissioner of Administrative Services.		

TABLE 1 ALL BIDDERS			
Construction Costs:		The Bid Proposal Form, Other Bid Package Documents, Affidavits, and Certifications <u>shall</u> be electronically uploaded to BizNet by <u>all</u> Bidders prior to the Date and Time of the Bid Opening.	Form Location
Less Than \$500,000	Greater Than \$500,000		
Bid Proposal Form and Other Bid Package Documents			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	* Section 00 41 00 Bid Proposal Form	BizNet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	* Section 00 43 16 Standard Bid Bond or Certified Check	BizNet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	* Section 00 45 14 General Contractor Bidder's Qualification Statement	BizNet
	<input checked="" type="checkbox"/>	* DAS Prequalification Certificate	BizNet
	<input checked="" type="checkbox"/>	* DAS Update (Bid) Statement	BizNet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Section 00 40 14 Certificate (of authority)	BizNet
<input checked="" type="checkbox"/>		DAS Set-Aside Certificate	BizNet
<input checked="" type="checkbox"/>		Bidder Contract Compliance Monitoring Report	CHRO Website
Affidavits and Certifications			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	* Gift and Campaign Contribution Certification – OPM Ethics Form 1	BizNet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	* Consulting Agreement Affidavit – OPM Ethics Form 5	BizNet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> *	Ethics Affidavit (Regarding State Ethics) – OPM Ethics Form 6	BizNet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> *	Iran Certification – OPM Ethics Form 7	BizNet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Nondiscrimination Certification – Form A, B, C, D, or E	BizNet

*** NOTE:** The State may waive minor irregularities that otherwise may cause rejection of a Bid only when waiving such minor irregularities is in the best interests of the State and the minor irregularities have been corrected by the Bidder within seven (7) Calendar Days after the Bid Due Date. Failure to properly complete, sign and upload to BizNet any of the items marked with an **asterisk (*)** in **Table 1** prior to the date and time of the Bid Opening **shall** cause rejection of the bid and shall **not** be considered a minor irregularity under C.G.S. § 4b-95.

TABLE 2			
THREE (3) APPARENT LOWEST BIDDERS			
Construction Costs:		WHEN APPLICABLE:	Form Location
Less Than \$500,000	Greater Than \$500,000	Submit within ten (10) Calendar Days <i>after</i> receipt of the “ Set-Aside Contractor Schedule Request ” from the DAS/CS Procurement Unit:	Form Location
	<input checked="" type="checkbox"/>	Set-Aside Contractor Schedule for each subcontracted SBE and/or MBE firm(s) (See Section 00 73 27 Set-Aside Contractor Schedule for a sample Request.)	Email From DAS/CS Procurement Unit
	<input checked="" type="checkbox"/>	DAS Set-Aside Certificate(s) for each subcontracted SBE and/or MBE firm(s) listed in the Set-Aside Contractor Schedule.	Download from BizNet
	<input checked="" type="checkbox"/>	Section 00 45 17 Named Subcontractor Bidder’s Qualification Statements for each Named Subcontractor listed in the Bid Proposal Form.	Copy from Project Manual
	<input checked="" type="checkbox"/>	DAS Prequalification Certificate(s) and Update (Bid) Statement(s) for each Named Subcontractor listed in the Bid Proposal Form with Subcontracts greater than \$500,000.	Download from BizNet

TABLE 3			
APPARENT LOW BIDDER			
Construction Costs:		When Applicable, submit the following documents as noted:	Form Location
Less Than \$500,000	Greater Than \$500,000	When Applicable, submit the following documents as noted:	Form Location

Submit within fifteen (15) calendar days <i>after</i> receipt of the “ Request for the Affirmative Action Plan and Employment Information Form Letter ” from the DAS/CS Procurement Unit:			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	If Contractor has 50 or more employees and/or the Project is equal to or greater than \$500,000, submit to CHRO: Affirmative Action Plan and Employment Information Form (DAS-45).	CHRO Website & BizNet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Submit to DAS/CS Procurement Unit: Copy of Transmittal Letter to confirm the Affirmative Action Plan was filed with CHRO.	(copy of transmittal letter)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Submit to CT Department of Labor: Contractors Wage Certification Form. See Section 00 73 44 Prevailing Wage Rates/Contractor’s Wage Certification/Payroll Certification.	Copy from Project Manual

TABLE 3 APPARENT LOW BIDDER (continued)			
Construction Costs:		Submit within ten (10) business days <i>after</i> receipt of the “Letter of Intent” from the DAS/CS Procurement Unit:	Form Location
Less Than \$500,000	Greater Than \$500,000		
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Section 00 40 14 Certificate (of authority)	Email From DAS/CS Procurement Unit
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Section 00 52 03 Contract	Email From DAS/CS Procurement Unit
	<input checked="" type="checkbox"/>	Section 00 52 73 Subcontract Agreement Form (Named & Listed)	Email From DAS/CS Procurement Unit
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Liability Insurance Acord® form (See Section 00 62 16 Insurance Certificate Form for details)	Email From DAS/CS Procurement Unit
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Asbestos Abatement Liability Insurance (for asbestos abatement only; see Section 00 62 16.1 Asbestos Abatement Liability Insurance for details)	Email From DAS/CS Procurement Unit
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Section 00 92 10: Additional Forms	Performance Bond
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Labor & Material Bond
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Surety Sheet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		Bidder’s Certification: Financial Position & Corporate Structure
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Power of Attorney from the Surety Company	Surety Company
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Nonresident (Out of State) Contractors: <u>Verified Nonresident</u> General/Prime Contractors must submit a copy of their “ Notice of Verified Status ” (Verification Letter) from the CT Department of Revenue Services (DRS). <u>Unverified Nonresident</u> General/Prime Contractors must submit a copy of Form AU-965 “Acceptance of Surety Bond” from the DRS. (See Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors for additional details.)	CT Department of Revenue Services
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NEW: General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities: For projects disturbing one or more total acres of land area , submit a copy of the signed Stormwater Pollution Control Plan “Contractor Certification Statement” and License Transfer Form , as directed by the DAS/CS Architect/Engineer, prior to commencement of any construction activities.	DAS/CS Architect/Engineer
	<input checked="" type="checkbox"/>	Ethics Affidavit (Regarding State Ethics) OPM Ethics Form 6 for each Named Subcontractor	BizNet
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Threshold Projects Only: Submit Major Contractor Registration License Number(s) for Subcontractors	CT Department of Consumer Protection
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SEEC Form 10	SEEC Website
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Legal Existence from Corporations	Secretary of the State
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NEW: Contractor and Subcontractor Payments Reporting: Every Contractor (and its Subcontractors) shall log on to BizNet each month and enter payments they have received from the state, from the Contractor, or from a higher tier Subcontractor (as applicable).	BizNet

End of Section
 00 41 10 Bid Package Submittal Requirements

INSTRUCTIONS FOR CERTIFIED CHECK OR BID BOND (select one):

All Bidders:

Edit this page, print, sign, and scan to PDF. Upload the PDF form to BizNet.

- CERTIFIED CHECK OPTION:** *Prior* to the Date and Time of the Bid Opening:
(1) Check the box for "Certified Check Option";
(2) Print, scan to PDF, and upload the PDF form to Biznet; and
(3) Deliver the Certified Check, made payable to "Treasurer, State of Connecticut", to the following address:
State of Connecticut
Department of Administrative Services, Construction Services
Office of Legal Affairs, Policy, and Procurement
450 Columbus Boulevard, North Tower, Suite 1302
Hartford, CT 06103-1835
- BID BOND OPTION** (see template below): *Prior* to the Date and Time of the Bid Opening:
(1) Check the box for "Bid Bond Option";
(2) Complete the **Standard Bid Bond** (below), print, sign, scan to PDF, and upload the PDF Bid Bond to Biznet.

Standard Bid Bond

DAS | Construction Services | Office of Legal Affairs, Policy, and Procurement

KNOW ALL MEN BY THESE PRESENTS, That we, [Redacted],
[Redacted], hereinafter called the Principal,
of [Redacted], as Principal,
and [Redacted], hereinafter
called the Surety, a corporation organized and existing under the laws of the
State of [Redacted], 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, [Redacted]
[Redacted],
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.: [Redacted]
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 [Redacted] day of [Redacted], 20 [Redacted]

[Redacted] (Principal's Signature)	[Redacted] Surety
[Redacted] (Print Name)	[Redacted] Its attorney in fact Signature
[Redacted] Company Name	[Redacted] (Print Name)

General Contractor Bidder's Qualification Statement

DAS | Construction Services | Office of Legal Affairs, Policy, and Procurement

Instructions:

- All Bidders are **required** to **upload this form to BizNet**, properly completed, **prior to the date and time of the Bid Opening**.
- Failure of a Bidder to answer any question or provide required information **shall** be grounds for the awarding authority to disqualify and reject the bid, pursuant to Connecticut General Statutes §4b-92.
- If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable).
- Attach additional information on 8 ½" x 11" sheets with your letterhead as necessary and reference specific section and subsection numbers.
- **NOTE:** The Department reserves the right to request any additional or supplemental information necessary to complete its evaluation of a Bidder's qualification.

1.0 Project Information:

1.1 DAS/CS Project Number:

1.2 Project Name:

1.3 Project Location:

2.0 Projects with Construction Costs Estimated To Be Greater than \$500,000:

- Select the applicable **Class of Work** as stated in the **00 11 16 Invitation to Bid**.
- Select **YES** if your Firm has the applicable the **DAS Prequalification Certificate and Update (Bid) Statement** or **NO** if it does not.
- If **YES**, upload the applicable **DAS Prequalification Certificate and Update (Bid) Statement** to BizNet **prior** to the date and time of the Bid Opening.

Not Applicable - Construction Costs Less than \$500,000

Class of Work:

Does your Firm have the applicable
DAS Prequalification Certificate and
Update (Bid) Statement?

2.1 **General Building Construction (Group A):**

YES NO

2.2 **General Building Construction (Group B):**

YES NO

2.3 **General Building Construction (Group C):**

YES NO

2.4 **General Trades (Interior Work Only):**

YES NO

2.5 **CPS Projects ONLY: Insert Class of Work**

YES NO

3.0 Firm's Present Legal Name: (the *complete legal name exactly* as it appears with the **Secretary of State registry**. The appropriate **title** must be used throughout the documents, for example: General Partner, Member, Manager, Sole Member, etc.)

Name:

4.0 How many years has your Firm been in business under its **Present Legal Name**?

Years:

5.0 How many years has your Firm been in business as a General Contractor?

Years:

6.0 Indicate **all** other **names** by which your Firm has been known and the **length of time** known by each name:

6.1

Years	Months

6.2

Years	Months

6.3

Years	Months

7.0 This Firm's **Certification** with the CT Secretary of State:

Check Box

Type of Business Entity:

Certification Year

Corporation

Partnership

Sole Proprietorship

Limited Liability Company (LLC)

Other:

8.0 Attach resumes of all **supervisory personnel**, such as **Principals, Project Managers, and Superintendents**, who will be directly involved with the project on which you are now a bidder. Indicate their construction related training, certifications and licenses and the number of years of actual construction experience. Indicate the number of years of this actual construction experience which were in a Supervisory capacity.

9.0 Named Subcontractor – Bidder Intends to Self-Perform:

Check **YES** or **NO** for each “Named Subcontractor” **Class of Work** which your firm intends to perform with its own employees for this Contract; see **Section 2.7** of **Section 00 41 00 Bid Proposal Form**.

NOTE: For Projects with Construction Costs estimated to be greater than \$500,000, complete **Section 00 45 17 Named Subcontractor Bidder's Qualification Statement** for each **Named Subcontractor Class of Work** checked **YES** and submit within ten (10) calendar days *after* receipt of the “Set-Aside Contractor Schedule Request” from DAS/CS Office of Legal Affairs, Policy, and Procurement.

<input type="checkbox"/>	Not Applicable – No Named Subcontractors &/or Not Self-Performing	
	Named Subcontractor Class of Work	Does your Firm intend to self-perform this Named Subcontractor Class of Work?
9.1	Electrical:	YES <input type="checkbox"/> NO <input type="checkbox"/>
9.2	HVAC:	YES <input type="checkbox"/> NO <input type="checkbox"/>
9.3	Masonry:	YES <input type="checkbox"/> NO <input type="checkbox"/>
9.4	Plumbing:	YES <input type="checkbox"/> NO <input type="checkbox"/>
9.5	Environmental Remediation:	YES <input type="checkbox"/> NO <input type="checkbox"/>
9.6	Hazardous Materials Abatement:	YES <input type="checkbox"/> NO <input type="checkbox"/>

10.0 Named Subcontractor - Class of Work Greater than \$500,000 and Self-Performing:

- Select the applicable **Named Subcontractor Class of Work** which your firm intends to perform with its own employees for this Contract.
- Select **YES** if your Firm has the applicable the **DAS Prequalification Certificate and Update (Bid) Statement** or **NO** if it does not.
- If **YES**, submit the applicable **DAS Prequalification Certificate and Update (Bid) Statement** within ten (10) calendar days *after* receipt of the “Set-Aside Contractor Schedule Request” from DAS/CS Office of Legal Affairs, Policy, and Procurement.

<input type="checkbox"/>	Not Applicable – No Class of Work Greater \$500,000 &/or Not Self-Performing	
	Named Subcontractor Class of Work Greater Than \$500,000	Does your Firm have the applicable DAS Prequalification Certificate and Update (Bid) Statement?
10.1	<input type="checkbox"/> Electrical:	YES <input type="checkbox"/> NO <input type="checkbox"/>
10.2	<input type="checkbox"/> HVAC:	YES <input type="checkbox"/> NO <input type="checkbox"/>
10.3	<input type="checkbox"/> Masonry:	YES <input type="checkbox"/> NO <input type="checkbox"/>
10.4	<input type="checkbox"/> Plumbing:	YES <input type="checkbox"/> NO <input type="checkbox"/>

11.0 List all construction projects your Firm has completed in the **past five (5) years**. Provide **all** of the information listed below. DAS/CS *may* reject a bid as **non-responsive** if the bidder does not make **all** required pre-award submittals within the designated time period. Attach additional sheets as necessary **using the following format**:

IMPORTANT NOTE: Two (2) of the construction projects completed in the past five (5) years shall be (1) single project contracts that have reached substantial completion, not aggregate projects; (2) of commercial and/or institutional construction work (this includes compliance with general requirements); (3) within the Cost Estimate Range stated in Section 00 11 16 Invitation to Bid for this project; and (4) of the size and complexity of this Project. Failure to identify to **two** such projects **shall** result in rejection of the bid.

11.1 Project Title:		
11.2 Project Location:		
11.3 Construction Start Date:		
11.4 Construction Finish Date:		
11.5 Describe the Scope of Work your Firm performed:		
11.6 Original Contract Amount:		
11.7 Final Contract Amount:		
11.8 Original Contract Duration (Calendar Days):		
11.9 Final Contract Duration (Calendar Days):		
11.10 Owner:		
11.11 Owner's Representative:		
	<i>(Name)</i>	<i>(Phone Number)</i>
11.12 Design Firm:		
11.13 Design Firm's Representative:		
	<i>(Name)</i>	<i>(Phone Number)</i>

12.0 References:

Furnish references from **architects, engineers or owners** indicating that your Firm has satisfactorily completed in a timely manner contract work for projects within the cost estimate range, size and complexity of this project. Provide explanations where delays have occurred. This information should cover work done over the past five years.

13.0 Construction Scheduler:

For Projects greater than \$5 Million: Submit the **name, resume and references** of the **Construction Scheduler** in accordance with the requirements called for in Section **01 32 16.13 Critical Path Method Schedules** of the General Requirements.

Not Applicable – Project Less Than \$5 Million

14.0 List and explain if your Firm has ever failed to complete a contract or if any officer or partner of your Firm has ever been an officer or partner of another organization that failed to complete a contract. Indicate below the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

Not Applicable

15.0 List and explain if your Firm has ever had a contract terminated, indicating the circumstances leading to the project termination of contract(s):

Not Applicable

16.0 List and explain all legal or administrative proceedings against your Firm or any officers, principals, partners, members, or employees of the organization currently pending or concluded adversely within the last five years, and any judicial or administrative sanctions that are still in effect against such organization, and any of its officers, principals, partners, members, or employees. (Exclude Occupational Safety and Health Act [OSHA] violations which are called for elsewhere in this statement). Add attachments as necessary.

Not Applicable

17.0 List and explain any disbarments or suspensions that have been imposed on your Firm in the past five years or that were still in effect during the five year period or that are still in effect. Such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your Firm:

Not Applicable

18.0 List and explain any other reason(s) that precludes your Firm or any officer, principal, partner, member, or employees thereof from bidding on a contract in Connecticut or any other jurisdiction:

Not Applicable

19.0 List and explain all willful or serious violations your Firm has had of any OSHA or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition. Add attachments as necessary.

Not Applicable

20.0 List and explain any criminal convictions your Firm has had related to the injury or death of any employee in the three-year period preceding the bid: Add attachments as necessary.

Not Applicable

21.0 List and explain any changes in your Firm's financial condition or business organization, which might affect your Firm's ability to successfully complete this contract:

Not Applicable

22.0 **NEW:** List and explain if your Firm has ever failed to submit an Affirmative Action Plan to the Commission on Human Rights and Opportunities (CHRO). Indicate below the circumstances leading to the failure to submit the Affirmative Action Plan to CHRO:

Not Applicable

23.0 **NEW:** List and explain if your Firm's Affirmative Action Plan has ever been disapproved by CHRO or determined to be noncompliant. Indicate below the circumstances leading to the disapproval or finding of noncompliance of your Affirmative Action Plan by CHRO:

Not Applicable

24. Signature

Dated at

Signed this

 day of , 20

Name of Firm:

Firm Address:

Signature:

Print or Type Name:

Title:

25. Notary Statement

Mr./Mrs./Ms. being duly sworn

deposes and says that he/she is the of
(Position or Title)

, and that the answers to the foregoing
(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this day of , 20

Notary Public

My Commission Expires

, 20

End of Section

00 45 14 General Contractor Bidder's Qualification Statement

Objective Criteria Established for Evaluating Qualifications of Bidders:

CT DAS | Construction Services | Office of Legal Affairs, Policy, and Procurement

The following items are established pursuant to Sections 4b-92, 4b-94 and 4b-95a of the Connecticut General Statutes (C.G.S.) as amended.

The **Objective Criteria Established for Evaluating Qualifications of Bidders** (Section 00 45 15) are to assure that the State of Connecticut will secure the "lowest responsible and qualified bidder" who has the ability and capacity to successfully complete the Bid Proposal Form and the Work. Failure to comply with any portion of this requirement **may** cause **rejection** of the bid. **Note:** Individual Specification Sections **may** contain General Contractor and/or Subcontractor Qualification requirements that **exceed** those in **Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders**.

THE BIDDER MUST HAVE OR HAVE COMPLETED THE FOLLOWING:

1.1 DAS Prequalification Requirements:

For Projects with Construction Costs greater than \$500,000, **all Bidders** shall upload to BizNet a valid Department of Administrative Services (DAS) **Prequalification Certificate** and **Update (Bid) Statement** *prior* to the date and time of the Bid Opening.

1.2 Evaluation:

1.2.1 All Bidders shall upload to BizNet **Section 00 45 14 General Contractor's Bidder Qualifications Statement** *prior* to the date and time of the Bid Opening.

1.2.2 If applicable, the **Three (3) Lowest Bidders** shall submit **Section 00 45 17 Named Subcontractor's Bidder Qualification Statement(s)** to DAS Construction Services (DAS/CS) Office of Legal Affairs, Policy, and Procurement within **ten (10)** calendar days **after** receipt of the "Set-Aside Contractor Schedule Request" *from* DAS/CS.

1.2.3 The Bidder must demonstrate that the Bidder and, if applicable, its Named Subcontractors, meet the **objective criteria** for this specific project.

1.2.4 The **responses** to the Statement(s) must identify two (2) **projects completed** – single project contracts that have reached substantial completion, not aggregate projects – of commercial and/or institutional construction work (this includes compliance with general requirements) during the past five (5) years within the Cost Estimate Range stated in Section 00 11 16 **Invitation to Bid** for this project, and of the size and complexity of this project. The failure to identify to such projects shall result in rejection of the bid.

1.2.5 If the Bidder identifies two projects that meet the above criteria, the **State's evaluation** shall be based on the **performance record** of the prospective Bidder as a general, prime contractor and its named subcontractors during the course of the two (2) comparable projects, and not just the end result. The state will conduct the evaluation based on its interpretation of its objective criteria. **Evaluation criteria** shall include: Faithful and efficient performance; fulfilment of contract obligations; financial, managerial and technical abilities; and integrity and the absence of any conflicts of interest. Any one or all of the factors noted in this paragraph as well as in the other criteria set forth in this **Section 00 45 15** may be grounds for the determination by the State, in its sole discretion, of the Bidder's responsibility and qualifications necessary for the faithful performance of the work required of this project.

1.3 References:

Furnished **references from architects, engineers or owners** indicating that it has satisfactorily completed in a timely manner contract work for projects and provide explanations where delays have occurred. This information should cover work done over the **past five years**. Review of DAS/CS projects shall be included in the evaluation of the bidder's qualifications and anticipated future performance.

1.4	Qualified Personnel:
1.4.1	Shown that it customarily employs or has on its payroll supervisory personnel, qualified to perform the work required for this project and to coordinate the work called for in the Bid Specifications.
1.4.2	If the project is for \$5 Million or more, submit the name, resume and references of the Construction Scheduler in accordance with the requirements called for in Section 01 32 16.13 Critical Path Method Schedules of the General Requirements.
1.5	Past Performance:
	Demonstrated a good track record of past performance on State or other projects relative to quantity, quality, timeliness, cost, cooperation and harmonious working relationships with subcontractors, suppliers and client agencies. DAS/CS will review the Bidders past performance ratings prepared by DAS/CS or prepared as part of the DAS Contractor Prequalification Program. This review may focus on the comments relative to: Quality of Supervision, Adherence to Contract Documents, On Time Project Completion, Subcontractor performance, and the handling of Change Orders. Unacceptable ratings for several criteria shall be sufficient cause to deem a bidder not responsible.
1.6	Financial Responsibility:
	Shown that it is financially responsible to perform the work as bid. If requested, additional financial information shall be provided. Prompt and proper payments to its subcontractors and material suppliers is a critical factor to be considered by DAS/CS.
1.7	[Left Blank]
1.8	Equipment Requirements:
	Shown that it owns or possesses, rented, or leased equipment of the type customarily required by contractors in the performance of contract work and that such equipment, if needed, is available for this project.
1.9	Materials and Suppliers:
	Purchased materials over the past three years from suppliers who customarily sell such materials in quantity to contractors.
1.10	Physical Facilities:
	Control of adequate physical facilities from which the work can be performed.
1.11	Compliance with Subcontractor Requirements:
	Demonstrated that on previous state projects the bidder complied in good faith with the requirements of listing subcontractors as outlined in C.G.S. Sections 4b-93 and 4b-95.
1.12	Threshold Building and Major Contractor Requirements:
	Demonstrated that all major subcontractors are in compliance with the provisions of C.G.S. Section 20-341gg, as revised, concerning licensure requirements to perform work on any structure that exceeds the threshold limits contained in C.G.S. Section 29-276b, as revised.
1.13	OSHA Requirements:
	Proven that the Bidder has not been found to be in violation of three or more willful or serious violations of Occupational Safety and Health Administration (OSHA) regulations in the past three years.

1.14 Criminal Convictions and Injuries or Death of Employees:

Not received a **criminal conviction** related to the injury or death of any employee in the three-year period preceding the bid.

1.15 Legal or Administrative Proceedings:

Listed all **legal** (court and/or arbitration) or **administrative proceedings** currently pending as well as any legal (court and/or arbitration) or administrative proceeding related to procurement or performance of any public or private construction contracts which has concluded adversely within the last three years.

1.16 Contract Performance and Surety:

Identified any situations where: (1) the bidder failed to complete a construction contract; or (2) bonds were called during the past three years. If applicable, attach a sheet providing explanation including date(s) and location(s).

1.17 State Tax Requirements:

Not been found to be in violation of any **state tax** requirements of the Connecticut Department of Revenue Services in the five (5)-year period preceding the bid.

1.18 State and Federal Labor Requirements:

Not been found to be in violation of any State or Federal **labor laws** as required through the Department of Labor including violations of prevailing wage laws in the five (5)-year period preceding the bid.

1.19 Change Order Pricing and State Ethics:

Been found to be in compliance with all statutory and regulatory requirements. This Item shall include, but not be limited to, any DAS/CS determinations related to improper Change Order pricing relative to C.G.S. Section 1-101nn of The State Ethics Statutes.

1.20 Internal Revenue Services (IRS) Requirements:

Not been found in violation of any of the **Internal Revenue Service Tax Requirements** regarding classification of employees and independent contractors in the five (5)-year period preceding the bid.

1.21 Workers Compensation and Insurance Requirements:

Not been found to be in any violation of C.G.S. Section 31-288 relating to employee classification for purposes of Workers' Compensation insurance premiums in the five (5)-year period preceding the bid.

NOTE: The foregoing Item Numbers 1.13 and 1.14 are meant to comport with C.G.S. Section 31-57b.

End of Section
00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders

Named Subcontractor Bidder's Qualification Statement

DAS ● Construction Services ● Office of Legal Affairs, Policy, and Procurement

Instructions:

- This Section is **only applicable** to Projects with Construction Costs **Greater than \$500,000.00**. See **Subsection 2.7 Named Subcontractors and Classes of Work** of **00 41 00 Bid Proposal Form** for applicability.
- If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Attach additional information on 8 ½" x 11" sheets with your letterhead as necessary and reference specific subsection number.
- Submit this form for **each** of the Named Subcontractors, within **ten (10)** calendar days **after** receipt of the "Set-Aside Contractor Schedule Request" to:

State of Connecticut
Department of Administrative Services, Construction Services
Office of Legal Affairs, Policy, and Procurement
450 Columbus Boulevard, Suite 1302
Hartford, CT 06103

1.0 Project Information:

1.1 DAS/CS Project Number:

1.2 Project Name:

1.3 Project Location:

2.0 Named Subcontractor Class of Work:

Check the applicable Class of Work:

2.1 Electrical Work:

2.2 HVAC Work:

2.3 Masonry Work:

2.4 Plumbing Work:

2.5 Environmental Remediation:

2.6 Hazardous Materials Abatement:

3.0 Subcontractor's Present Legal Name:

Name:

4.0 How many years has the **Subcontractor** been in business under its **Present Legal Name**?

Years:

5.0 How many years has the **Subcontractor** been in business as a Subcontractor for this Class of Work?

Years:

6.0 If the **Subcontractor** has not always been a Subcontractor for this Class of Work then list the trade(s) that your firm customarily performed prior to the time that you became a Subcontractor in this **Class of Work**:

6.1

6.2

6.3

7.0 Indicate **all** other **names** by which this **Subcontractor** has been known and the **length of time** known by each name:

7.1	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 40px; height: 25px;" type="text"/>	<input style="width: 40px; height: 25px;" type="text"/>
		<i>Years</i>	<i>Months</i>
7.2	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 40px; height: 25px;" type="text"/>	<input style="width: 40px; height: 25px;" type="text"/>
		<i>Years</i>	<i>Months</i>
7.3	<input style="width: 95%; height: 40px;" type="text"/>	<input style="width: 40px; height: 25px;" type="text"/>	<input style="width: 40px; height: 25px;" type="text"/>
		<i>Years</i>	<i>Months</i>

8.0 The **Subcontractor's Certification** with the CT Secretary of State:

Check Box	Type of Business Entity:	Certification Year
<input type="checkbox"/>	Corporation	<input style="width: 100%; height: 25px;" type="text"/>
<input type="checkbox"/>	Partnership	<input style="width: 100%; height: 25px;" type="text"/>
<input type="checkbox"/>	Sole Proprietorship	<input style="width: 100%; height: 25px;" type="text"/>
<input type="checkbox"/>	Limited Liability Company (LLC)	<input style="width: 100%; height: 25px;" type="text"/>
<input type="checkbox"/>	Other: <input style="width: 350px; height: 25px;" type="text"/>	<input style="width: 100%; height: 25px;" type="text"/>

9.0 Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with this project on which you are now a **Named Subcontractor Bidder** for a specific **Class of Work**. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

10.0 List all sub-trades which your firm customarily performs with own employees – **this table must be completed for electrical and plumbing trades for all projects.**

	Trade Name	License Holder Name	Connecticut D.C.P. License No.: Format: Prefix - Number - Suffix
10.1			
10.2			
10.3			
10.4			
10.5			

11.0 Trade References:
 Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (attach separate sheets as necessary).

12.0 List all construction projects your firm currently has under contract. Provide **all** of the information listed below. DAS/CS *may* reject a bid as **non-responsive** if the bidder does not make **all** required pre-award submittals within the designated time period. Attach additional sheets as necessary **using the following format:**

12.1 Project Title:		
12.2 Project Location:		
12.3 Construction Start Date:		
12.4 Construction Finish Date:		
12.5 Describe the Scope of Work your Firm performed:		
12.6 Original Contract Amount:		
12.7 Final Contract Amount:		
12.8 Original Contract Duration (Calendar Days):		
12.9 Final Contract Duration (Calendar Days):		
12.10 *Briefly describe any complaints about your Firm's quality control or construction management.		
*Attach a separate sheet if more space is required.		
12.11 Owner:		
12.12 Owner's Representative:		
	<i>(Name)</i>	<i>(Phone Number)</i>
12.13 Design Firm:		
12.14 Design Firm's Representative:		
	<i>(Name)</i>	<i>(Phone Number)</i>
12.15 General Contractor:		
12.16 G.C.'s Representative:		
	<i>(Name)</i>	<i>(Phone Number)</i>

13.0 List **all** construction projects your firm has completed in the **past five (5) years or list the ten (10) projects** your firm has most recently completed. Provide **all** of the information listed below. DAS/CS *may* reject a bid as **non-responsive** if the bidder does not make **all** required pre-award submittals within the designated time period. Attach additional sheets as necessary **using the following format:**

13.1	Project Title:	<input type="text"/>	
13.2	Project Location:	<input type="text"/>	
13.3	Construction Start Date:	<input type="text"/>	
13.4	Construction Finish Date:	<input type="text"/>	
13.5	Describe the Scope of Work your Firm performed:	<input type="text"/>	
13.6	Original Contract Amount:	<input type="text"/>	
13.7	Final Contract Amount:	<input type="text"/>	
13.8	Original Contract Duration (Calendar Days):	<input type="text"/>	
13.9	Final Contract Duration (Calendar Days):	<input type="text"/>	
13.10	*Briefly describe any complaints about your Firm's quality control or construction management.	<input type="text"/>	
	*Attach a separate sheet if more space is required.		
13.11	Owner:	<input type="text"/>	
13.12	Owner's Representative:	<input type="text"/>	<input type="text"/>
		<i>(Name)</i>	<i>(Phone Number)</i>
13.13	Design Firm:	<input type="text"/>	
13.14	Design Firm's Representative:	<input type="text"/>	<input type="text"/>
		<i>(Name)</i>	<i>(Phone Number)</i>
13.15	General Contractor:	<input type="text"/>	
13.16	G.C.'s Representative:	<input type="text"/>	<input type="text"/>
		<i>(Name)</i>	<i>(Phone Number)</i>

14.0 Has your Firm ever failed to complete a contract or has any officer or partner of your Firm ever been an officer or partner of another organization that failed to complete a contract? If so, indicate below the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

Not Applicable

15.0 List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude Occupational Safety and Health Act [OSHA] violations which are called for elsewhere in this statement). Add attachment as necessary.

Not Applicable

16.0 List all willful or serious violations of any OSHA or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition. Add attachments as necessary.

Not Applicable

17.0 Has your Firm had any criminal convictions related to the injury or death of any employee in the three-year period preceding the bid? Please list any such convictions below. Add attachments as necessary.

Not Applicable

18. Signature

Dated at

Signed this day of , 20

Name of Firm:

Firm Address:

(Signature)

(Print or Type Name)

(Title)

19. Notary Statement

Mr./Mrs./Ms. being duly sworn
deposes and says that he/she is the of
(Position or Title)

, and that the answers to the foregoing
(Firm Name)
questions and all statements therein contained are true and correct.

Subscribed and sworn before me this day of , 20

Notary Public

My Commission Expires , 20

00 45 17 Named Subcontractor Bidder's Qualification Statement

Contract

DAS ● Construction Services ● Office of Legal Affairs, Policy, and Procurement

Contract For:

Dated as of by and between the **State of Connecticut** (herein called the
(Month, Day, Year)

“State”) acting herein by its Commissioner, Department of Administrative Services under the provisions of the Connecticut General Statutes (C.G.S.) Sections 4-8, 4a-1, 4a-2, 4b-1, and 4b-3, as revised, and (herein called the “Contractor”).

(Print Name of Contractor)

WITNESSETH, that the State and the Contractor in consideration of the hereinafter contained mutual promises and covenants, do hereby agree as follows:

1. CONTRACT AND CONTRACT DOCUMENTS:

The **Invitation for Bids**, the enumerated **Plans**, the **Specifications** and **Amendments** thereto, the **Addenda**, the **Bid Proposal** as accepted by the Commissioner, Department of Administrative Services, **Order of Award**, which Order is made a part of this **Contract**, the **General Conditions**, the **Supplementary Conditions**, the **General Requirements**, the **Contract** and the **Bonds** shall form part of this **Contract** and the **provisions** thereof shall be as binding upon the parties as if they were fully set forth herein. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents, are solely to facilitate to various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretations of the provisions to which they refer. Whenever the term “**Contract Documents**” is used, it shall mean and include this **Contract**, the **Invitation for Bids**, the enumerated **Plans**, **Specifications** and **Amendments** thereto, the **Addenda**, the **Bid Proposal** as accepted by the Commissioner, Department of Administrative Services, the **General Conditions**, the **General Requirements**, the **Bonds**, the **Instructions to Bidders**, the **Wage Scales**, the **Supplementary Conditions**, and the **Insurance Certificates**.

2. SCOPE OF THE WORK:

The Contractor shall furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the work contemplated by this Contract as required by and in strict accordance with applicable Plans, Specifications and Amendments thereto, and Addenda (hereinafter enumerated), and as required by and in strict accordance with such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract.

3. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA:

The following is an enumeration of the Plans, Specifications, and Addenda:

Prepared By:	<input type="text"/> <i>(Print Name of Architect/Engineer Firm)</i>
Plans and Specifications:	<input type="text"/>
Addenda:	<input type="text"/>

4. COMPENSATION TO BE PAID THE CONTRACTOR

The State will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligation hereunder the sum of:

<input type="text"/>	Dollars and 00/100 (\$	<input type="text"/>)
----------------------	------------------------	----------------------	---

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

For all State contracts as defined in the **C.G.S. §9-612(f)(1)(C)**, 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, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See **SEEC Form 10**.

Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all **Claims* associated with this Contract** that Contractor now has or may or will have and that arise under the antitrust laws of the United States, **15 USC Section 1, et seq.** and the antitrust laws of the State of Connecticut, **C.G.S. §35-24, et seq.**, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

***Definition of Claims associated with this Contract:** "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum."

IN WITNESS WHEREOF, the Commissioner, Department of Administrative Services for and on behalf of the State of Connecticut, and the Contractor have executed this contract on the day and year first written.

Attested By:		State Of Connecticut	
WITNESS: <input type="text"/>	(Signature)	By: <input type="text"/>	(Signature)
Print Name: <input type="text"/>		Print Name: Josh Geballe	
WITNESS: <input type="text"/>	(Signature)	Its: Commissioner	
Print Name: <input type="text"/>		Department of Administrative Services	
		Date Signed: <input type="text"/>	
			<input type="text"/>
			SEAL
WITNESS: <input type="text"/>	(Signature)	Contractor: <input type="text"/>	
Print Name: <input type="text"/>		By: <input type="text"/>	(Signature)
WITNESS: <input type="text"/>	(Signature)	Its: <input type="text"/> , Duly Authorized	
Print Name: <input type="text"/>		Print Name: <input type="text"/>	
		Date Signed: <input type="text"/>	

**End of Section
00 52 03 Contract**

Subcontract Agreement Form

DAS | Construction Services | Office of Legal Affairs, Policy, and Procurement

In accordance with the requirements of the Connecticut General Statutes (C.G.S.) §4b-96, the Contractor selected for the Contract shall provide to each of its listed or substitute Named Subcontractors the relevant subcontract, along with a notice setting forth the time limit for execution of such subcontract. The Contractor selected for the Contract shall file with the State of Connecticut Department of Administrative Services (DAS) Construction Services Office of Legal Affairs, Policy, and Procurement an executed copy of each subcontract within ten (10) days (Saturdays, Sundays and legal holidays excluded) of presentation of the subcontract to each subcontractor. Each subcontract shall include at least the provisions set forth in the **Subcontract** form found in C.G.S. §4b-96 and shall follow the order of this **Subcontract Agreement Form**.

C.G.S. §4b-96. Subcontract, form. Procedure on failure of subcontractor to execute subcontract. General bidder's responsibilities.

Within five days after being notified of the award of a general contract by the awarding authority, or, in the case of an approval of a substitute subcontractor by the awarding authority, within five days after being notified of such approval, the general bidder shall present to each listed or substitute subcontractor (1) a subcontract in the form set forth in this section and (2) a notice of the time limit under this section for executing a subcontract. If a listed subcontractor fails within five days, Saturdays, Sundays and legal holidays excluded, after presentation of a subcontract by the general bidder selected as a general contractor, to perform his agreement to execute a subcontract in the form hereinafter set forth with such general bidder, contingent upon the execution of the general contract, the general contractor shall select another subcontractor, with the approval of the awarding authority. When seeking approval for a substitute subcontractor, the general bidder shall provide the awarding authority with all documents showing (A) the general bidder's proper presentation of a subcontract to the listed subcontractor and (B) communications to or from such subcontractor after such presentation. The awarding authority shall adjust the contract price to reflect the difference between the amount of the price of the new subcontractor and the amount of the price of the listed subcontractor if the new subcontractor's price is lower and may adjust such contract price if the new subcontractor's price is higher. The general bidder shall, with respect to each listed subcontractor or approved substitute subcontractor, file with the awarding authority a copy of each executed subcontract within ten days, Saturdays, Sundays and legal holidays excluded, of presentation of a subcontract to such subcontractor. The subcontract shall be in the following form:

(See page 2 and page 3)

SUBCONTRACT

THIS AGREEMENT made this day of , 20, by and between a corporation organized and existing under the laws of (a partnership consisting of) (an individual doing business as) hereinafter called the "Contractor" located at (insert complete address) _____, and a corporation organized and existing under the laws of (a partnership consisting of) (an individual doing business as) hereinafter called the "Subcontractor", located at (insert complete address) _____.

WITNESSETH that the Contractor and the Subcontractor for the considerations hereafter named, agree as follows:

1. The Subcontractor agrees to furnish all labor and materials required for the completion of all work specified in Section No. of the specifications for (Name of Subtrade) and the plans referred to therein and addenda No. , and for the (Complete title of project and the project number taken from the title page of the specifications) all as prepared by (Name of Architect or Engineer) for the sum of (\$) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following alternates:

Supplemental No. (s) , , , , , .

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described plans, specifications (including all general conditions stated therein which apply to his trade) and addenda No. , , , and , and , and to assume to the Contractor all the obligations and responsibilities that the Contractor by those documents assumes to the (Awarding Authority) , hereinafter called the "Awarding Authority", except to the extent that provisions contained therein are by their terms or by law applicable only to the Contractor.

(b) The Contractor agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

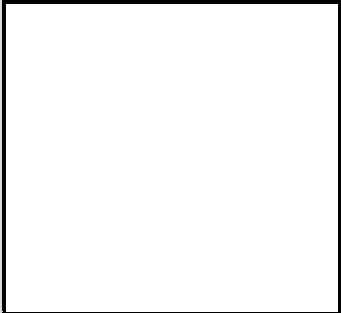
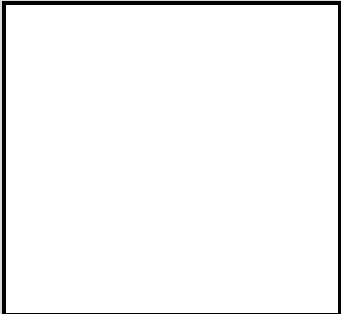
2. The Contractor agrees to begin, prosecute and complete the entire work specified by the Awarding Authority in an orderly manner so that the Subcontractor will be able to begin, prosecute and complete the work described in this subcontract; and, in consideration thereof, upon notice from the Contractor, either oral or in writing, the Subcontractor agrees to begin, prosecute and complete the work described in this Subcontract in an orderly manner in accordance with completion schedules prescribed by the general contractor for each subcontract work item, based on consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.

4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.

5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

Subcontractor	
	<input type="text"/>
	Subcontractor
	By: <input type="text"/>
	<i>(Print Name)</i>
	Its: <input type="text"/>
	Duly Authorized
ATTEST: <input type="text"/>	<input type="text"/>
<i>(Signature)</i>	<i>(Subcontractor Signature)</i>
Date: <input type="text"/>	Date: <input type="text"/>
Contractor	
	<input type="text"/>
	Contractor
	By: <input type="text"/>
	<i>(Print Name)</i>
	Its: <input type="text"/>
	Duly Authorized
ATTEST: <input type="text"/>	<input type="text"/>
<i>(Signature)</i>	<i>(Contractor Signature)</i>
Date: <input type="text"/>	Date: <input type="text"/>

**End of Section
00 52 73 Subcontract Agreement Form**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		FAX (A.C. No.):	
	PHONE (A.C. No. Ext.):		E-MAIL ADDRESS:	
INSURED Contractor's Legal Name and Address	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A:			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD. SUIN INSR. WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-WIDE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		Policy Number must be provided	Policy Effective Date must be provided	Policy Expiration Date must be provided	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADY INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CCMPOCP 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 must be provided	Policy Effective Date must be provided	Policy Expiration Date must be provided	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Policy Number must be provided	Policy Effective Date must be provided	Policy Expiration Date must be provided	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Owner's and Contractor's Protective Liability Builder's Risk (include here when applicable)					Bodily Injury or Death (per occ.) Total \$ 1,000,000 Property Damages Total (aggregate) \$ 2,000,000 Completed Value

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Indicate Project Number and Title here

The State of Connecticut is an Additional Insured with respect to General Liability and Umbrella/Excess Liability Insurance coverage.

If Builder's Risk and or Inland Marine/Transit Insurance is required then the State is endorsed as a Loss Payee.

CERTIFICATE HOLDER State of Connecticut Department of Administrative Services, Construction Services Office of Legal Affairs, Policy and Procurement 450 Columbus Boulevard, Suite 1302 Hartford, CT 06103-1838	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Agent of Producer
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ACORD 25 (2010/05)

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End of Section
 00 62 16 Certificate of Insurance

**General Conditions of the Contract for Construction
 For Design-Bid-Build
 Department of Construction Services
 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 ACCEPTANCE: The Owner's acknowledgement of the Work from the Contractor upon certification by the Construction Administrator and Architect or Engineer that all Work has been completed.

1.2 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.

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

1.4 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.

1.5 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.

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

1.7 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.

1.8 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.

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

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

1.11 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.

1.12 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.

1.13 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.

1.14 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.

1.15 CERTIFICATE OF ACCEPTANCE: A document issued by the Owner to the Contractor stating that all Work specified in the Certificate of Acceptance has been completed and accepted by the Owner.

1.16 CERTIFICATE OF COMPLIANCE: A document 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 or Engineer 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, Department of Construction Services (CT DCS) Commissioner acting directly or through specifically authorized CT DCS personnel or agent(s) having authority to perform duties defined in Article 25.

1.21 COMMISSIONING AGENT (CxA): An independent entity under contract directly with the Owner or Owner's Representative responsible for performing the specified commissioning procedures.

1.22 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 Department of Construction Services Assistant Project Manager, Department of Construction Services 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.

1.23 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. Any Construction Change Directive effecting an adjustment to the Contract Sum or Contract Time shall result in a Change Order.

1.24 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.

1.25 CONTRACTOR OR GENERAL CONTRACTOR: A sole proprietor, partnership, firm or Corporation, under direct Contract with the Department of Construction Services, 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.

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

1.27 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.

1.28 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.

1.29 CONTRACT TIME: The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all Working Days and Non-Working Days as further defined herein and specified in the Contract Documents.

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

1.31 DEPARTMENT OF CONSTRUCTION SERVICES (CT DCS) 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.

1.32 DIESEL VEHICLE EMISSIONS CONTROL: The reduction of air pollution emissions from diesel powered vehicles through the use of diesel engine emission control technologies.

1.33 EQUAL(S): Any deviation from the Specification which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the first listed manufacturer or first listed procedure specified after review by the Architect/Engineer, and may be rejected or approved at the sole discretion of the Owner. All equals must be substantially equivalent to the first manufacturer or first procedure listed in the Specifications with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, rating, and cost. 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.

1.34 FINAL INSPECTION: Review of the Work by the Architect or Engineer and Owner to determine whether Acceptance has been achieved.

1.35 FINAL PAYMENT: The last payment made by the Owner to the Contractor, made after notice of the 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 00 of the Specifications.

1.37 GENERAL REQUIREMENTS: That part of the Contract Documents entitled General Requirements, which is Division 01 of the Specifications.

1.38 GUARANTEE: See Warranty.

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 MOBILE SOURCE: A source designed or constructed to move from one location to another during normal operation except portable equipment and includes, but is not limited to, automobiles, buses, trucks, tractors, earth moving equipment, hoists, cranes, aircraft, locomotives operating on rails, vessels for transportation on water, lawnmowers, and other small home appliances.

1.42 NON-WORKING DAYS: All Saturdays, Sundays, Legal State Holidays (12), and any other Days identified in the

Contract Documents that the Contractor is not permitted to execute the Work. The restriction of Non-Working Days may be suspended upon the approval or direction of the Commissioner.

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, Department of Construction Services acting through its Commissioner or specifically authorized Department personnel or agent.

1.46 OVERHEAD: Indirect costs including: supervision (any position over the foreman), field and home office expense, insurance, and small tools and consumables.

1.47 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.

1.48 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 49-41.

1.49 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.

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

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

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

1.53 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.

1.54 RETAINAGE: A percentage of each Application for Payment and a percentage of the total Contract Sum retained by the Owner.

1.55 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 as well as Substantial Completion and Acceptance of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

1.56 SCHEDULE OF VALUES: A document furnished by the Contractor to the Architect or Engineer 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.

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

1.58 SENSITIVE RECEPTOR SITES: Areas where concentrations of diesel emissions may be harmful to sensitive populations, including, but not limited to, hospitals, school and university buildings being occupied during a student semester, residential structures, daycare facilities, elderly housing, and convalescent facilities.

1.59 SHOP DRAWINGS: Drawings provided to Architect or Engineer 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.

1.60 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.

1.61 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.

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

1.63 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.

1.64 SUBSTITUTION: Any deviation from the specified requirements, which is defined as follows: A replacement for

the specified material, device, procedure, equipment, etc., which is not recognized or accepted as equal to the first manufacturer or procedure listed in the Specification after review by the Architect/Engineer, and may be rejected or approved by the Owner. The Substitution is not equal to the specified requirement in comparison to the first manufacturer or first procedure listed in the Specifications in one or more of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, cost, and rating. The Substitution constitutes a modification in the scope of Work, the Schedule, or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.65 SUPERINTENDENT: The Contractor's representative at the site who is responsible for continuous field supervision, coordination, in, 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.

1.66 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.

1.67 SUPPLEMENTARY CONDITIONS: An extension 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.

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

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

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

1.71 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.

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 All Communications from the Contractor concerning proposed changes to the Contract Sum, Contract Time, or Work shall be in writing.

2.7 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 or 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 Supplementary Conditions take precedence over the General Conditions.

3.1.3 The General Conditions take precedence over the General Requirements.

3.1.4 The Specifications shall take precedence over the Plans.

3.1.5 Stated dimensions shall take precedence over scaled dimensions.

3.1.6 Large-scale detail Drawings shall take precedence over small-scale Drawings.

3.1.7 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 Payment, 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 Contract 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. Such costs include, but are not limited to, extended home office costs, field office costs, or 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 project manager who shall represent the Contractor. Communications given to the project manager shall be binding as if given to the Contractor. The project manager will be employed full time on the Project and be located and assigned to the Project site during and for the duration of the Work.

4.10 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.

4.11 Upon execution of the Contract, materials may be purchased. No material escalation costs will be valid or compensable unless the Owner directs, in writing, a delay in the procurement.

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 Drawings, and samples, with such promptness as to cause no delay in the Work.

5.2 Correction or approval of such Submittals, Shop Drawings, product data and samples will be made with reasonable promptness by the Architect or Engineer. 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 Shop Drawings, Schedules or samples shall be fabricated, delivered or installed until approved by the Architect or Engineer.

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 other 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 at two distinct times, as follows:

8.1.1 Liquidated Damages – Substantial Completion:

If the Contractor fails to achieve Substantial Completion of the Work by the Substantial Completion Date, and such delay is not otherwise excused under this Contract, then the Contractor agrees to pay to the Owner Liquidated Damages for the dollar amount specified in the Bid Proposal Form for this Project, for each Day beyond Substantial Completion that the Contractor fails to achieve Substantial Completion. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the neglect, failure, or refusal of the Contractor to substantially complete the Project by the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for Liquidated Damages in this Contract, or in pursuing any relief pursuant to such provision:

.1 the parties do not intend to set a price for the privilege not to perform;

.2 the availability of Liquidated Damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and

.3 the remedies available to the Owner under this Agreement are cumulative and not exclusive.

8.1.2 Liquidated Damages – Acceptance:

If the Contractor fails to complete all of the Work required for Acceptance of the Work within ninety (90) Days of Substantial Completion then the Contractor agrees to pay

to the Owner Liquidated Damages for the dollar amount specified in the Bid Proposal Form for each Day in excess of ninety (90) Days beyond the Substantial Completion Date that the Contractor fails achieve Acceptance. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the failure of the Contractor to complete all of the Work required for Acceptance within ninety (90) Days of the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for Liquidated Damages in this Contract, or in pursuing any relief pursuant to such provision:

- .1 the parties do not intend to set a price for the privilege not to perform;
- .2 the availability of Liquidated Damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and
- .3 the remedies available to the Owner under this Agreement are cumulative and not exclusive.

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 person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, 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 persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday."

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) 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 14 Days 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.

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 and/or Construction Administrator 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 Overtime, increased manpower, and additional shifts: If ordered by the Owner in writing, the Contractor shall work overtime, and/or add additional manpower and/or shifts:

11.3.1 If the Contractor is not behind Schedule, the Owner will pay the Contractor the actual additional premium portion of the wages for overtime or additional shift work not included in the Contract price, but the Contractor shall not be entitled to Overhead and Profit.

11.3.2 If the Contractor, through its sole or partial fault or neglect is behind Schedule, the Owner may order the Contractor, at the Contractor's expense, to increase its manpower or to work any overtime or additional shifts or take other action necessary to expedite the Work to meet the Project Schedule.

11.3.3 If the Schedule is shown to be more than 21 Days behind in any critical activity, overtime, increase manpower and/or additional shifts shall be implemented immediately regardless of who is at fault. A disagreement over the cause of the impact will not relieve the Contractor from the obligation of complying with this Article. Once liability for the impact is determined, compensation will be determined in accordance with 11.3.1 or 11.3.2.

11.3.4 The Owner reserves the right to suspend activity under Paragraph 11.3. Suspension shall be in writing and at the sole discretion of the Commissioner.

11.4 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. Should this Contract be for a Construction Services

Project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes 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 no 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 subdivision 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 25. 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 a Change Order makes the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.

13.4 The Contractor shall not be entitled to an extension of time if in the opinion of the Owner the Additional Work in conjunction with the Work can be performed without impact on the Contract Time.

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 the Additional Work cannot be performed in conjunction with the Work without impact on the original Substantial Completion and/or Acceptance (if applicable) date.

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 Owner may rely on costs, prices, and documentation provided by the Contractor or Subcontractor in agreeing to a Lump Sum. If the Owner believes that additional information is necessary to substantiate the accuracy of the cost, the Owner reserves the right to request and receive additional information from 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) No Change Order Proposal shall be negotiated if the request is solely for the increased labor rate over those originally carried by the Contractor in its original bid. Additional foreman hours shall not be included unless additional crews are added and/or a compensable time extension is granted. Project Executive time shall not be included as a direct cost as it is part of the overhead mark-up allowed. Project manager hours shall not be included unless a compensable time extension is granted.

13.6.1.3.2 Material: (Actual cost to the Contractor or Subcontractor) Cost shall not be based upon list pricing unless it reflects the actual prices being paid and no discounts or other offsets are being received by the Contractor or Subcontractor. No Change Order Proposal shall be negotiated if the request is solely for the escalation of material prices over those originally carried by the Contractor in its original bid.

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.

13.6.1.6 Small Tools:
Include items such as shovels, picks, rakes, ladders, and power tools which are expected to be utilized on a project. Trade related equipment, hand tools, and power tools normally supplied with the labor or are normally expected to be owned in the performance of the typical work for a trade are not compensable. These costs shall not be approved as part of the Direct Cost of a Change Order as they are included in the Contractor's overhead mark-up percentage.

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

13.6.2.1 Contractor's mark-up for Work performed by its 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 mark-up for Work performed by its Subcontractor's forces and not allowable for any subsidiary in which the Contractor has a majority ownership:

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) Subcontractor's mark-up for Work performed by its 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 mark-up for Work performed by its Secondary Subcontractor's forces. Limited to one level (tier) below the Subcontractor and not allowable for any subsidiary in which the Subcontractor has a majority ownership.

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

13.7 BOND COSTS

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

13.7.2 The Contractor shall notify the bonding company at each \$500,000 increase to the contract value as the cumulative result of change orders. A copy of the Consent of Surety must be provided to the Owner prior to the execution of any change order which exceeds each cumulative \$500,000.

13.8 Trade discounts, rebates, and amounts received from the sales by the Contractor of surplus materials and equipment shall accrue to the Owner.

13.9 If the parties cannot agree upon a Lump Sum, then the Commissioner, through the Project Manager, 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 determined by time and material or Unit Prices based upon the same information required in Subparagraphs 13.6.1.3.3.1 through 13.6.1.5:

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

13.9.1.2 Material: (Used by Contractor's or Subcontractor'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 Failure of the Contractor to negotiate in good faith issues of time and costs or failure to provide requested documentation within fourteen (14) 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 Project Manager, shall issue a Change 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 then 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 Submittals – Equals and Substitution Requests:

15.3.1 Substitution of Materials and Equipment before Bid Opening. The Owner will consider requests for Equals or Substitutions, if made prior to the receipt of the Bid. The information on all materials shall be consistent with the information herein.

15.3.1.1 Statement of Variances – a statement of variances must list all features of the proposed Substitution which differ from the Drawings, Specifications and/or product(s) specified and must further certify that the Substitution has no other variant features. A request will be denied if submitted without sufficient evidence.

15.3.1.2 Substitution Denial – any Substitution request not complying with the above requirements will be denied. Substitution request sent after the deadline established in the Notice to Bidder will be denied.

15.3.1.3 An addendum shall be issued to inform all prospective Bidders of any accepted Substitution in accordance with Owner's addenda procedures.

15.3.2 **Substitution of Materials and Equipment After Bid Opening:** Subject to the Architect or Engineer's determination, if the material or equipment is Equal to the

one specified or pre-qualified and the CT DCS Project Manager's approval of such determination, Substitution of Material or Equipment may be allowed after the Letter of Award is issued only:

15.3.2.1 If the specified or pre-qualified item is delayed by unforeseeable contingencies beyond the control of the Contractor which would cause a delay in the Project completion;

15.3.2.2 If any specified or pre-qualified item is found to be unusable or unavailable due to a change by the manufacturer or other circumstances; or

15.3.2.3 If the Contractor desires to provide a more recently developed material, equipment, or manufactured model from the same named manufacturer than the one specified or pre-qualified; or

15.3.2.4 If the specified material and/or equipment inadvertently lists only a single manufacturer.

15.4 Contractor shall submit each request for Equal or Substitution to the Architect or Engineer 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, and the Contractor shall not be entitled to any claim for damages for delay.

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 is 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 a 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 payment and 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 materials. 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.

16.5 Cost of Systems Commissioning Retesting: The cost to retest a pre-functional or functional test, if the Contractor is responsible for the deficiency, shall be the Contractor's. If the Contractor is not responsible, any cost

recovery for retesting costs shall be negotiated with the Contractor.

16.5.1 For a deficiency identified, not related to any pre-functional checklist or start-up fault, the following shall apply: The Commissioning Agent (CxA) and Construction Administrator will direct the retesting of the equipment once at no "charge" to the Contractor for their time. However, the Commissioning Agent's and Construction Administrator's time for additional testing will be charged to the Contractor.

16.5.2 The time for the Systems Commissioning Agent and Construction Administrator to direct any retesting required because a specific pre-functional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back charged to the Contractor.

16.5.3 Any required retesting by any Subcontractor shall not be considered a justified reason for a claim of delay or for a time extension by the Contractor.

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 payment 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 Days, as further defined under Paragraph 1.71 herein, prior to the start of any excavation. The Contractor shall also notify the Owner and Agency at least (3) Working 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 excavations, 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 provide 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 proposed contract bid price as stated on the Bid Proposal Form, 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 ninety (90) 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 Acceptance of the Work, the Contractor shall remove from and about the site of the Work, all rubbish, 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 CT DCS Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's, and/or Architect's or Engineer's, ability to revoke, alter, enlarge or relax any requirement of the Contract 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 CT DCS 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 of the Connecticut General Statutes, the public auditors of the State of Connecticut and the auditors or accountants of the

Commissioner of Construction Services 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.

27.3.3 Further detail can be found in the General Requirements 01.29.76; paragraphs 1.3.B.4 for this 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-Built Drawings 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 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 the materials suitably stored on the site.

28.2 In making such Application For Payment for the Work, there shall be deducted **seven** and **one-half** percent (7.5%) of the amount of each Application for Payment to be retained by the Owner as Retainage until Final Completion.

28.2.1 The Commissioner has the sole discretion in the determination of reduction in Retainage. At fifty percent (50%) completion of the Work the Owner shall issue a "Contractor's Performance Evaluation". If the Contractor receives a performance evaluation score of "Good" or better, then the Retainage withheld may be reduced to five percent (5%). All subsequent Applications for Payment shall be subject to five percent (5%) Retainage. Upon Substantial Completion, the Retainage may be reduced at the request of the Contractor and recommendation of the CT DCS Project Manager. In the event of a reduction in Retainage to below five percent (5%), the minimum Retainage withheld shall not be less than the CT DCS Project Manager's estimate of the remaining Work or two and one-half percent (2.5%), which ever is greater. All requests for Retainage Reduction shall be done on CT DCS Form 7048 General Contractor Retainage Reduction Request, which can be found at the end of the General Conditions.

28.2.2 Subsequent to Substantial Completion, in limited circumstances, at the sole discretion of the Commissioner, a reduction of Retainage below Two and one-half percent (2.5%) may be considered.

28.2.3 A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of sixty percent (60%).

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 or Engineer'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 or Engineer'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.

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.

28.3.6 All approved credit change orders have been invoiced.

28.3.7 All Change Order requests for pricing are current.

28.3.8 The Contractor has and is maintaining a clean worksite in accordance with the Contract Documents.

28.3.9 All Subcontractor payments are current at the time of reduction request.

28.3.10 Contractor is compliant with set-aside provisions of the contract.

28.3.2.11 Pursuant to C.G.S. Sec. 4a-101, the General Contractor shall compile evaluation information during the performance of the contract on each of its subcontractors who are performing work with a value in excess of five hundred thousand dollars (\$500,000.00). The General Contractor shall complete and submit to the State of Connecticut Department of Construction Services (CT DCS) evaluations of each such subcontractor upon fifty percent (50%) completion of the project and upon Substantial Completion of the project. The General Contractor acknowledges that its failure to complete and submit these evaluations in a timely manner may, by statute; result in a delay in project funding and, consequently, payment to the General Contractor.

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

28.5 At his or her 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 its 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 Engineer, or Construction Administrator shall have inspected said materials and equipment and recommended payment therefore. The Contractor shall pay for the cost of the Architect's or Engineer's, or Construction Administrator's 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 it 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
SUBSTANTIAL 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 in writing to the Construction Administrator. The request shall certify that the Contractor has completed its own inspection prior to the request and that the Contractor is compliant with all requirements of Section 01 77 00 of the General Requirements. The request must also include a statement that a principal or senior executive of the Contractor is ready, willing and able to attend a walk through inspection with the Architect or Engineer.

30.1.2 Upon receipt of the request, the Architect or Engineer, Construction Administrator and Owner, will make an inspection to determine if the Work or designated portion thereof is Substantially Complete. A principal or senior executive of the Contractor shall accompany the Architect or Engineer during each inspection/re-inspection. 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. Any

costs for re-inspection beyond one, shall be at the expense of the Contractor and such costs will be recovered by issuance of a credit Change Order. 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. If the punch list is not complete in 90 Days, the Owner reserves the right to complete the outstanding punch list items with their own forces or by awarding separate contracts and to deduct the cost thereof from the amounts remaining due to the Contractor.

30.1.4 The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, and Architect or Engineer. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Construction Administrator and Architect or Engineer, 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 Acceptance:

30.2.1 Upon completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for inspection and Acceptance.

30.2.2 When the Work has been completed in accordance with terms and conditions of the Contract Document as determined by the Owner a Certificate of Acceptance shall be issued by the Owner.

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 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 or Engineer 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 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.

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 Article 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 Drawings, 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 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 being 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 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 All Work and materials obtained by the Contractor for the Work, that have been incorporated into the Work, inspected, tested as required, accepted by the Commissioner, and paid for by the State, shall become the property of the State.

33.2.3 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.

33.2.4 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 00 62 16 CERTIFICATE OF INSURANCE and 00 40 13 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of the 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 Bidding and Contracts Unit, Department of Construction Services, 165 Capitol Avenue, Room G-35, Hartford, CT 06106 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, the Department of Construction Services, 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 Automobile Liability 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 coverage.

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 00 92 00 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 the Federal Act endorsement for the U.S. Longshoremen's and Harbor Workers Act.

35.1.6 Special Hazards Insurance, if required, will be stated in SECTION 00 40 13 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 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 00 40 13 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/or 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 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.

35.4 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.

35.5 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.

35.6 Hold Harmless Provisions: The Contractor shall at all times indemnify and save harmless the State of Connecticut, the Department of Construction Services, 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 or 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 Department of Construction Services.

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 the 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 the 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 CLAIMS

38.1 General: When filing a formal claim under Section 4-61 (referred to as "Section 4-61" below) of the Connecticut

General Statutes (as revised), either as a lawsuit in the Superior Court or as a demand for arbitration, the Contractor must follow the procedures and comply with the requirements set forth in this Article. This Section does not, unless so specified, govern informal claims for additional compensation which the Contractor may bring before the Department. The Contractor should understand, however, that the Department may need, before the Department can resolve such a claim, the same kinds of documentation and other substantiation that it requires under this Article. It is the intent of the Department to compensate the Contractor for actual increased costs caused by or arising from acts or omissions on the part of the Department that violate legal or contractual duties owed to the Contractor by the Department.

38.2 Notice of Claim: Whenever the Contractor intends to file a formal claim against the Department under Section 4-61, seeking compensation for additional costs, the Contractor shall notify the Commissioner in writing (in strict compliance with Section 4-61) of the details of said claim. Such written notice shall contain all pertinent information described in Paragraph 38.5 below.

Once formal notice of a claim under Section 4-61(b) (as revised) has been given to the Commissioner, the claimant may not change the claim in any way, in either concept or monetary amount, (1) without filing a new notice of claim and demand for arbitration to reflect any such change, and (2) without the minimum period of six months after filing of the new demand commencing again and running before any hearing on the merits of the claim may be held. The only exception to this limitation will be for damages that continue to accrue after submission of the notice, in ways described and anticipated in the notice.

38.3 Record Keeping: The Contractor shall keep daily records of all costs incurred in connection with its Work on behalf of the Department. The daily records shall identify each aspect of the Project affected by matters related to any claim for additional compensation that the Contractor has filed, intends to file, or has reason to believe that it may file against the Department; the specific Project locations where Project work has been so affected; the number of people working on the affected aspects of the Project at the pertinent time(s); and the types and number of pieces of equipment on the Project site at the pertinent time(s). Any potential or anticipated effect on the Project's progress or Schedule which may result in a claim by the Contractor shall be noted contemporaneously with the cause of the effect, or as soon thereafter as possible.

38.4 Claim Compensation: The payment of any claim, or any portion thereof, that is deemed valid by the Department shall be made in accordance with the following provisions of this Article:

38.4.1 Compensable Items: The liability of the Department for claims will be limited to the following specifically identified items of cost, insofar as they have not otherwise been paid for by the Department, and insofar as they were caused solely by the actions or omissions of the Department or its agents (except that with regard to payment for extra work, the Department will pay to the Contractor the Overhead and profit percentages provided for in Article 13.):

38.4.1.1 Additional Project-site labor expenses.

38.4.1.2 Additional costs for materials.

38.4.1.3 Additional, unabsorbed Project-site Overhead (e.g., for mobilization and demobilization).

38.4.1.4 Additional costs for active equipment.

38.4.1.5 For each Day of Project delay or suspension caused solely by actions or omissions of the Department either:

38.4.1.5.1 an additional ten percent (10%) of the total amount of the costs identified in Subparagraphs 38.4.1.1 through 38.4.1.4 above; except that if the delay or suspension period prevented the Contractor from incurring enough Project costs under Subparagraphs 38.4.1.1 through 38.4.1.4 during that period to require a payment by the Department that would be greater than the payment described in Subparagraph 38.4.1.5.2 below, then the payment for affected home office Overhead and profit shall instead be made in the following *per diem* amount :

38.4.1.5.2 six percent (6%) of the original total Contract amount divided by the original number of Days of Contract Time. Payment under either 38.4.1.5.1 or 38.4.1.5.2 hereof shall be deemed to be complete and mutually satisfactory compensation for any unabsorbed home office overhead and any profit related to the period of delay or suspension.

38.4.1.6 Additional equipment costs. Only actual equipment costs shall be used in the calculation of any compensation to be made in response to claims for additional Project compensation. Actual equipment costs shall be based upon records kept in the normal course of business and in accordance with generally accepted accounting principles. Under no circumstances shall Blue Book or other guide or rental rates be used for this purpose (unless the Contractor had to rent the equipment from an unrelated party, in which case the actual rental charges paid by the Contractor, so long as they are reasonable, shall be used). Idle equipment, for instance, shall be paid for based only on its actual cost to the Contractor.

38.4.1.7 Subcontractor costs limited to, and determined in accordance with, Subparagraphs 38.4.1.1 through 38.4.1.5 above and applicable statutory and case law. Such Subcontractor costs may be paid for by the Department only: (a) in the context of an informal claims settlement; or (b) if the Contractor has itself paid or legally assumed, present unconditional liability for those Subcontractor costs.

38.4.2 Excusable But Not Compensable Items: The Contractor may be allowed Days but the Department will have no liability for the following non-compensable items:

38.4.2.1 Abnormal or unusually severe weather

38.4.2.2 Acts of God

38.4.2.3 Force Majeure

38.4.2.4 Concurrent Delay

38.4.3 Non-Compensable Items: The Department will have no liability for the following specifically-identified non-compensable items:

- 38.4.3.1** Profit, in excess of that provided for herein.
- 38.4.3.2** Loss of anticipated profit.
- 38.4.3.3** Loss of bidding opportunities.
- 38.4.3.4** Reduction of bidding capacity.
- 38.4.3.5** Home office overhead in excess of that provided for in Subparagraph 38.4.1.5 hereof.
- 38.4.3.6** Attorneys fees, claims preparation expenses, or other costs of claims proceedings or resolution.
- 38.4.3.7** Subcontractor failure to perform
- 38.4.3.8** Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these specifications or elsewhere in the Contract.

38.5 Required Claim Documentation: All claims shall be submitted in writing to the Commissioner, and shall be sufficient in detail to enable the Department to ascertain the basis and the amount of each claim, and to investigate and evaluate each claim in detail. As a minimum, the Contractor must provide the following information for each and every claim and sub-claim asserted:

- 38.5.1** detailed factual statement of the claim, with all dates, locations and items of Work pertinent to the claim.
- 38.5.2** A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim must be specifically identified or explained.
- 38.5.3** Excerpts from manuals or other texts which are standard in the industry, if available, that support the Contractor's claim.
- 38.5.4** The details of the circumstances that gave rise to the claim.
- 38.5.5** The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the Contractor.
- 38.5.6** Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.
- 38.5.7** If an extension of time is sought, the specific dates and number of Days for which it is sought, and the basis or bases for the extension sought. A critical path method, bar chart, or other type of graphical schedule that supports the extension must be submitted.
- 38.5.8** When submitting any claim over \$50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

- 38.5.8.1** That supporting data is accurate and complete to the Contractor's best knowledge and belief;

- 38.5.8.2** That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Department's liability;

- 38.5.8.3** The certification shall be executed by:

- 38.5.8.3.1** If the Contractor is an individual, the certification shall be executed by that individual.

- 38.5.8.3.2** If the Contractor is not an individual, the certification shall be executed by a senior company official in charge at the Contractor's plant or location involved or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

38.6 Auditing of Claims: All claims filed against the Department shall be subject to audit by the Department or its agents at any time following the filing of such claim. The Contractor and its Subcontractors and suppliers shall cooperate fully with the Department's auditors. Failure of the Contractor, its Subcontractors, or its suppliers to maintain and retain sufficient records to allow the Department or its agents to fully evaluate the claim shall constitute a waiver of any portion of such claim that cannot be verified by specific, adequate, contemporaneous records, and shall bar recovery on any claim or any portion of a claim for which such verification is not produced. Without limiting the foregoing requirements, and as a minimum, the Contractor shall make available to the Department and its agents the following documents in connection with any claim that the Contractor submits:

- 38.6.1** Daily time sheets and foreman's daily reports.
- 38.6.2** Union agreements, if any.
- 38.6.3** Insurance, welfare, and benefits records.
- 38.6.4** Payroll register.
- 38.6.5** Earnings records.
- 38.6.6** Payroll tax returns.

- 38.6.7** Records of property tax payments.
- 38.6.8** Material invoices, purchase orders, and all material and supply acquisition contracts.
- 38.6.9** Materials cost distribution worksheets.
- 38.6.10** Equipment records (list of company equipment, rates, etc.).
- 38.6.11** Vendor rental agreements.
- 38.6.12** Subcontractor invoices to the Contractor, and the Contractor's certificates of payments to Subcontractors.
- 38.6.13** Subcontractor payment certificates.
- 38.6.14** Canceled checks (payroll and vendors).
- 38.6.15** Job cost reports.
- 38.6.16** Job payroll ledger.
- 38.6.17** General ledger, general journal (if used), and all subsidiary ledgers and journals, together with all supporting documentation pertinent to entries made in these ledgers and journals.
- 38.6.18** Cash disbursements journals.

38.6.19 Financial statements for all years reflecting the operations on the Project.

38.6.20 Income tax returns for all years reflecting the operations on the Project.

38.6.21 Depreciation records on all company equipment, whether such records are maintained by the company involved, its accountant, or others.

38.6.22 If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.

38.6.23 All documents which reflect the Contractor's actual profit and overhead during the years that the Project was being performed, and for each of the five years prior to the commencement of the Project.

38.6.24 All documents related to the preparation of the Contractor's bid, including the final calculations on which the total proposed Contract bid price as stated in the Bid Proposal Form was based.

38.6.25 All documents which relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.

38.6.26 Worksheets used to prepare the claim, which indicate the cost components of each item of the claim, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and Subcontractors' damages, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.

38.6.27 The name, function, and pertinent activity of each Contractor's or Subcontractor's official, or employee, involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

38.6.28 The amount(s) of additional compensation sought and a break-down of the amount(s) into the categories specified as payable under Paragraph 38.4 above.

38.6.29 The name, function, and pertinent activity of each Department official, employee, or agent involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

ARTICLE 39

DIESEL VEHICLE EMISSIONS CONTROL

39.1 The Contractor shall be responsible for compliance with the following provisions:

39.1.1 All Contractor and Subcontractor diesel powered non-road construction equipment with engine horsepower (HP) ratings of 60 HP and above, that are on the Project or are assigned to the Contract for a period in excess of 30 consecutive Days, shall be retrofitted with emission control devices in order to reduce diesel emissions. In addition, all motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

39.1.2 Retrofit emission control devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that is:

39.1.2.1 Included on the U.S. Environmental Protection Agency (EPA) "Verified Technology List," as may be amended from time to time
<http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm>
and

39.1.2. Verified by EPA to provide a minimum emissions reduction of 20% particulate matter (PM₁₀), 40% carbon monoxide (CO), and 50% hydrocarbons (HC).

39.1.3 Construction shall not proceed until all diesel powered non-road construction equipment meeting the criteria in provision 39.1.1 have been retrofitted, unless the Commissioner grants a waiver under provision 39.2.

39.1.4 The Contractor shall at least monthly, assess which diesel powered non-road construction equipment are subject to these provisions. The Contractor shall notify the CT DCS Project Manager of any violations of these provisions.

39.1.5 Idling of delivery and/or dump trucks, or other diesel powered equipment shall be limited to three (3) minutes during non-active use in accordance with the Regulations of Connecticut State Agencies Section 22a-74-18(b)(3)(C), which states, in part:

"[N]o person shall cause or allow a Mobile Source to operate for more than three (3) consecutive minutes when such Mobile Source is not in motion, except as follows:

When a Mobile Source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,

When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,

When it is necessary to operate auxiliary equipment that is located in or on the Mobile Source to accomplish the intended use of the Mobile Source, (To bring the Mobile Source to the manufacturer's recommended)

When a Mobile Source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."

39.1.6 All Work shall be conducted to ensure that no harmful effects are caused to adjacent Sensitive Receptor Sites. Diesel powered engines shall be located away from fresh air intakes, air conditioners, and windows.

39.1.7 If any diesel powered non-road construction equipment is found to be in non-compliance with these provisions by the CT DCS Project Manager, the Contractor will be issued a Non-Conformance Notice and given a 24 hour period in which to bring the equipment into compliance or remove it from the Project. The Contractor's failure to comply with these provisions shall be reason to withhold payment as described in Article 33.

39.1.8 Any costs associated with these provisions shall be included in the general cost of the contract. In addition, there shall be no time granted to the Contractor for compliance with these provisions. The Contractor's compliance with these provisions and any associated regulations shall not be grounds for a Change Order.

39.2 The Commissioner reserves the right to waive all or portions of these provisions at his/her discretion. The Contractor may request a waiver to all or portions of these provisions with written justification to the Commissioner as to why the Contractor cannot comply with these provisions. A waiver, to be effective, must be granted in writing by the Commissioner.

END

Appendix 1



7048
General Contractor
Retainage Reduction Request
(SAMPLE)

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To: Allen V. Herring, P.E., CT DCS Chief Engineer
Room 265, 165 Capitol Avenue, Hartford, CT 06106

From: (Insert GC's Name), General Contractor

Subject: Project No. () Reduction of Retainage at ()% project completion

In accordance with the General Conditions, Article 28 Progress Payments, (insert GC's name) hereby requests a reduction of retainage to an amount of insert written percent Percent (insert numerical percent%). The following list of items required under the General Conditions is in compliance with the terms of the contract and has been verified by the General Contractor.

- DAS Contractor Performance Evaluation Score is a minimum of **Sixty (60%) Percent**.
- Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate basis for progress of the Work.
- 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 Owner's and/or Architect's or Engineer's comments on the submitted material resulting in an appropriate progress of the Work.
- Proper and adequate supervision and home office support of the Project.
- The Work completed to date has been installed or finished in a manner acceptable to the Owner.
- The progress of the Work is consistent with the approved CPM Schedule.
- All approved credit Change Orders have been invoiced.
- All Change Order requests for pricing are current.
- The General Contractor has and is maintaining a clean worksite in accordance with the Contract Documents.
- All Subcontractor payments are current at the time of reduction request.
- General Contractor is compliant with set-aside provisions of the contract.

General Contractor Certification: _____
(Written Name) (Signature) (Date)

Project Manager Recommendation: _____
(Written Name) (Signature) (Date)

Approved:
Allen V. Herring, P.E.
CT DCS Chief Engineer

(Signature) (Date)

**Supplementary Conditions
of the Contract for Construction For Design-Bid-Build
State of Connecticut ● Department of Administrative Services ● Construction Services**

1.0 SUPPLEMENTARY CONDITIONS:

1.1 These Supplementary Conditions modify the State of Connecticut, Department of Administrative Services/ Construction Services, Section 00 72 13 General Conditions of the Contract for Construction for Design-Bid-Build (Rev. 03.26.12), and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.

1.2 The terms used in these Supplementary Conditions which are defined in the Section 00 72 13 General Conditions of the Contract for Construction for Design-Bid-Build (Rev. 03.26.12), have the meanings assigned to them in the General Conditions.

2.0 ARTICLE 1 DEFINITIONS in Section 00 72 13 General Conditions:

2.1. DELETE: Section **1.71** in its entirety.

ADD: Section **1.71** as follows:

1.71 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 and "Work Phase".

2.2. ADD: Section **1.72** as follows:

1.72 WORK PHASE: Construction of the Project by sequence or time intervals, which may include but not be limited to separate Construction Start Dates, Substantial Completion Dates, Application for Payments, Change Orders, Liquidated Damages, Retainage, and Subcontractors for each Work Phase.

3.0 ARTICLE 3 CORRELATION OF CONTRACT DOCUMENTS in Section 00 72 13 General Conditions:

3.1 ADD: Section **3.6** as follows:

3.6 In accordance with C.G.S. Section 4a-1, wherever the term "Commissioner of Construction Services" is used in the "Bidding Documents" or "Project Manual" the term "Commissioner of Administrative Services" shall be substituted in lieu thereof; and wherever the term "Department of Construction Services" is used in "Bidding Documents" or "Project Manual", the term "Department of Administrative Services" shall be substituted in lieu thereof.

4.0 ARTICLE 28 PARTIAL PAYMENTS in Section 00 72 13 General Conditions:

4.1 DELETE: Section **28.2** in its entirety.

ADD: Section **28.2** as follows:

28.2 In making such Application For Payment for the Work, there shall not be more than **seven and five tenths percent (7.5%)** deducted from the amount of each Application for Payment to be retained by the Owner as Retainage until Acceptance of the Work.

28.2.1 The following criteria shall be utilized in the reduction of Retainage withheld: At **fifty percent (50%)** completion of the Work the Retainage shall be reduced to **five percent (5%)**. All subsequent Applications for Payment shall be subject to **five percent (5%) Retainage**. Upon Substantial Completion, and in the Commissioner's sole discretion and based upon the factors set forth in **Section 28.3**, the Retainage may be reduced upon the request of the Contractor and recommendation of the DAS Project Manager. In the event of a reduction in Retainage to below **five percent (5%)**, the minimum Retainage withheld shall not be less than the DAS Project Manager's estimate of the remaining Work or **two and five tenths percent (2.5%)**, whichever is greater. All requests for Retainage Reduction shall be done on **DAS Form 7048 General Contractor Retainage Reduction Request**, a sample of which can be found at the end of these General Conditions.

28.2.2 Subsequent to Substantial Completion, in limited circumstances, at the sole discretion of the Commissioner and based upon factors set forth in **Section 28.3**, a reduction of Retainage below **two and five tenths percent (2.5%)** may be considered.

28.2.3 A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of sixty percent (60%).

5.0 ARTICLE 35 CONTRACTOR'S INSURANCE in Section 00 72 13 General Conditions:

5.1 DELETE: Section 35.1 in its entirety.
ADD: Section 35.1 as follows:

35.1 The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00 62 16 CERTIFICATE OF INSURANCE and 00 41 00 BID PROPOSAL FORM of the 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 Connecticut Department of Administrative Services/Construction Services, Office of Legal Affairs, Policy, and Procurement, 450 Columbus Blvd, Suite 1302, Hartford, CT 06103-1835 unless otherwise directed in writing. For insurance definitions see Article 1 herein. Presented below is a narrative summary of the insurance required.

35.1.1 Commercial General Liability Insurance: 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, the Department of Administrative Services, 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: 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 Automobile Liability Insurance: 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 coverage.

35.1.4 Umbrella Liability Insurance: Umbrella Liability Insurance, including a drop down provision covering any exhausted underlying aggregate limits in the specified amount shown below of combined single limit each occurrence in excess of the coverages described in subsections 35.1.1 Commercial General Liability Insurance, 35.1.3 Automobile Liability, and 35.1.5 Workers' Compensation and Employer's Liability. The State of Connecticut shall be named as an additional insured. The Umbrella Liability Insurance Limits for the Contractor are based on the Contract Value as specified in the following table.

Umbrella Liability Insurance Table:			
Contract Value			Umbrella Limit
\$1.00	to	\$500,000.00	\$1,000,000.00
\$500,000.01	to	\$1,000,000.00	\$2,000,000.00
\$1,000,000.01	to	\$10,000,000	\$5,000,000.00
\$10,000,000.01	to	\$30,000,000	\$10,000,000.00
\$30,000,000.01	to	\$80,000,000	\$15,000,000.00
\$80,000,000.01	to	\$150,000,000	\$20,000,000.00
\$150,000,000.01	to	\$300,000,000	\$25,000,000.00

- 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 the Federal Act endorsement for the U.S. Longshoremen's and Harbor Workers Act.
- 35.1.6 Special Hazards Insurance,** if required, will be stated in the BID PROPOSAL FORM of this Project Manual. This includes coverage for explosion, collapse or underground damage and for asbestos abatement 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 the BID PROPOSAL FORM 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/or 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.

5.2 DELETE: Section 35.6 in its entirety.

ADD: Section 35.6 as follows:

35.6 Indemnification and Hold Harmless Provisions:

- 35.6.1** The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- 35.6.2** The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 35.6.3** The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 35.6.4** The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- 35.6.5** The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 35.6.6** Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person described in General Conditions Article 35.
- 35.6.7** This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

6.0 ARTICLE 36 FOREIGN MATERIALS in Section 00 72 13 General Conditions:

6.1 ADD: Section **36.3** as follows:

36.3 Buy American Act (BAA): Any “public building” or “public work” project funded by the American Recovery and Reinvestment Act of 2009 (“ARRA”) requires that “all of the iron, steel, and manufactured goods used in the project” must be “produced in the United States” in accordance with the requirements of the Buy American Act (BAA).

7.0 ADD: ARTICLE 40 DISCLOSURE OF RECORDS in Section 00 72 13 General Conditions as follows:

7.1 ADD: Section **40.1** as follows:

40.1 This Contract may be subject to the provisions of C.G.S. Section 1-218. In accordance with this statute, each contract in excess of two million five hundred thousand dollars (\$2,500,000.00) between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of C.G.S. Sections 1-205 and 1-206.

8.0 ADD: ARTICLE 41 AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS, AND RECORDS in Section 00 72 13 General Conditions as follows:

8.1 ADD: Sections **41.1 through 41.7** as follows:

41.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

41.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

41.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

41.4 All audits and inspections shall be at the State's expense.

41.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.


41.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

41.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

9.0 APPENDIX 1 in Section 00 72 13 General Conditions:

- 9.1 DELETE: Appendix 1 in its entirety.
 ADD: Appendix 1 as follows:

7048
General Contractor (GC)
Retainage Reduction Request
 Page 1 of 1



To:	Department of Administrative Services (DAS) Construction Services Office of Legal Affairs, Policy and Procurement 450 Columbus Blvd, Suite 1302 – North Tower Hartford, CT 06103		
From:	<input type="text" value="GC's Name"/>	General Contractor (GC)	
Subject:	DAS Project Number: <input type="text" value="DAS Project Number"/>		
	DAS Project Name: <input type="text" value="DAS Project Name"/>		
	Reduction of Retainage at: <input type="text" value="Written Percent"/>	Percent: <input type="text" value="##.##"/>	Project Completion
Date:	<input type="text" value="Click or tap to enter a date."/>		

In accordance with the General Conditions, Article 28 Progress Payment, hereby requests a reduction of retainage from % to %.

The following list of items required under the General Conditions in compliance with the terms of the contract and has been verified by the General Contractor (GC):

<input type="checkbox"/>	DAS Construction Services Contractor Performance Evaluation Score is a minimum of Sixty (60%) Percent.
<input type="checkbox"/>	Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate basis for progress of the Work.
<input type="checkbox"/>	Timely and proper submission of all required Contract Document submissions including but not limited to Shop Drawings, material submittals, material samples and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate progress of the Work.
<input type="checkbox"/>	Proper and adequate supervision and home office support of the Project.
<input type="checkbox"/>	The Work completed to date has been installed or finished in a manner acceptable to the Owner.
<input type="checkbox"/>	The progress of the Work is consistent with the approved CPM Schedule.
<input type="checkbox"/>	All approved credit Change Orders have been invoiced.
<input type="checkbox"/>	All Change Order requests for pricing are current.
<input type="checkbox"/>	The GC has and is maintaining a clean worksite in accordance with the Contract Documents.
<input type="checkbox"/>	All Subcontractor payments are current at the time of reduction request.
<input type="checkbox"/>	GC is compliant with set-aside provisions of the contract.

General Contractor Certification:	<input type="text" value="Written Name"/>	<input type="text" value="Signature"/>	<input type="text" value="Date"/>
Project Manager Recommendation:	<input type="text" value="Written Name"/>	<input type="text" value="Signature"/>	<input type="text" value="Date"/>
DAS Chief Architect or Authorized Representative:	<input type="text" value="Written Name"/>	<input type="text" value="Signature"/>	<input type="text" value="Date"/>

END

END OF SECTION

Set-Aside Contractor Schedule [SAMPLE ONLY]

VIA EMAIL

Contractor Name
Contractor Address
City, State, Zip Code

BID OPENING DATE

Re: DAS Project Description
 DAS Project Number

Date:

Dear Contractor:

Section 00 45 17 Named Subcontractor Bidders Qualification Statement(s) is / (are) required for this project, only for your Named Subcontractors listed in Table 2.7 of your Section 00 41 00 Bid Proposal Form.

No person whose subcontract exceeds five hundred thousand dollars in value may perform work as a subcontractor on a project, which project is estimated to cost more than five hundred thousand dollars and is paid for, in whole or in part, with state funds, *unless, at the time of bid submission*, the person is prequalified in accordance with the Connecticut General Statutes Section 4a-100, as amended. This includes the contractor's or substantial subcontractor's prequalification classifications, aggregate work capacity ratings and single project limits.

In accordance with **Subsection 2.9 "Set-Aside Requirements" of Section 00 21 13 Instructions to Bidders**, you are required to *list* below the names of each *currently certified set-aside contractor* to be used for this project, along with the dollar *amount* to be paid each set-aside contractor.

The **responsibility** for listing a qualified and certified set-aside contractor rests solely with the **bidder** and not the State. **Listing a set-aside contractor who does not qualify may be considered the same as not listing one at all and the bid may be considered non-responsive and subject to rejection.**

Name	Address	* Amount	Indicate Whether: Subcontractor, Or Supplier, Or Both	** Class of Work
SAMPLE	SAMPLE	SAMPLE	SAMPLE	SAMPLE

***Amount:** The total dollar amount to be paid to the set aside contractors must not be less than the percentage(s) stated in the Bid Proposal Form.

****Class of Work:** Means the name of the trade work to be provided by the Subcontractor or Supplier.

ATTACHMENTS:

For Each of the Named Subcontractors:

- Attach their Section 00 45 17 Named Subcontractor Bidders Qualification Statement(s)

For Each of the Named Set-Aside SBE/MBE Contractors:

- Attach their DAS Set-Aside Certificate of Eligibility (SBE and/or MBE)

For Each of the Named Subcontractors With Subcontracts Greater Than \$500,000:

- Attach their DAS Prequalification Certificate and Update (Bid) Statement for the Class of Work

Contractor Authorized Signature & Title Date

This Form Must Be Received No Later Than _____ At:

State of Connecticut
 Department of Administrative Services, Construction Services
 Office of Legal Affairs, Policy, and Procurement
 450 Columbus Boulevard, Suite 1302
 Hartford, CT 06103

Attn:

**State Of Connecticut
Department of Administrative Services
Construction Services**

February 1, 2019

To: All Department of Administrative Services, Construction Services Contractors

Subject: Set-Aside Contract Laws

Dear Sir/Madam:

The administration of Governor Ned Lamont is committed to supporting the subject programs by encouraging all contractors on State projects to improve their efforts in these areas.

State law requires contractors doing business with the State to demonstrate non-discrimination by making "good faith efforts" in both hiring and in sub-contracting practices (Connecticut General Statutes Section [C.G.S. §] 4a-60).

What does "good faith efforts" mean? It means that you, as contractors, must act affirmatively. It is not good enough to say you can't find minorities and women. You must seek them out. That is the law, and the Department of Administrative Services (DAS) / Construction Services (CS) is committed to enforcing the law. At the same time, we are ready to assist you in making "good faith efforts."

DAS is required by C.G.S. § 4a-60g (b) and (c) to set aside projects (amounting to **twenty-five percent (25%)** of its annual contract awards) for small business and **twenty-five percent (25%)** of that amount for minority business enterprises. DAS may require any general contractor to set aside a portion of the contract for subcontractors who are small businesses or minority business enterprises in lieu of setting aside a project or in addition to setting aside a project.

Therefore, unless otherwise specified in the **Bid Proposal Form**, DAS will require contractors to subcontract **twenty-five percent (25%)** of the total contract value to small businesses certified by DAS and further will require contractors to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. These statutory goals represent the minimum values expected to be achieved by this program.

Together, we can meet the challenge of providing equal opportunity for minority and women-owned businesses and workers in our State. We expect superior results in the areas of affirmative action, equal employment opportunity, and set-aside contracts. The DAS standard in these areas is not just minimal effort. Our goal is to uphold the letter and the spirit of the law.

For more information on Non-Discrimination and Affirmative Action Provisions for State Contracts please visit the Commission on Human Rights and Opportunities (**CHRO**) Website at www.ct.gov/chro.

Sincerely yours,

Josh Geballe
Commissioner

PB:pb

Non-Discrimination and Affirmative Action Provisions for State Contracts

Section 1	CHRO – Contract Compliance Regulations Notification to Bidders:
1.1	<p>The contract to be awarded is subject to contract compliance requirements mandated by:</p> <ul style="list-style-type: none">1.1.1 The Connecticut General Statutes (C.G.S.) § 4a-60 and 4a-60a;1.1.2 C.G.S. § 46a-71(d) and 46a-81i (d) when the awarding agency is the State; and1.1.3 The Contract Compliance Regulations codified in the Regulations of Connecticut State Agencies (RSCA) §46a-68j-21 through 43, which establish a procedure for awarding all contracts covered by C.G.S. §4a-60 and 46a-71(d).
1.2	<p>According to the Contract Compliance Regulations §46a-68j-30(9), 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.”</p> <p>“Minority business enterprise” is defined in C.G.S §4a-60-as a small contractor or supplier of materials fifty-one (51%) percent or more of the capital stock or assets of which is owned by a person or persons:</p> <ul style="list-style-type: none">1.2.1 who are active in the daily affairs of the enterprise;1.2.2 who have the power to direct the management and policies of the enterprise; and1.2.3 who are members of a minority, as such term is defined in subsection (a) of C.G.S. §32-9n.”
1.3	<p>“Minority” groups are defined in C.G.S. §32-9n as:</p> <ul style="list-style-type: none">1.3.1 Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin;1.3.2 Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;1.3.3 Persons who have origins in the Iberian Peninsula, including Portugal, regardless of race;1.3.4 Women;1.3.5 Asian Pacific Americans and Pacific Islanders; or1.3.6 American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.1.3.7 “Individuals with a disability” is also a minority business enterprise as provided by C.G.S. § 4a-60g (4).
1.4	<p>The above “Minority business enterprise” definitions apply to the contract compliance requirements by virtue of Contract Compliance Regulations §46a-68j-21(11).</p> <p>The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:</p> <ul style="list-style-type: none">1.4.1 the bidder’s success in implementing an affirmative action plan;1.4.2 the bidder’s success in developing an apprenticeship program complying with RSCA §46a-68-1 to 46a-68-17, inclusive;1.4.3 the bidder’s promise to develop and implement a successful affirmative action plan;1.4.4 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; and1.4.5 the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Contract Compliance Regulations § 46a-68j-30(10) (E).

Note: The Commission on Human Rights and Opportunities (CHRO) “Employment Information Form” shall be submitted to the DAS/CS Office of Legal Affairs, Policy, and Procurement on behalf of the awarding agency, the Department of Administrative Services (DAS).

Section 2	Non-Discrimination and other Contract Compliance Requirements:
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Pursuant to **C.G.S. §4a-60** and **§4a-60a** and **RSCA §46a-68j-21 to §46a-68j-43**, a contractor agrees to the following:

- 2.1** Not to discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, mental retardation, or physical disability including, but not limited to, blindness (unless it is shown that such disability prevents performance of the work involved) in the performance of a contract, in any manner prohibited by the federal and Connecticut anti-discrimination and contract compliance laws;
- 2.2** To undertake affirmative action which will insure that applicants with job-related qualifications are employed and that employees are treated, when employed, without regard to whether they belong to any of the groups identified in Paragraph # 1) above;
- 2.3** To include a statement that the contractor is an “affirmative action-equal opportunity employer”, in all solicitations or advertisements for employees placed by or on behalf of the contractor;
- 2.4** To provide each labor union or representative of workers with which such contractor has a collective bargaining agreement and each vendor with which such contractor has a contract, a notice advising them of the contractor’s commitments under **C.G.S. §4a-60** and **§4a-60a**. The notice is available by contacting **CHRO**;
- 2.5** To post copies of the notice referred to in item 4) in conspicuous places available to employees and applicants;
- 2.6** To provide **CHRO** with such information requested by said agency, permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of **C.G.S. §4a-60, §4a-60a** and **§46a-56** and, cooperate fully with **CHRO**; and,
- 2.7** To include the language of **C.G.S. §4a-60 (a)** and **§4a-60a (a)** in every subcontract or purchase order executed to fulfill any obligation of the contract with DAS.

Section 3	Affirmative Action Requirements for Certain Public Works Contracts for Construction:
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Pursuant to **C.G.S. §46a-68c** and **§46a-68d** and **RSCA §46a-68j-21 to §46a-68j-29**, the following must file an affirmative action plan with the Commission:

- 3.1** A successful bidder on a ¹ “**public works contract**” with a value of **\$500,000** or more. The plan must be filed within **thirty (30)** days after a bid has been accepted by an awarding agency but before a contract is awarded. A plan may be filed in advance of, or at the same time as, a bid is submitted.
- 3.2** A contractor with **fifty (50)** or more employees who has been awarded a “**public works contract**” in excess of **\$50,000** in any fiscal year. A plan must be filed within **thirty (30) days** of the date a contract is awarded.

CHRO must review a plan within **sixty (60) days** of receipt and must either approve or reject a plan. Should **CHRO** approve an affirmative action plan, **CHRO** will issue a certificate of compliance. This certificate of compliance shall be proof of a successful bidder’s or a contractor’s eligibility to bid or be awarded contracts for a period of **two (2)** years from the date of the certificate. This certificate does not excuse a successful bidder or contractor from being monitored by the **CHRO** for implementation of its affirmative action plan or, from its reporting requirements under **C.G.S. 46a-68e** and **§ 46a-68f**. (Refer to Section 6) Also, **CHRO** may revoke the certificate if a successful bidder or contractor does not implement its affirmative action plan.

Should **CHRO** opt to disapprove an affirmative action plan, **CHRO** must notify the successful bidder or contractor in writing within **ten (10) days** of the disapproval. The notice will state the reason for disapproval and may provide necessary proposals to bring the plan into compliance. The successful bidder or contractor must then submit a new or amended plan, within **thirty (30) days** of the date the notice of disapproval is mailed by **CHRO**.

Section 3

(Continued):

In addition, **CHRO** may conditionally approve an affirmative action plan for a successful bidder on a public works contract valued at **\$500,000** or more. **CHRO** must notify the successful bidder in writing within **ten (10) days** of the conditional disapproval and state the reason for conditional approval and, may provide necessary proposals to bring the plan into compliance. The successful bidder must then submit a new or amended plan or, provide written assurances that it will amend its plan to conform to affirmative action requirements, within **thirty (30) days** of the date the notice is mailed by **CHRO**.

Note: The awarding agency (DAS) will provide a successful bidder or contractor with a copy of **CHRO**'s Affirmative Action Plan format. All sections of this Affirmative Action Plan format must be completed by the successful bidder or contractor and forwarded to **CHRO**. Also, the awarding agency (DAS) shall withhold **2%** of the total contract price per month from any payment made to a contractor until such time as the contractor has developed an affirmative action plan, which has been approved by **CHRO**.

¹ **“public works contract”** means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.-**C.G.S. §46a-68b**.

Section 4

“Good Faith Efforts” to Include Minority Business Enterprises as Subcontractors”:

In addition to, or in the absence of, any other subcontractor requirements included in this project, contractors are required to make ² **“good faith efforts”** to include minority business enterprises in the work of this project as subcontractors (for services and/or material suppliers). For the purpose of identifying minority business enterprises, a minority business enterprise shall be a subcontractor which has a valid certification as such from DAS and/or a subcontractor for which an affidavit has been submitted by the contractor attesting that the subcontractor named as a minority business enterprise meets the minority business enterprise criteria set out in **C.G.S. §4a-60(b)**.

² **“Good faith efforts”** means *“that **degree of diligence** which a reasonable person would exercise in the performance of legal duties and obligations”* and includes, but is not limited to, the following **factors**: the contractor’s employment and subcontracting policies and practices; affirmative advertising, recruitment, training, technical assistance activities and such other reasonable activities or efforts as **CHRO** may recommend to ensure the participation of minority business enterprises in state projects.

Section 5

Set-Aside Program:

This contract may be subject to the provisions the **Set-Aside Program for Small Contractors** found at **C.G.S. § 4a-60g** and may be awarded only to a contractor certified as a small and/or minority business enterprise by DAS. The notification as to this special provision will be found in the **Bid Proposal Form** for this contract. The listing of eligible "Set-Aside" contractors is found on the [DAS Website for SBE or MBE Certification](#). In the event that the **Set-Aside Program for Small Contractors** applies to this contract, the following special provisions will also apply:

5.1 Amount of Work Required to Be Done by "Set-Aside" Contractors

A contractor awarded a contract on a project pursuant to the provisions of **C.G.S. §4a-60g**, as amended, shall be required to perform not less than **thirty (30)** per cent of the work with his/her own forces and shall ensure that not less than **fifty (50)** per cent of the work be performed by contractors or subcontractors who are certified as small contractors or minority business enterprises pursuant to **C.G.S. §4a-60g**.

The primary product/service performed by contractors working on a contract awarded under **C.G.S. §4a-60g** must be the same as the primary product/service described for the contractors on their "Certificate of Eligibility" which is provided to them by DAS.

5.2 Alternate Bonding Available to "Set Aside" Contractors

In lieu of a performance, bid, labor and materials or other required bond, a contractor or subcontractor awarded a contract under **C.G.S. §4a-60g** may provide to the awarding authority (DAS) and the awarding authority shall accept a "Letter of Credit". Any such "Letter of Credit" shall be in an amount equal to **ten per cent (10%)** of the contract for any contract that is less than **one hundred thousand (\$100,000) dollars**, and in the amount of **twenty-five per cent (25%)** for any contract that is **one hundred thousand (\$100,000) dollars** or more.

5.3 Procedures to Follow Regarding Substitution of Named Project "Set-Aside" Subcontractors.

The awarding authority (DAS) may also require the contractor to set aside a portion of the contract for subcontractors who are eligible for set aside contracts. The awarding authority shall not permit substitution of a subcontractor for one named in accordance with the provisions of **C.G.S. § 4b-95** or substitution of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, except for good cause.

Pursuant to **C.G.S. § 4b-95**, the term "**good cause**" includes but is not limited to a subcontractor's or, where appropriate, a general contractor's:

5.3.1 Death or physical disability, if the listed subcontractor is an individual;

5.3.2 Dissolution, if a corporation or partnership;

5.3.3 Bankruptcy;

5.3.4 Inability to furnish any performance and payment bond shown on the bid form;

5.3.5 Inability to obtain, or loss of, a license necessary for the performance of the particular category of work;

5.3.6 Failure or inability to comply with a requirement of law applicable to contractors and subcontractors, or to subcontracts for construction, alteration, or repair projects;

5.3.7 Failure to perform his/her agreement to execute a subcontract under **C.G.S. § 4b-96**.

Any general contractor who violates any provision of **C.G.S. § 4b-95** shall be disqualified from bidding on other contracts that are subject to the provisions of **Chapter 60 - Construction and Alterations of State Buildings of the C.G.S.** for a period **not to exceed twenty-four (24) months**, commencing from the date on which the violation is discovered, for each violation.

Section 6	Contract Monitoring and Reporting:
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- 6.1 CHRO** has the authority to monitor state contractors pursuant to **C.G.S. § 46a-68e** and **46a-68f** and **RSCA-§46a-68j-23(3)**. In addition, under the **RSCA §46a-68j-25(e)** and **46a-68j-26 (g)**, **CHRO** has the authority to monitor the implementation of an affirmative action plan regarding:
- 6.1.1** a successful bidder who has been awarded a public works contract valued at **\$500,000 or more** and;
 - 6.1.2** a contractor with **fifty (50)** or more employees who has been awarded a public works contract **in excess of \$50,000 in any fiscal year**.
- 6.2** In order to monitor the implementation of these plans **CHRO** requires that the following contract monitoring reports be compiled and submitted:
- 6.2.1 Monthly Employment Utilization Report (Form CHRO: 257):** A contractor, on behalf of itself and all subcontractors who perform work on the project during a given month, is required to report on the work hour participation of minority male and female workers in each trade category on the project. The report must be submitted to the contract awarding agency (**DAS**) and to the Commission by the 15th day following the end of each calendar month during the term of the on-site construction work of the project.
Website page: <http://www.ct.gov/chro>, then click on **Forms**, then click on **Contract Compliance Forms and Reports**.
 - 6.2.2 Quarterly Small Contractor and Minority Business Enterprise Payment Status Report (Form CHRO: 258).** A contractor is required to report on the participation of small contractors or minority business enterprises identified to participate on the project. The report must be submitted to the contract awarding agency (**DAS**) and to the Commission by the 15th day following the end of each calendar quarter during the term of the on-site construction work of the project.
Website page: <http://www.ct.gov/chro>, then click on **Forms**, then click on **Contract Compliance Forms and Reports**.
 - 6.2.3** In addition, the Commission expects that a contractor will designate an Equal Opportunity/Contract Compliance Officer for its public works project who will compile the above monthly and quarterly reports, as well as, undertake the following responsibilities for implementation of its project Affirmative Action Plan (AAP):
 - .1** Maintain a project Equal Employment Opportunity (EEO) file to include all records, correspondence and other documentation relate to the project AAP.
 - .2** Communicate to and inform all project subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal employment and AAP commitments and performance requirements.
 - .3** Participate in project job meetings to inform project subcontractors about project equal employment and AAP performance requirements.
 - .4** Track the use of employment recruitment sources identified in the project AAP regarding all employment opportunities with all subcontractors on the project. Also, maintain documentation of all contacts with these recruitment sources and their responses.

The Commission will forward a copy of the monthly and quarterly report to each contractor on a public works project.

NOTES:	Bidders and state contractors may review the full text of the before referenced Connecticut General Statutes by accessing either the State Law Library's web site (http://www.cslib.org/psaindex.htm) or the State Legislatures' web site (http://www.cga.ct.gov).
	The full text of the RSCA 46a-68j-21 through 46a-68j-43 may be reviewed by accessing the Commission's web site: http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=#45679 In the alternative, bidders or state contractors may request a copy of these state statutes and regulations by contacting the Commission at (860) 541-3400 (in Hartford) or 1 (800) 477-5737.

Section 7	CHRO Contract Compliance Forms:
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The following CHRO Contract Compliance Forms are available on the CHRO Website:

- 7.1 **Monthly Employment Utilization Report (Form CHRO-257 and CHRO-257a):**
 - <http://www.ct.gov/chro/lib/chro/257s.pdf>
- 7.2 **Cumulative Utilization Report (Form CHRO-257b):**
 - <http://www.ct.gov/chro/lib/chro/257b.pdf>
- 7.3 **Monthly Small Contractor & MBE Payment Status Report (Form CHRO-258a) and Quarterly Small Contractor & MBE Payment Status Report (Form CHRO-258):**
 - <http://www.ct.gov/chro/lib/chro/258s.pdf>

End of Section
00 73 38 CHRO / Contract Compliance Regulations

**Minimum Rates and Classifications
for Building Construction**

**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 pages 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 sub-contractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his hourly wage.

Project Number:	CF-RS-358	Project Town:	New Haven, CT
Project: SCSU Residence Hall Shelf Angle Repairs			
Southern Connecticut State University			
New Haven, CT			

The following pages contain:

Contractors Wage Certification Form	1 page
Notice to all Mason Contractors reference Section 31-53 of C.G.S. (Prevailing Wages)	1 page
Prevailing Wage Rates - English	15 pages
Informational Bulletin - Occupational Classifications	6 pages
Informational Bulletin – The 10-Hour OSHA Construction Safety and Health Course	2 pages
Footnotes	2 pages
Special Notice re: Wage Rate Adjustments	1 pages
Weekly Payroll Certification Form (WWS-CP1)	1 page
Fringe Benefits Explanation (P)	1 page
Weekly Payroll Certification Form (WWS-CP2)	1 page

As of: May 14, 2019



Opportunity * Guidance * Support



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

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

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

November 29, 2006

Notice
To All Mason Contractors and Interested Parties
Regarding Construction Pursuant to Section 31-53 of the
Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.
- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.

(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

**Minimum Rates and Classifications
for Building Construction**

ID# : B 26077

**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: CF-RS-358
State#:

Project Town: New Haven
FAP#:

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
<hr/>		
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**		
<hr/>		
1c) Asbestos Worker/Heat and Frost Insulator	40.21	29.30

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	34.72	32.55 + a
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3b) Tile Setter	34.90	25.87
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.75
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3e) Plasterer	33.48	32.06
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As of: Tuesday, May 14, 2019

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	30.05	20.10
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzlemans (Person running mixer and spraying fireproof only).	30.30	20.10
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	30.55	20.10
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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 whose primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	30.55	20.10
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	30.55	20.10
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Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

4e) Group 6: Blasters, nuclear and toxic waste removal.	31.80	20.10
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4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	31.05	20.10
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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	28.38	20.10
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4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	27.86	20.10
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4i) Group 10: Traffic Control Signalman	16.00	20.10
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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.	32.60	25.34
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As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

5a) Millwrights	33.14	25.74
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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)	37.50	27.91+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	53.37	33.705+a+b
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-----LINE CONSTRUCTION-----

Groundman	26.50	6.5% + 9.00
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Linemen/Cable Splicer	48.19	6.5% + 22.00
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As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

8) Glazier (Trade License required: FG-1,2) 37.18 21.05 + a

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection 35.47 35.14 + a

----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) 39.55 24.30 + a

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) 39.23 24.30 + a

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) 38.49 24.30 + a

As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	38.10	24.30 + 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" Mandrell)	37.51	24.30 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	37.51	24.30 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	37.20	24.30 + 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" and under Mandrell).	36.86	24.30 + 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.	36.46	24.30 + a
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As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

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). 36.03 24.30 + a

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 33.99 24.30 + a

Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. 33.99 24.30 + a

Group 12: Wellpoint operator. 33.93 24.30 + a

Group 13: Compressor battery operator. 33.35 24.30 + a

Group 14: Elevator operator; tow motor operator (solid tire no rough terrain). 32.21 24.30 + a

As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 31.80 24.30 + a

Group 16: Maintenance Engineer/Oiler. 31.15 24.30 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 35.46 24.30 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). 33.04 24.30 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller 33.62 21.05

As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

10b) Taping Only/Drywall Finishing	34.37	21.05
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10c) Paperhanger and Red Label	34.12	21.05
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10e) Blast and Spray	36.62	21.05
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	42.62	31.21
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12) Well Digger, Pile Testing Machine	37.26	24.05 + a
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Roofer: Cole Tar Pitch	41.50	17.00 + a
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As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	40.00	17.00 + a
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.50	36.79
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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)	42.62	31.21
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-----TRUCK DRIVERS-----

17a) 2 Axle	29.13	23.33 + a
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17b) 3 Axle, 2 Axle Ready Mix	29.23	23.33 + a
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As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

17c) 3 Axle Ready Mix	29.28	23.33 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	23.33 + a
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17e) 4 Axle Ready Mix	29.38	23.33 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.58	23.33 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	23.33 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
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As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

19) Theatrical Stage Journeyman

25.76

7.34

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

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.

As of: Tuesday, May 14, 2019

Project: SCSU Resident Hall Shelf Angle Repair At Southern Connecticut State University

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.

~~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.

As of: Tuesday, May 14, 2019

Information Bulletin ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ***License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. **License required by Connecticut General Statutes: R-1,2,5,6.*

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

- **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

➤ *Any questions regarding the proper classification should be directed to:*
Public Contract Compliance Unit
Wage and Workplace Standards Division
Connecticut Department of Labor
200 Folly Brook Blvd, Wethersfield, CT 06109
(860) 263-6543.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

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

⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement 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 Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. 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.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

CONTRACTOR NAME AND ADDRESS:				SUBCONTRACTOR NAME & ADDRESS				WORKER'S COMPENSATION INSURANCE CARRIER			
PAYROLL NUMBER				Week-Ending Date				PROJECT NAME & ADDRESS			
PERSON/WORKER, ADDRESS and SECTION				APPR RATE %				MALE/FEMALE AND RACE*			
WORK CLASSIFICATION				DAY AND DATE				Total ST Hours			
Trade License Type & Number - OSHA 10 Certification Number				S M T W TH F S				Total O/T Hours			
HOURS WORKED EACH DAY				BASE HOURLY RATE				TYPE OF FRINGE BENEFITS			
GROSS PAY FOR ALL WORK PERFORMED THIS WEEK				TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB			
FICA				FEDERAL WITH-HOLDING				STATE WITH-HOLDING			
LIST OTHER				CHECK # AND NET PAY							

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY			
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH-HOLDING	STATE WITH-HOLDING	LIST OTHER					
Trade License Type & Number - OSHA 10 Certification Number				HOURS WORKED EACH DAY							Total O/T Hours	TOTAL FRINGE BENEFIT PLAN CASH											
												\$	1. \$										
												\$	2. \$										
												\$	3. \$										
												\$	4. \$										
												\$	5. \$										
												\$	6. \$										
												\$	1. \$										
												\$	2. \$										
												\$	3. \$										
												\$	4. \$										
												\$	5. \$										
												\$	6. \$										

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
- 2) Pension or retirement _____ 5) Vacation, holiday _____
- 3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

 (Signature) (Title) Submitted on (Date)

Weekly Payroll Certification For
Public Works Projects (Continued)

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Week-Ending Date:
Contractor or Subcontractor Business Name:

WEEKLY PAYROLL

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/ FEMALE AND RACE*	WORK CLASSIFICATION Trade License Type & Number - OSHA 10 Certification Number	DAY AND DATE							Total ST Hours Total O/T Hours	BASE HOURLY RATE TOTAL FRINGE BENEFIT PLAN CASH	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				S	M	T	W	TH	F	S					FICA	FEDERAL WITH- HOLDING	STATE WITH- HOLDING	OTHER		
				HOURS WORKED EACH DAY																
											\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								
											\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								
											\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								
											\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								
											\$ Base Rate	1. \$ 2. \$ 3. \$ 4. \$ 5. \$ 6. \$								

*IF REQUIRED

Additional Forms to Be Submitted After Bond Commission Funding Approval

DAS | Construction Services | Office of Legal Affairs, Policy, and Procurement

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Labor And Material Bond	2
Surety Sheet	1
Bidder's Certification: Financial Position and Corporate Structure	1

PERFORMANCE BOND
Know All Men by These Presents

THAT [] of the
Town of [], County [] and
State of [], as Principal (hereinafter called the Principal),
and [], []

(Insert place of Business)

(a surety company authorized to transact business in the State Of Connecticut) as Surety(ies) (hereinafter called the Surety) are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in the full penal sum of

[]

(\$ []) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety (ies) binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this [] day of [] 20 [] .

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated-the

[] day of [] 20 [] , which written , as amended, contract shall provide for the following:

- Project Title:** []
- Project Location:** []
- Contract Number:** []
- Project Number:** []

which contract, including any hereafter made extension, modification or alteration thereof, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the undertaking, covenants, terms, conditions, and agreements of said contract, as it may be extended, modified or altered, and during the *period* of any guaranty required under the contract, according to its provisions on his or its part to be kept and performed or shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, as it may be extended, modified or altered, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

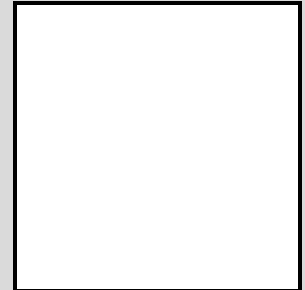
Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal, one to the other, shall not in any way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the Surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

In the event that the Surety(ies) assumes the contract or obtains a bid or bids for completion of the contract, the Surety(ies) shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes, in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety(ies) has/have caused this instrument to be signed by its/their attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

Witness as to Principle

SEAL



(Print Name)

, Its

Duly Authorized

(Print Name)

Witness as to Surety

SEAL



(Print Name)

by

Its attorney in fact

(Print Name)

Note: If more than one surety, add additional lines for additional surety name and address, person signing and title, and two witnesses. Obtain Power of Attorney for each surety.

End Performance Bond

**LABOR AND MATERIAL BOND
Know All Men by These Presents**

THAT [] of the
Town of [], County [] and
State of [], as Principal (hereinafter called the Principal),
and [], []
(Insert place of Business)

(a surety company authorized to transact business in the State Of Connecticut) as Surety(ies) (hereinafter called the Surety) are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in the full penal sum of

[]

(\$ []) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety (ies) binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this [] day of [] 20 [] .

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated the

[] day of [] 20 [] , which written, as amended, contract shall provide for the following:

Project Title: []

Project Location: []

Contract Number: []

Project Number: []

which contract, including any hereafter made extension, modification or alteration thereof, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid contract, as it may be extended, modified or altered, and/or required by the General Statutes of Connecticut, as amended, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect. This bond is provided pursuant to Section 49-41 et seq. of the General Statutes of Connecticut and shall be governed thereby.

Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said contract, as it may be extended, modified or altered, and who is not paid therefor, may bring a suit on this bond in the name of the person suing and prosecute the same to final execution and judgment for such sum or sums as may be justly due.

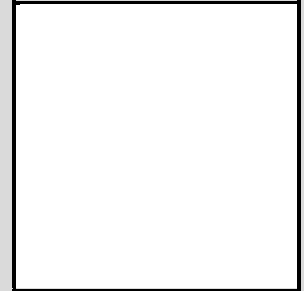
Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee or the Principal, one to the other, shall not in any way release the Principal, and/or the Surety(ies) or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and notice to the Surety(ies) of any such alteration, modification, extension or forbearance is hereby specifically and absolutely waived.

In the event that the Surety(ies) assumes the contract or obtains a bid or bids for completion of the contract, the Surety(ies) shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes, in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety(ies) has/have caused this instrument to be signed by its/their attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

Witness as to Principle

SEAL



(Print Name)

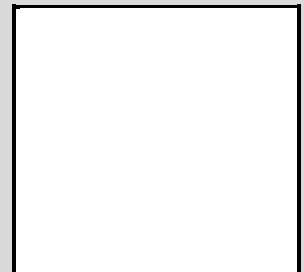
, Its

Duly Authorized

(Print Name)

Witness as to Surety

SEAL



(Print Name)

by

Its attorney in fact

(Print Name)

Note: If more than one surety, add additional lines for additional surety name and address, person signing and title, and two witnesses. Obtain Power of Attorney for each surety.

End Labor and Material Bond

Surety Sheet

State Of Connecticut
Department of Administrative Services, Construction Services
Office of Legal Affairs, Policy, and Procurement
450 Columbus Boulevard, Suite 1302
Hartford, CT 06103

1. Surety Company

Name of Surety Co.:

Address of Home Office:

Telephone Number:

2. Agent

Name of Surety Co.:

Address of Agency:

Telephone Number:

Attorney-In-Fact:

Telephone Number:

DAS Project Number:

Contractor's Name:

End Surety Sheet

**Bidder's Certification:
Financial Position and Corporate Structure**

(Your Name)

(Name Of Company)

Pursuant to C.G.S. § 4b-91(e), as amended, the bidder for this contract (hereinafter "bidder"), certifies under penalty of false statement that the information in the bid is true, that there has been no substantial change in the bidder's financial position or corporate structure since its most recent prequalification certificate was issued or renewed, other than those changes noted in the update statement, and that the bid was made without fraud or collusion with any person.

(Signature)

(Print Name)

(Date)

(DAS Project Number)

End Bidder's Certification: Financial Position and Corporate Structure

**End of Section 00 92 10
Additional Forms To Be Submitted After Bond Commission Funding Approval**

Procedures Regarding Taxation For Nonresident General / Prime Contractor and Subcontractors

DAS | Construction Services | Office of Legal Affairs, Policy, and Procurement

According to [Connecticut General Statutes § 12-430\(7\)](#), there are two types of Nonresident Contractors and Subcontractors (*Verified* or *Unverified*) who are required to furnish security for Connecticut taxes arising from jobs performed in Connecticut.

Detailed information can be found by visiting the Connecticut Department of Revenue Services (DRS) website at www.ct.gov/drs:

- Under the “**For Businesses**” title, click on “**Withholding Tax**”;
- Click on “**Registering**”;
- Click on “**5. What tax types do I need to register for with DRS**”;
- Read the information for “**Out-of-State**” contractors.
- Click on “[SN 2012\(2\)](#)” for the “Procedure Governing Nonresident Contractors”.

Forms can be downloaded from the DRS website (www.ct.gov/drs) as follows:

- Click on “**Forms**” at the top of the page;
- Under “**Current Year Forms**”:
 - Click on “**Miscellaneous Tax Forms**”;
 - Click on “**Bond Forms**”
- Download the appropriate form.

For questions regarding the nonresident contractor bond law, call **DRS** at **860-541-7538**.

1.0 Verified Nonresident Contractors and Subcontractors

Verified Nonresident Contractors are treated just like Resident Contractors. A Verified Nonresident General or Prime Contractor is not required to file a surety bond with DRS. A Verified Nonresident Subcontractor is not required for the General or Prime Contractor to hold back a portion of the amount owed the Subcontractor under the contract.

1.1 Verification Procedure for General/Prime Contractors and Subcontractors:

- | | |
|-------|---|
| 1.1.1 | Register with DRS via REG-1 for all appropriate taxes. |
| 1.1.2 | Submit Form AU-960 “Nonresident Contractor Request for Verified Contractor Status” to DRS. If you have a 3 year filing history with DRS and no delinquencies, then just complete Part I & Part I, otherwise go to Part III. |
| 1.1.3 | Submit Form AU-961 “Verification Bond” to DRS. |
| 1.1.4 | If Verified by DRS, submit “Notice of Verified Status” (Verification Letter issued by DRS) to the Connecticut Department of Administrative Services / Construction Services (DAS/CS) Office of Legal Affairs, Policy, and Procurement as specified in Section 00 41 00 Bid Proposal Form. |

**2.0 Unverified Nonresident Contractors and Subcontractors
(for Contracts Greater Than \$250,000):**

The requirements for Unverified Nonresident Contractors and Unverified Nonresident Subcontractors (for Contracts greater than \$250,000) are different for General/Prime Contractors and their Subcontractors:

2.1 Unverified Nonresident General or Prime Contractors:

- 2.1.1** Submit **Form AU-964 “Surety Bond and Release” to DRS**. The Unverified Nonresident General/Prime Contractor is required to file a good and valid surety bond with DRS using Form AU-964 “Surety Bond and Release” for 5% of the contract price to secure payment of required taxes by both the General/Prime Contractor and its Subcontractors.
- 2.1.2** The General/Prime Contractor must provide proof to DAS/CS that they have posted a good and valid surety bond with DRS by providing a copy of **Form AU-965 “Acceptance of Surety Bond”** that verifies acceptance of the bond by DRS*.

2.2 Unverified Nonresident Subcontractors:

- 2.2.1** The Resident or Verified or Unverified Nonresident General/Prime Contractor is required to hold back 5% of its payments to the Unverified Nonresident Subcontractor. The General/Prime Contractor must keep the hold-backs in a special fund in trust for the state.
- 2.2.2** The Unverified Nonresident Subcontractor can request that the money be released from the General/Prime Contractor by submitting **Form AU-967 “Request for Certificate of Compliance” to DRS**. It must be signed by the General/Prime Contractor and the Nonresident Subcontractor and submitted **to DRS within 90 days of the completion date**.
- 2.2.3** If **Form AU-968 “Certificate of Compliance”** is issued by DRS, DRS will instruct the General/Prime Contractor holding back the 5% to release the withheld amount to the Nonresident Subcontractor. If the “Certificate of Compliance” is denied or not requested within **90 days of the completion date of the contract**, the General/Prime Contractor holding back the 5% will remit the withheld amount on their own Sales & Use tax returns.
- 2.2.4** The 5% holdback does not take the place of any tax returns due from the Unverified Nonresident Contractor.
- 2.2.5** The General/Prime Contractor must give the Unverified Nonresident Subcontractor written notice of the hold-back requirements by the time the Subcontractor begins work under the contract.

*Document(s) must be submitted to the DAS/CS Office of Legal Affairs, Policy, and Procurement as specified in Section 00 41 00 “Bid Proposal Form”.

End of Section

**00 92 30 Procedures Regarding Taxation
For Nonresident General/Prime Contractor & Subcontractors**

PART 1 – GENERAL

1.1 DEFINITIONS

A. Contractor:

Whenever the term "**Contractor**" is used in these Division 01 General Requirements and the Contract Documents, it may be understood to mean either the **Design-Bid-Build (D-B-B) "General Contractor"** or the **Construction Manager at Risk ("CMR")** as applicable to the specific Project.

B. Subcontractor:

Whenever the term "**Subcontractor**" is used, it may be understood to mean either a **Subcontractor** or a **Supplier**, as applicable to the specific Project.

C. Contract:

Whenever the term "**Contract**" is used in these Division 01 General Requirements and the Contract Documents, it may be understood to mean either the **D-B-B General Contractor's Contract Sum** as stated in their Contract or the **CMR's Contract Sum** as stated in their CMR Agreement, as applicable to the specific Project.

1.2 RELATED DOCUMENTS

A. The Contract Documents are defined in the D-B-B and CMR Division 00 General Conditions, as applicable to the specific Project.

B. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Delivery Method:

1. Design-Bid-Build (DBB);
2. Construction Manager at Risk (CMR)

B. Project Number: CF-RS-358.

C. Project Title: SCSU Residence Hall Shelf Angle Repairs

D. Project Location: Southern Connecticut State University , located in New Haven, Connecticut.

E. The Project Description:

1. Replacement of shelf Angles and related repairs at four existing 6 story dormitories
2. The exterior walls are cavity wall construction with brick veneer and CMU/concrete backing
3. The Authorities Having Jurisdiction for Threshold Projects, Non-Threshold Projects, and/or Connecticut State University System (CSUS) 2020 Projects, as defined by the Connecticut General Statutes, are the Connecticut Department of Administrative Services (DAS) / Construction Services (CS) Office of State Building Inspector (OSBI) and Office of State Fire Marshal (OSFM).

F. Owner:

1. **Owner's Name:** The Owner is the State of Connecticut, Department of Administrative Services.
2. **Authorized Representative for the Owner: DAS/CS Project Manager Name: Rahul Abraham**
 - a. **DAS/CS Project Manager's Location:** The DAS/CS Project Manager is located at 450 Columbus Blvd, Suite 1201, Hartford, CT, 06103.
 - b. **Phone: 860 713 5752**
 - c. **Fax 860 326 0515**
 - d. **Email(s): Rahul.abraham@ct.gov**
3. **Authority:** The DAS/CS Project Manager is the only authorized representative for the Department of Administrative Services Commissioner to act in matters involving revoking, altering, enlarging or relaxing any requirement of the Contract Documents.

- a. **Related Section: Article 25, All Work Subject To Control of the Commissioner**, Division 00 General Conditions of the Contract for Construction.

G. Agency:

1. **Agency Name:** The Connecticut State (User) Agency is **Connecticut State Colleges and Universities**
2. **Agency Representative Name and Title: Eric Lessne.** The Agency Representative's Title is **Associate Director for Project Management and Engineering**
 - a. **Agency Representative Location:** The Agency Representative is located at **61 Woodland Street, Hartford, CT 06105.**
 - b. **Phone: 860 982 8364**
 - c. **Fax: 203 392 6058**
 - d. **Email(s): elessne@comnet.edu**
3. **Authority:** The Agency Representative has the administrative authority for the facility and or site where the work is being performed but does not have the authority to change the Contract Documents or direct the Contractor.

H. Architect and Engineer (A/E):

1. **Architect's Name:** The Architect representing the firm for this project is **David Leonard**
 - a. **Architect's Location:** The Architect is located at **Christopher Williams Architects LLC, 85 Willow Street, New Haven, CT 06511.**
 - b. **Phone: 203 776 0184**
 - c. **Fax: 203 773 3373**
 - d. **Email(s): dleonard@cwarchitectsllc.com**
2. The Architect and Engineer (A/E) or their accredited representative is referred to in the Contract Documents as "Architect" or "Architects" or "Engineer" or "Engineers" or by pronouns which imply them. As information for the Contractor, the Architect's or Engineer's status is defined as follows:
 - a. The Architect and Engineer will not make interpretations or decisions directly to the Contractor. All interpretations or decisions will be conveyed through the Construction Administrator to the DAS/CS Project Manager.
 - b. As the authorized representative of the Department of Administrative Services Commissioner, the Architect and Engineer is responsible for review of shop drawings, materials, and equipment intended for the work, in accordance with the Division 00 "General Conditions" and "Supplementary Conditions".
3. Wherever the Architect or Engineer is mentioned in the documents in connection with an administrative function, it shall include the Construction Administrator in that function except for shop drawings.

1.6 WORK SEQUENCE (PHASES)

- A. **Related Documents:** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Project Phasing Plan is shown on Drawing Sheet No. **A101**.
- C. The entire Project shall be constructed in **2** Phase(s). Work of these Phase(s) shall be substantially complete, ready for occupancy within 180 Calendar Days of commencement of the Work (the "**Contract Time**").
- D. Phase **1** shall include all work at Chase and Wilkinson Halls
- E. Phase **2** shall include all work at Hickerson and Neff Halls

1.7 CONTRACTOR'S USE OF PREMISES

- A. **Use of the Site:** Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 1. **Owner Occupancy:** All buildings will be partially or fully occupied at all times..

2. The Contractor shall confine his operations including storage of materials, supplies, equipment, and apparatus to the areas bounded by the contract limits indicated and as directed in the Contract Documents.
 3. Existing roads, drives, walks, and parking areas which are not within the contract limit line are to be kept free and clear at all times. The Contractor shall check all roadways for accessibility and clearances for deliveries of all large material and equipment. The Contractor shall inform the Construction Administrator at least **seventy-two (72)** hours in advance of these deliveries so they can be coordinated with the Agency so appropriate traffic control, etc. can be provided. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 4. The Contractor shall be responsible for keeping the premises clean and shall pick up rubbish and debris and promptly remove from site.
 5. Parking for the Contractor's employees will be limited to an area designated by the Construction Administrator, and the Contractor may be required to provide identification stickers for all employees' cars.
 6. Special precautions shall be taken to protect all wetland areas designated to remain. Prevent any and all sediment, debris, or other materials from getting into these areas. Should any sediment, debris, or other materials get into these areas or if any damage occurs to the vegetation therein, the Contractor shall immediately contact the Construction Administrator for direction.
 7. The Contractor shall comply with local working hour restrictions, unless specifically approved otherwise in writing by the Owner.
 8. No signs, other than those approved by the Construction Administrator, will be visible on the premises.
- C. Use of the Existing Building:** Maintain the existing building in a weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. Note: Check with Agency special types of conditions. Contractor personnel are not allowed to use the Cafeteria or vending machines within the existing buildings unless authorized in writing by the agency.

1.8 OCCUPANCY REQUIREMENTS

- A. Full Agency Occupancy During Construction:** The Owner reserves the right to allow the Agency to occupy the site and existing building during the entire construction period. Cooperate with the Agency during construction operations to minimize conflicts and facilitate Agency usage. Perform the Work so as not to interfere with the Agency's operations.
1. Provide adequate building and fire code egress from the buildings during the renovation process and/or as indicated on the Contract Documents. The Contractor will be responsible to maintain and protect egress ways during the construction sequence as required and/or indicated in the Contract documents. The Contractor shall be responsible for preparing egress plans for Owner approval and for DAS/CS Office of State Building Official and Office of State Fire Marshal for approval if required.

1.9 PRODUCTS ORDERED IN ADVANCE (not used)

1.10 OWNER-FURNISHED PRODUCTS (not used)

1.11 MISCELLANEOUS PROVISIONS

A. Examination of Site:

1. It is not the intent of the Documents to show all existing conditions. All Contractors and Subcontractors are advised to attend the Pre-Bid Meeting prior to submitting their Bid Proposals. This is the only official opportunity to visit and examine the site with the Owner, Agency, Architect, Engineer and Construction Administrator.
2. The Contractor should investigate and satisfy himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, roads or similar physical conditions of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the Work. The Contractor should further satisfy himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents. Any failure by the Contractor to acquaint himself with the available information

shall not relieve him from the responsibility for estimating properly the difficulty and cost of successfully performing the Work.

B. Pre-Bid Meeting:

1. A Pre-Bid Meeting and tour of the site will be conducted as scheduled in Division 00 Section 00 11 16 "Invitation to Bid". This scheduled meeting is the only official opportunity for the bidders to tour the site with the Owner, Architect, Engineer, Construction Administrator, and Agency.

C. Project Documents:

1. The Specifications and Drawings are intended to describe and illustrate the materials and labor necessary for the work of this Project.
2. Throughout the Technical Specifications, the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction Form 816, current edition including any interim and supplemental specifications are referenced. Where so referenced the requirements set forth therein are applicable and made a part hereof. Copies of Form 816 are available from the Connecticut Department of Transportation at a nominal charge.

D. Site Logistics Plan(s): Site Logistics Plan(s) for this Project are in the Contract Documents. The Site Logistics Plan(s) describe in detail the proposed use of the Site and Building, both inside and outside the Contract Limit Area.

1. **Related Section:** Section 01 31 00 "Project Management and Coordination", 1.5 Submittals, A, (4).
2. The **Site Logistics Plan(s)** include, but are not be limited to the following information:
 - a. **phasing requirements;**
 - b. **proposed vehicle and equipment access routes;**
 - c. **locations of proposed staging/lay-down and storage areas, utility connections;**
 - d. **delivery access of materials, handicap access;**
 - g. **building egress, proposed pedestrian traffic flows in the interior and exterior of the building;**
 - h. **office trailer and dumpster locations;**
 - i. **location of perimeter construction fencing and gates;**
 - j. **other protection measures around and in the building(s);**
 - k. **proposed protection measures for trees, shrubs and plantings, interior access-ways;**
 - l. **coordination of activities that relate to building occupants and other field applied measure to protect and coordinate the work including any relocation of utilities.**

E. Scope Review:

1. Prior to signing a Contract with the State, DAS/CS will conduct a full scope review with the apparent Low Bidder to ensure that all of the requirements have been included within the bid. This scope review will highlight all of the specific requirements of the project, a review of the DAS/CS procedures and all of the Technical sections of the contract documents.
2. This process will ensure that all of the scope of work included in the contract documents has indeed been included.

F. Specifications, Drawings, and Electronic Data Storage Devices Furnished:

1. The Contractor shall receive **5** sets of the Contract Documents on or about the time of execution of the Contract, free of charge. If additional copies are wanted, they will be available at the direct additional cost of their reproduction, to the Contractor.
2. The Contractor shall receive **one (1)** set of AutoCAD compatible (latest version) Floor Plans on Electronic Data Storage Devices at no cost on or about the time of execution of the Contract from the Architect. Additional sets of AutoCAD compatible (latest version) Floor Plans on Electronic Data Storage Devices from the Architect shall be available at the cost of their reproduction, to the Contractor.

G. Construction Responsibility:

1. The Contractor shall be responsible for his construction means, methods, techniques, sequences, and procedures employed in the performance of his work and shall have full responsibility for his failure to carry out any part of his work in accordance with the Contract Documents.

H. Overtime Requests:

1. The Contractor shall request approval from the Owner to work overtime. Said request shall be made **forty eight (48) hours** in advance. All costs for overtime are included in the Contract Sum as stated in Division 00 Section 00 41 00 "Bid Proposal Form."
- I. PMWeb Project Management:**
1. DAS/CS is using PMWeb as the project management collaborative software tool for this project.
 2. The Contractor is required to utilize PMWeb for the duration of this project and shall provide all project information via this program management software. This includes, but is not limited to contracts, applications for payment, change orders, change order proposals, requests for information, etc.
 3. The DAS/CS Project Manager shall arrange for training. This training is for the Contractor's Staff, the DAS/CS Project Manager, the Construction Administrator, the A/E, and their representatives.
 4. DAS/CS will be establishing a project specific email "file" address for this project. The Contractor shall send an electronic "file" copy of all project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.
 5. The Contractor is required to scan all documents that contain wet (ink) signatures and send a copy of those documents electronically to the DAS/CS Project Manager and the project specific email "file" address. The hard copy of the wet signature documents shall be transmitted as directed by the DAS/CS Project Manager. This includes, but is not limited to all contracts, change orders, applications for payment, closeout documentation, etc.
- J. Subcontractor Performance Evaluations:**
1. Pursuant to C.G.S. Sec. 4a-101, the Contractor shall compile evaluation information during the performance of the contract on each of its subcontractors who are performing work with a value in excess of five hundred thousand dollars (\$500,000.00). The Contractor shall complete and submit to DAS/CS evaluations of each such subcontractor upon fifty percent (50%) completion of the project and upon Substantial Completion of the project. The Contractor acknowledges that its failure to complete and submit these evaluations in a timely manner may, by statute, result in a delay in project funding and, consequently, payment to the Contractor. The Contractor agrees to indemnify and hold the State harmless from any loss, damage, or expense that results from or is caused by the Contractor's failure to complete and submit the evaluations to DAS/CS in accordance with this provision.
- K. Reporting and Contracting Requirements for Contractor and Subcontractor Payments:**
1. For compliance with **C.G.S. Sec. 4b-95 and 49-41**, DAS/CS requires every Contractor (and its Subcontractors) who has been awarded a DAS/CS construction contract to log on to the State of Connecticut web-based platform, BizNet, **each month** and **enter payments** they have received from the state, from the Contractor, or from a higher tier Subcontractor (as applicable).
 2. The process is described as follows: The state will pay the Contractor on a monthly basis for work performed (and purchases made) by it and its Subcontractors. The Contractor will input the payment date and amount they receive from the state on a monthly basis. The Contractor's first-level Subcontractor (Tier 1 Subcontractor) will input the payment they receive from the Contractor. The second-level Subcontractor (Tier 2 Subcontractor) will input the payment they receive from the Tier 1 Subcontractor. And so on.
 3. Contractors awarded a DAS/CS construction contract shall contain a **provision in their subcontract agreements** requiring their Subcontractors to enter payment receipt from the Contractor in the State of Connecticut web-based platform, BizNet, for work performed or purchases made in relation to state projects.
 4. Detailed instructions can be found in the DAS/CS publication, "**6002 Instructions to Contractors/Subcontractors for Entering Payments in BizNet**", available for download by going to the DAS Homepage (www.ct.gov/DAS) and selecting Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 6000 Series.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 11 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Contract Documents and general provisions of the Contract, including General and Supplementary Conditions, other Division 01 Specification Sections, and Section 00 41 00 "Bid Proposal Form" apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Allowances.
 - 2. Unit Prices.
- B. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - Section 01 23 13 Supplemental Bids
 - Section 01 26 00 Contract Modification Procedures
 - Section 01 29 76 Progress Payment Procedures
 - Section 01 35 16 Alteration Project Procedures
 - Section 01 35 26 Government Safety Requirements
 - Section 01 50 00 Temporary Facilities And Controls

1.3 DEFINED UNIT PRICES - GENERAL

- A. This Section includes administrative and procedural requirements for unit prices.
- B. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 26 00 "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
 - 2. Division 01 Section 01 29 76 "Progress Payment Procedures" for procedures for submitting Application for Payments.
- C. **Definition - Unit Price:** Amount the Contractor acknowledges in the Bid Proposal Form as a price per unit of measurement for materials or services as described in the Contract Documents.
- D. **Procedures:**
 - 1. Unit Prices included in the Contract Documents are to be used for determining compensation to the Contractor or Owner for changes to the scope of the work indicated in the Contract Documents, and included in the Lump Sum Contract Price. Special Unit Prices are for items complete, in place, and shall be inclusive of furnishing and installing of all material, labor, trucking, overhead, profit, equipment, hoisting, excavation, stockpiling, loading, engineering, scaffolding, power hookups, protection, shop drawings, taxes, permits, appliances, delivery, disposal, insurance, supervision, cost of bond, etc. and shall remain in effect until completion of the Contract.
 - 2. **Unit Price:** Is identified by the Owner as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.
 - 3. **Increases or Decreases:** Should the amount of the Work required be increased or decreased because of changes in the work ordered in writing by the DAS/CS Project Manager, the Contractor agrees that the following supplemental UNIT PRICES will be decreased 10% for a reduction of work. Each Unit Price shall include all equipment, tools, labor, permits, fees, etc., incidental to the completion of the work involved. All items marked with an asterisk (*) in the unit price schedules shall include the completion of the excavation, formation and compaction of sub-grade and the disposal of surplus or unsuitable materials in accordance with the Plans and Specifications or as directed by the Construction Administrator.
 - 4. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.

- 5. **Defect Assessment:** Replace the Work, or portions of the Work, not conforming to the specified requirements. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the work the Architect/Engineer will direct an appropriate remedy or adjust the payment.
- 6. **Unit Price Schedules:** "Unit Price Schedules" are included in this Section. Specification Sections referenced in the Schedule sections contain requirements for materials described under each unit price.

1.4 UNIT PRICE SCHEDULE – ALTERATIONS

This Section includes administrative and procedural requirements for the following unit prices and provisions that are to be included in and become part of this Contract to be used in evaluating additions to or deductions from the work called for in the specifications and/or plans.

- A. **Related Documents:** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Unit Price Schedule – Alterations:**

1.7 Unit Price Schedule - Alterations					
Section Number &/or Drawing Number	Item Description	Base Bid Quantity	Unit of Measurement	\$ Add Unit Price	\$ Deduct Unit Price
04 40 00	Replacement of damaged brick masonry beyond that shown in the Contract Documents – See Sheets A211, A212, A213, A221, A222, A223, A231, A232, A233, A241, A241 & A243 for extent of brick replacement included in the base contract.	100 SF	SF	\$120.00 \$	\$120.00 \$

- C. The **\$Add** and **\$Deduct** Unit Prices shown in the table above are a **price per unit measurement** for materials, services, or work added to or deducted from the Contract Sum by appropriate modification **if the Base Bid Quantities** of the Work listed in the above Schedule and described in the corresponding Section and/or Drawing are **increased or decreased**.
- D. The **Base Bid Quantities** for each type of Work listed in the above Schedule and described in the corresponding Section shall be included in the Contractor's **Lump Sum Base Bid**.
- E. Unit Prices shall be negotiated if there is a change in scope of work.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 20 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for equals and substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 33 00 "Submittal Procedures" specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.
 - 2. Division 01 Section 01 42 20 "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
 - 3. Division 01 Section 01 60 00 "Product Requirements" specifies requirements governing the Contractor's selection of products and product options.

1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. **Equals or Substitutions General:** Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract.

1.4 SUBMITTALS

- A. **Equals and Substitution Request Submittals:** The Owner will consider requests for equals or substitutions if made prior to the Receipt of the Competitive Bid. The information on all materials shall be consistent with the information herein. After the contract award, substitutions will be considered for materials or systems specified that are no longer available. It will not be considered if the product was not purchased in a reasonable time after award. The Contractor shall submit all equal and substitutions requests on the "**Equal or Substitute Product Request (Form 7001)**", an example of which is shown at the end of this Section. The Form is available from the Construction Administrator (CA). See Article 15 in the General Conditions for further refinement and information.
- B. The Contractor is required to prepare and submit three (3) copies of the required data for the first manufacturer listed or procedure listed in the specifications 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 performance, LEED® compliance, and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the required data for the proposed Equal or Substitution. This will enable the Owner and Architect to determine that the proposed Equal or Substitution is or is not substantially equal to the first listed manufacturer or procedure.
 - 1. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
 - 2. Provide complete documentation showing compliance with the requirements for equals or substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed Equal or Substitution.
 - b. Product Data, including Shop Drawings and descriptions of products and fabrication and installation procedures.
 - c. Samples, where applicable or requested.
 - d. A statement indicating the effect on the Contractor's Construction Schedule or CPM Schedule compared to the schedule without approval of the Equal or Substitution. Indicate the effect on overall Contract Time.

- e. Cost information, broken down, including a proposal of the net change, if any in the Contract Sum.
 - f. The Contractor's certification that the proposed Equal or Substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - g. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the Equal or Substitution to perform adequately.
3. **Architect's Action:** If necessary, the Architect will request additional information or documentation for evaluation within **seven (7) days** of receipt of the original request for equal or substitution request. The Architect will notify the Construction Administrator who will notify the Owner of recommended acceptance or rejection of the proposed equal or substitution, within **fourteen (14) days** of receipt of the request, or **seven (7) days** of receipt of additional information or documentation, whichever is later. The Construction Administrator will give final acceptance or rejection by the Owner not less than **seven (7) days** after notification.
- a. Any request deemed an "Equal" and accepted by the Construction Administrator, Architect, Owner, and Agency will result in written notification to the Contractor and will not be in the form of a change order for an "Equal".
 - b. Any request deemed a "Substitution" and rejected or approved by Construction Administrator, Architect, and Owner may result in written notification to the Contractor and may be in the form of a change order if the "Substitution" is approved.

PART 2 - PRODUCTS

2.1 EQUAL OR SUBSTITUTIONS

- A. **Conditions:** The Architect will consider the Contractor's request for Equal or Substitution of a product or method of construction when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests to the Construction Administrator without action except to record noncompliance with these requirements.
- 1. The proposed request does not require extensive revisions to the Contract Documents.
 - 2. The proposed request is in accordance with the general intent of the Contract Documents.
 - 3. The proposed request is timely, fully documented, and/or properly submitted.
 - 4. The proposed request can be provided within the Contract Time. However, the Architect will not consider the proposed request if it is a result of the Contractor's failure to pursue the Work promptly or coordinate activities properly.
 - 5. The proposed request will offer the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. However, if the proposed request requires the Owner to incur additional responsibilities, including but not limited to, additional compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner or similar considerations, then the Owner will have just cause to reject the request for Equal or Substitution.
 - 6. The proposed request can receive the necessary approvals, in a timely manner, required by governing authorities having jurisdiction.
 - 7. The proposed request can be provided in a manner that is compatible with the Work as certified by the Contractor.
 - 8. The proposed request can be coordinated with the Work as certified by the Contractor.
 - 9. The proposed request can uphold the warranties required by the Contract Documents as certified by the Contractor.
- B. The Contractor's submission and the Architect's review of Submittals, including but not limited to, Samples, Manufacturer's Data, Shop Drawings, or other such items, which are not clearly identified as a request for an Equal or Substitution, will not be considered or accepted as a valid request for an Equal or Substitution, nor does it constitute an approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 25 00



**7001
Equal or Substitute
Product Request**

Page 1 of 2

Request Phase: Pre-Bid Post Bid (See Article 15 Materials: Standards, General Conditions)

(If Pre-bid only) Current Bid Due Date: Request No.: Dated:

To: State of Connecticut
Department of Administrative Services,
Construction Services

DAS Project No.:

Project Name / Location:

References: Specification(s): Section(s): Paragraph(s):

Drawing(s): Drawing(s) No(s): Detail(s) No(s):

Contractually Specified Product:

Contractor Proposed Product:

Proposed Product is: Equal: Substitute: Model No.:

IMPORTANT:
**See Attached Data For Both Specified And Proposed Products
As Required By Article 15 General Conditions.**

Data attached: Drawings: Product Data: Reports: Samples:

Tests: Other:

Reason(s) for not providing the Specified Product:

Similar Installation:

Project Name: Architect's Name:

Project Location: Owner's Name:

Date Installed:



**7001
 Equal or Substitute
 Product Request**

Page 2 of 2

Will proposed substitution impact other parts of the Work?	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	<i>If Yes Attach An Explanation.</i>
Will proposed substitution increase Contract Time?	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	<i>By Number Of Calendar Days</i> <input style="width: 50px;" type="text"/>
Actual Dollar Savings to the State of Connecticut if substitution is accepted: \$ <input style="width: 150px;" type="text"/>					
The Undersigned Certifies: That The Proposed Request For An Equal Or Substitute Product Conforms To All Of The Requirements Of Division 01 General Requirements, Section 01 25 00 Substitution Procedures.					
Request Submitted By General Contractor / CMR: <input style="width: 300px;" type="text"/> <div style="text-align: right; font-size: small;"><i>(Firm's Typed Name)</i></div>					
By:	<input style="width: 100%;" type="text"/> <div style="text-align: center; font-size: x-small;"><i>(Typed Name)</i></div>	<input style="width: 100%;" type="text"/> <div style="text-align: center; font-size: x-small;"><i>(Title)</i></div>	<input style="width: 100%;" type="text"/> <div style="text-align: center; font-size: x-small;"><i>(Signature)</i></div>	<input style="width: 100%;" type="text"/> <div style="text-align: center; font-size: x-small;"><i>(Date)</i></div>	
Contractor / CMR Send copies to : DAS PM: <input type="checkbox"/> CA: <input type="checkbox"/>					
Consultant's Request Received on (Date): <input style="width: 80px;" type="text"/> Consultant's Review – This Substitution Request is:					
<input type="checkbox"/>	Approved:	<i>(Submittal(s) in accordance with Div. 01 General Requirements, Section 01 33 00 Submittal Procedures.)</i>			
<input type="checkbox"/>	Approved as Noted:	<i>(Submittals in accordance with Div. 01 General Requirements, Section 01 33 00 Submittal Procedures.)</i>			
<input type="checkbox"/>	Rejected:	Use Specified Materials.			
<input type="checkbox"/>	Rejected:	Request Not Received Within Specified Time Period - Use Specified Materials.			
Reviewed Issued By:					
Name: <input style="width: 300px;" type="text"/> <div style="text-align: right; font-size: x-small;"><i>(Typed Name)</i></div>					
Title: <input style="width: 300px;" type="text"/>					
Signature: <input style="width: 150px;" type="text"/> <input style="width: 100px;" type="text"/> <div style="display: flex; justify-content: space-around; font-size: x-small;"><i>(Signature)</i><i>(Date)</i></div>					
CONSULTANT Send copies to: DAS PM <input type="checkbox"/> CA <input type="checkbox"/> Chief Architect <input type="checkbox"/> Chief Engineer <input type="checkbox"/>					
If Approved: As noted by Consultant, DAS Chief Architect: <input style="width: 200px;" type="text"/> <input style="width: 100px;" type="text"/> <div style="display: flex; justify-content: space-around; font-size: x-small;"><i>(Signature)</i><i>(Date)</i></div>					
Copies: Project File Red R2					

END

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 20 00 "Contract Considerations" for administrative requirements governing use of Unit Prices.
 - 2. Division 01 Section 01 25 00 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after award of the Contract.
 - 3. Division 01 Section 01 29 76 "Progress Payment Procedures" for administrative procedures governing Applications for Payment.
 - 4. Division 01 Section 01 32 16 "Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.
 - 5. Division 01 Section 01 33 00 "Submittal Procedures" for requirements for submittal of the Construction Progress Schedule.
 - 6. General Conditions "Article 13 - Compensation for Changes in the Work".
- C. All Forms referenced in this Section are available for download from the DAS website (www.ct.gov/DAS)> Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 7000 Series - Construction Phase Forms.

1.3 REQUESTS FOR INFORMATION

- A. In the event that the Contractor or subcontractor, at any tier, determines that some portion of the drawings, specifications, or other contract documents requires clarification or interpretation by the Architect, the Contractor shall submit a "Request for Information" in writing to the Architect via the Construction Administrator. "Requests for Information" may only be submitted by the Contractor and shall only be submitted on the "Request for Information" forms as required by the Owner.
 - 1. In the "Request for Information", the Contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect.
 - 2. In the "Request for Information", the Contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
 - 3. The Owner acknowledges that this is a complex project. Based upon the owner's past experience with projects of similar complexity, the Owner anticipates that there will probably be some "Requests for Information" on this project.
 - 4. The Architect will review all "Requests for Information" to determine whether they are valid "Requests for Information". If it is determined that the document is not a valid "Request for Information", it will be returned to the Contractor, unreviewed as to content, for resubmittal on the proper form and in the proper manner.
 - 5. A "Request for Information Response" shall be issued within seven (7) days of receipt of the request from the Contractor unless the Owner determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Owner, the Owner will, within seven (7) days of receipt of the request, notify the Contractor of the anticipated response time. If the Contractor submits a "Request for Information" on an activity with seven (7) days or less of float on the current project schedule, the Contractor shall not be entitled to any time extension due to the time it takes the Architect to respond to the request provided that the Architect responds within the seven (7) days set forth above.
 - 6. A "Request for Information Response" from Architect will not change any requirement of the Contract Documents. In the event the Contractor believes that the "Request for Information Response" will cause a change to the requirements of the Contract Documents, the Contractor shall within five (5) days

give written notice to the Construction Administrator stating that the Contractor believes the "Request for Information Response" will result in a "Change Order" and the Contractor intends to submit a "Change Order Proposal" request. Failure to give such written notice within five (5) days shall waive the Contractor's right to seek additional time or cost under the requirement these Requirements.

1.4 MINOR CHANGES IN THE WORK

- A. The Architect, through the Construction Administrator, will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract Time, on the "Supplemental Instructions" form as required by the Owner.

1.5 PROPOSAL REQUEST

- A. Architect/Owner-Initiated Requests For Proposals: The Architect or Owner will issue a detailed description of proposed changes in the Work via the Construction Administrator that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. Such requests shall be on a "Proposal Request" form as required by the Owner.
1. "Proposal Request" is issued for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
 2. Within **(14) days** of receipt of a "Proposal Request", submit a "Change Order Proposal" with the required information necessary to execute the change to the Construction Administrator for the Architect's/Owner's review.
 - a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 - d. The Agency is tax exempt. All Contractor and Subcontractor services provided under your Contract with the State of Connecticut may not be exempt from taxes. The Department of Revenue Services can guide you as to which services are exempt and which are not. Please contact the State of Connecticut, Department of Revenue Services at 1-800-382-9463 or 860-541-3280.
 - e. Dollar values shown on the Schedule of Values shall not be the governing (or deciding) final amounts for change orders involving either additional charges or deletions.

1.6 CHANGE ORDER PROPOSAL

- A. When either a "Request for Information" from the Contractor or a "Proposal Request" from the Architect or Owner results in conditions that may require modifications to the Contract, the Contractor may propose changes by submitting a request for a "Change Order Proposal" to the Architect via the Construction Administrator on forms as required by the Owner. These forms shall also include "Change Order Proposal Workbook(s)" as required by the Owner.
1. Include statements outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities as directed by Article 13 of the General Conditions of the Contract for Construction.
 3. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 4. Comply with requirements in Division 01 Section 01 25 00 "Substitution Procedures" if the proposed change requires an equal or substitution of one product or system for a product or system specified.
 5. The State of Connecticut construction contract has the following tax exemptions:
 - a. Purchasing of materials which will be physically incorporated and become a permanent part of the project.
 - b. Tools, supplies and equipment used in fulfilling the construction contract are not exempt.
 - c. Services that are resold by the Contractor are exempt, i.e. if a Contractor hires a plumber, carpenter or electrician, a resale certificate may be issued to the subcontractor because these services are considered to be integral and inseparable component parts of the building contract

- C. "Change Order Request" Forms: Use "Change Order Proposal" and "Change Order Proposal Worksheets" forms as required by Owner.
- D. A "Change Order Proposal" cannot be submitted without either prior submission of a "Request for Information" from the Contractor or as a response to a "Proposal Request" submitted by the Architect or Owner.
- E. Any "Change Order Request" submitted without a prior submittal of a "Request for Information" or as a response to a "Proposal Request" will be immediately rejected and returned to the Contractor.

1.7 CONSTRUCTION CHANGE DIRECTIVE

A. "Construction Change Directive":

When the Owner and the Contractor disagree on the terms of a "Change Order Proposal" resulting from either a "Request for Information" or "Proposal Request", then the Architect through the Construction Administrator may issue a "Construction Change Directive" on a "Construction Change Directive" form as authorized by the Owner. The "Construction Change Directive" instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a "Change Order".

- 1. The "Construction Change Directive" contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
 - 2. Contractor must proceed with the Work once a "Construction Change Directive" is issued.
 - 3. The change in the Contract Sum and Contract Time resulting from the issuance of a "Construction Change Directive" will be based on "Time & Material" or "Unit Prices".
 - 4. Issuance of "Construction Change Directive" does not guarantee payment for the Work described in the "Construction Change Directive".
- B. Documentation: The Contractor shall maintain detailed records on a time and material basis of work required by the "Construction Change Directive".
- 1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
 - 2. The final value shall be negotiated based on the supporting data to determine the value of the work.

1.8 CHANGE ORDER PROCEDURES

- A. Upon the Owner's approval of a Contractor's "Change Order Proposal", the Construction Administrator will issue a "Change Order" for signatures of the Architect, Owner and the Contractor on a "Change Order" form as required by the Owner.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 26 00

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies procedures for preparation and submittal of the Contractor's Applications for Payment.
- B. Related Sections: The following Sections contain requirements that relate to this Section.
1. Notice to Bidders: Article 10
 2. General Conditions: Articles: 27 "Schedule of Values, Application for Payment"; 28 "Partial Payments"; 31 "Final Payment"; and 32 "Owner's Right to Withhold Payments".
 3. Division 01 Section 01 32 16 "Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.
 4. Division 01 Section 01 33 00 "Submittal Procedures".
 5. Division 01 Section 01 77 00 "Closeout Procedures" for requirements for Final Payment.

1.3 SCHEDULE OF VALUES

- A. **Coordination:** Coordinate preparation of the "Schedule of Values" with preparation of the CPM Schedule or Construction Schedule. Use "Schedule of Values" form as required by the Owner
1. Submit the "Schedule of Values" to the Construction Administrator at the earliest possible date but no later than **twenty-one (21)** days after Contract Start Date.
 2. **Sub-schedules:** Where Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. **Format and Content:** Use the Project Manual Table of Contents as a guide to establish the format for the "Schedule of Values". Provide at least one line item for each Specification Section on electronic media printout.
1. **Identification:** Project identification on the Schedule of Values shall include, but not be limited to, the following:
 - a. **Owner**
 - b. **Project Number**
 - c. **Project Name**
 - d. **Project Location**
 - e. **Contractor's name and address.**
 2. Arrange the "Schedule of Values" in tabular format as required by the Owner, containing separate columns including, but not limited to, the following Items:
 - a. **Item Number.**
 - b. **Description of Work with Related Specification Section or Division Number.**
 - c. **Scheduled Values broken down by description number, type material, units of each material.**
 - 1) **Include break down of General Condition requirements, i.e. bonds, insurance premiums, taxes, job mobilization, temporary facilities, field supervision and layout, operation and maintenance manuals, punch list activities, project record documents, demonstration and training, overhead, and profit as separate line items.**
 - d. **Name of subcontractor.**
 - e. **Name of manufacturer or fabricator.**
 - f. **Name of supplier.**
 - g. **Retainage.**
 - h. **Contract sum in sufficient detail.**

3. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items. In addition, the following items listed below must be included.
 - a. **Site Logistics Plan (01 31 00):** a lump sum at 1/20 of one percent of the base bid total project cost at the time of submission of this plan.
 - b. **c. Photographic Documentation (01 32 33):** a monthly cost of \$1,000 per month to be paid each month upon receipt of the photographs or forfeit of that month's payment.
 - d. **Submittal Schedule (01 33 00):** a lump sum payment calculated at 1/20th of 1% of the base bid total project cost upon receipt of the schedule
 - e. **Waste Collection & Cleaning (01 50 00):** a monthly cost. A minimum payment of \$1,000 to \$3,000 (based on size & complexity of the project) with forfeit of that monthly payment if not done.
 - f. **As-Built Updates (01 31 00):** a monthly cost, a minimum payment of \$1,000 with forfeit of that monthly payment if not done.
 - g. **h. Schedule (01 32 16):** For the Base Schedule a lump sum payment or 40% of the total schedule budget, with the remainder paid on an even payment over the duration of the project.
5. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
6. **Unit-Cost Allowances:** Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
7. **General Conditions:** Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.

1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and Construction Administrator and paid for by the Owner.
 1. The initial "Application for Payment", the "Application for Payment" at time of "Substantial Completion", and the final "Application for Payment", involve additional requirements.
- B. **Payment-Application Terms:** The Owner will process monthly progress payments. The Contractor may submit applications for payment on a monthly basis.
- C. **Payment-Application Forms:** Use the "Application for Payment" form as required by the Owner. Present the required information on electronic media printout or Owner approved form; multiple pages should be used if required.
 1. For each item, provide a column including but not limited to the following items:
 - a. Item Number.
 - b. Description of Work and Related Specification Section or Division.
 - c. Scheduled Value, break down by units of material and units of labor.
 - d. Work Completed from previous application.
 - e. Work Completed this period.
 - f. Materials presently stored.
 - g. Total Completed and stored to date of application.
 - h. Percentage of Completion.
 - i. Balance to Finish.
 - j. Retainage.

- D. Application Preparation:** Complete every entry on the Application form. At the time of Final Payment only, include an executed Application form by a person authorized to sign legal documents on behalf of the Contractor. The Construction Administrator will return incomplete Applications without action.
 - 1. Entries shall match data on the "Schedule of Values".
 - 2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

- E. Transmittal:** Except for final payment, submit to the Construction Administrator by a method ensuring receipt within **forty-eight (48)** hours. **One (1)** complete, signed and notarized original of each Application for Payment, including lien waivers and similar attachments when required, along with **six (6)** copies. For Final Payment, **nine (9)** complete, signed and notarized copies shall be submitted.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.

- F. Applications for Payment:** Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment and all subsequent Application for Payments including, but not limited to, the following items:
 - 1. List of subcontractors and suppliers' name, FEIN/Social Security numbers, and Connecticut Tax Registration Numbers.
 - 2. List of principal suppliers and fabricators.
 - 3. Schedule of Values.
 - 4. Contractor's Construction Schedule (preliminary if not final).
 - 5. Schedule of principal products.
 - 6. Submittal Schedule (preliminary if not final).
 - 7. List of Contractor's staff assignments.
 - 8. List of Contractor's principal consultants.
 - 9. Copies of all applicable permits.
 - 10. Copies of authorizations and licenses from governing authorities for performance of the Work.
 - 11. Proof that subcontractors have been paid amounts included on the Contractor's Application for Payment within thirty (30) days after the Owner has paid the Contractor for the particular Application for Payment in accordance with Connecticut General Statute § 49-41a (a)(1).
 - 12. Releases of Lien from subcontractors with amounts included on the Contractor's Application for Payment when Contractor has been paid by the Owner for the particular Application for Payment but the subcontractors have not been paid.
 - 13. Proof that as-built documents are updated as required by Section 01 77 00 "Closeout Procedures.
 - 14. Initial as-built survey and damage report, if required.
 - 15. Update the "Contractor's Master Subcontract Agreement List" and submit copies all recently executed Subcontract Agreements in accordance with CGS § 4b-96.
 - 15.1. The "Contractor's Master Subcontract Agreement List" shall list all Subcontract Agreements in order of Contract Sum magnitude (from high to low) in the following format:

Contractor's Master Subcontract Agreement List				
Subcontractor Name	Minority Or Small Business Designation	Trade	Address	Contract Sum

- 16. In accordance with CGS § 42-158j (b):
 Each payment requisition submitted shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this section, "pending construction change order" or "other pending change directive" **means an authorized**

directive for extra work that has been issued to a contractor or a subcontractor and identified by an official Change Order Number or Construction Change Directive Number assigned by the State of Connecticut.

- G. Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion submit an Application for Payment form; use the form as required by the Owner. Present the required information on electronic media printout as applicable that include, but are not limited, to the following:
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include, but are not limited to, the following:
 - 2.1 Occupancy permits and similar approvals.
 - 2.2 Warranties (guarantees) and maintenance agreements.
 - 2.3 Final cleaning.
 - 2.4 Application for reduction of retainage and consent of surety.
 - 2.5 Final progress photographs.
 - 2.6 List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- H. Final Payment Application:** Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited, to the following:
1. Completion of Project Closeout requirements.
 2. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion.
 3. Ensure that unsettled claims will be settled.
 4. Ensure that incomplete Work is not accepted and will be completed in accordance with a schedule prepared by the Contractor which is acceptable to the Owner.
 5. Transmittal of required Project construction records to the Owner (including as-built documents specified in Section 01 77 00 "Closeout Procedures").
 6. Certified property survey.
 7. Proof that taxes, fees, and similar obligations were paid.
 8. Removal of temporary facilities and services.
 9. Removal of surplus materials, rubbish, and similar elements (Reference Section 01 74 19 "Construction Waste Management & Disposal").
 10. Change of door locks to Owner's access.
 11. The requirements of the General Conditions and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment.
 12. Asbestos, lead or other hazardous material manifests.
 13. Completion of "Building Contractor Reporting Form" as supplied by Department of Construction Services, for all Contractors, Subcontractors, Vendors, Suppliers, etc. who work on the Contract. The form includes the following information:
 - a. Contractor/Subcontractor name.
 - b. FEIN/Social Security Numbers
 - c. Connecticut Tax Registration Numbers
 - d. Type of work
 - e. Name of business and address
 - f. Remittance address.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 29 76

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
1. General project coordination procedures.
 2. Conservation.
 3. Coordination Drawings, including Site Logistics Plans.
 4. Administrative and supervisory personnel.
 5. Cleaning and protection.
- B. **Related Sections:** The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 29 76 "Progress Payment Procedures" for Schedule of Values items
 2. Division 01 Section 01 31 19 "Project Meetings" for progress meetings, coordination meetings, and pre-installation conferences.
 3. Division 01 Section 01 32 16 "Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.
 4. Division 01 Section 01 50 00 "Temporary Facilities and Controls".
 5. Division 01 Section 01 60 00 "Product Requirements" for coordinating general installation.
 7. Division 01 Section 01 77 00 "Closeout Procedures" for coordinating contract closeout.

1.3 CONSTRUCTION ADMINISTRATOR

A. **Construction Administrator:**

1. The Construction Administrator is identified in Division 01 Section 01 11 00 "Summary of Work".
2. **Construction Mobilization:**
 - a. Cooperate with the Construction Administrator in the allocation of mobilization areas of the site, for field offices and sheds, for agency facility access, traffic, and parking facilities.
 - b. During Construction, coordinate use of site and facilities through the Construction Administrator.
 - c. Comply with Construction Administrator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
 - d. Comply with instructions of the Construction Administrator for use of temporary utilities and construction facilities.

1.4 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Construction Administrator, Owner and separate contractors where coordination of their work is required.

- C. Administrative Procedures:** Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Delivery and processing of submittals.
 4. Progress meetings.
 5. Project closeout activities.
 6. As-Builts - coordinate monthly meetings to assure up-dates being performed.

1.5 SUBMITTALS

- A. Coordination Drawings:** Prepare coordination drawings to complete detailed coordination of systems and components and to integrate information about fabrication and installation.
1. Thoroughly prepare coordination drawings, as further stipulated in Part 3 "Execution", reviewing all contract documents and consulting with all entities contributing to or involved with each portion of the work under consideration.
 - a. Show the relationship of all components shown on any separate Shop Drawings.
 - b. Indicate required desired installation sequences.
 - c. Comply with requirements contained in Division 01 Section 01 33 00 "Submittal Procedures".
 2. **Prepare a Site Logistics Plan(s) showing:** The entire project area and limits; all routes into and out of site; all staging and stockpiling and lay-down areas; all aspects of phasing/staging; all parking, paving and fencing; and all specific provisions to satisfy requirements of Division 01 Sections, including but not limited to Field Engineering and Temporary Facilities and Controls. The Site Logistics Plan shall coincide with and complement the general staging plans and site plans outlined in the contract bidding documents. It is intended that the Contractor shall present this refined plan for approval by the Construction Administrator. The fencing shown on this plan is required for all phases. Exact placement and timing of installations and removals will be reviewed and approved by the Construction Administrator prior to implementation. This staging and logistics plan will require refinement and change for each phase/stage of the project. The Site Logistics Plan(s) shall be drawn at a scale no smaller than 1"=40' and shall be submitted as stipulated in Division 01 Section 01 29 76 "Progress Payment Procedures", but in no case later than (30) days after Notice to Proceed.
- B. Staff Names:** Prior to the contract start date, submit a list of the Contractor's principal staff assignments, including the superintendent, project safety officer, and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
1. Post copies of the list in the Project meeting room, the temporary field office, and at each temporary telephone.
 2. Provide resumes of each staff member proposed for the Project. This shall include the Project Manager, Project Superintendent and Safety Officer.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions:** The Contractor shall require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed and coordinate such inspections with the Construction Administrator and authorities having jurisdictions. If unsatisfactory conditions exist notify the Construction Administrator immediately. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B.** The Contractor shall coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
- D.** The Construction Administrator will meet with the Contractor on all major items of coordination.

3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering, where required, to assure protection from damage or deterioration.
- B. Clean and provide maintenance on completed construction as construction per manufacturers requirements through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.
 - 5. Excessively high or low humidity.
 - 6. Air contamination or pollution.
 - 7. Water or ice.
 - 8. Solvents.
 - 9. Chemicals.
 - 10. Light.
 - 11. Radiation.
 - 12. Puncture.
 - 13. Abrasion.
 - 14. Heavy traffic.
 - 15. Soiling, staining, and corrosion.
 - 22. Unusual wear or other misuse.
 - 23. Contact between incompatible materials.
 - 24. Destructive testing.
 - 25. Misalignment.
 - 26. Excessive weathering.
 - 27. Unprotected storage.
 - 28. Improper shipping or handling.
 - 29. Theft.
 - 30. Vandalism.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 31 00

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings, including, but not limited to, the following:
 - 1. **Start Date meeting (establishes start date)**
 - 2. **Pre-construction conferences.**
 - 3. **Pre-installation conferences.**
 - 4. **Progress meetings.**
 - 5. **Safety**
 - 6. **Coordination**
 - 7. **As-built drawings review**
 - 8. **And as required**
- B. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating project meetings with other construction activities.
 - 2. Division 01 Section 01 32 16 "Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.
 - 3. Division 01 Section 01 33 00 "Submittal Procedures" for submitting the Construction Schedule or CPM Schedule.
 - 4. Division 01 Section 01 35 26 "Government Safety Requirements specifies the requirements for safety plans, reports, and investigation submittals.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. The Contractor will attend a pre-construction conference before starting construction, as scheduled by the Construction Administrator convenient to the Owner, the Construction Administrator, Architect, and Contractor. This meeting will take place at least **fourteen (14)** days prior to official Start Date. Hold the conference at the Project Site or another convenient location as directed by the Construction Administrator. The Construction Administrator shall conduct the Pre-construction Conference to review the Contractor and Subcontractor responsibilities and personnel assignments.
- B. **Attendees:** Authorized representatives of the Construction Administrator, Owner, Architect, and their consultants; the Contractor and its superintendent; major subcontractors; agency; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. **Agenda:** Discuss items of significance that could affect progress, including the following:
 - 1. **Tentative construction schedule.**
 - 2. **Progress meeting schedule.**
 - 3. **Designation of responsible personnel.**
 - 4. **Procedures for processing field decisions and Change Orders.**
 - 5. **Procedures for processing Applications for Payment.**
 - 6. **Distribution of Contract Documents.**
 - 7. **Submittal of Shop Drawings, Product Data, and Samples.**
 - 8. **Preparation of record documents.**

9. Use of the premises.
10. Parking availability.
11. Office, work, and storage areas.
12. Equipment deliveries and priorities.
13. Safety procedures.
14. First aid.
15. Security.
16. Housekeeping.
17. Working hours.

1.4 PRE-INSTALLATION/CONSTRUCTION CONFERENCES

- A. The Contractor will schedule a pre-installation conference(s) at the Project Site before each construction activity that requires coordination with other construction. The Contractor shall be responsible to notify in writing the Construction Administrator and the appropriate Subcontractor(s), etc., of the date and time of all Pre-installation/Construction Conferences. Notification shall be at least seven (7) days, prior to the Conference. The Contractor shall be responsible for coordination and attendance of all Subcontractors, etc., involved in or affected by the installation for all Pre-installation/Construction Conferences.
- B. **Attendees:** The Construction Administrator, Contractor, Subcontractors, Owner and Architect, the installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. The Contractor shall advise all attendees of the scheduled Pre-installation/Construction Conferences dates.
- C. **Agenda:** Review the progress of other construction activities and preparations for the particular activity under consideration at each Pre-installation/Construction Conference, including but not limited to the following requirements:
 1. Contract Documents.
 2. Options.
 3. Related Change Orders.
 4. Purchases.
 5. Deliveries.
 6. Shop Drawings, Product Data, and quality-control samples.
 7. Review of mockups.
 8. Possible conflicts.
 9. Compatibility problems.
 10. Time schedules.
 11. Weather limitations.
 12. Manufacturer's recommendations.
 13. Warranty requirements.
 14. Compatibility of materials.
 15. Acceptability of substrates.
 16. Temporary facilities.
 17. Space and access limitations.
 18. Governing regulations.
 19. Safety.
 20. Inspecting and testing requirements.
 21. Required performance results.

22. Recording requirements.

23. Protection.

- D. The Construction Administrator will record significant discussions and agreements and disagreements of each Pre-installation/Construction Conference, and the approved schedule. The Construction Administrator will promptly distribute the record of the Pre-installation/Construction Conference to all attendees.
- E. The Contractor shall not proceed with the installation/construction if the conference cannot be successfully concluded. The Contractor shall be responsible to initiate whatever actions are necessary to resolve impediments to performance of Work and schedule and reconvene another Pre-installation/Construction Conference at the earliest feasible date. Failure of the contractor to resolve impediments to the performance of the work will not result in an extension of days.

1.5 PROGRESS MEETINGS

- A. The Construction Administrator will conduct progress meetings, bi-weekly, at the Project Site or at regular intervals as agreed upon at the Pre-construction Conference. The Construction Administrator will notify the Owner, the Architect, and the Contractor of the scheduled Progress Meeting dates. Coordinate dates of Progress Meetings with preparation of Application for Payment requests.
- B. **Attendees:** In addition to representatives of the Contractor, Construction Administrator, Owner and the Architect, subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities may be requested to attend these meetings on an as needed basis. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. The Contractor shall include the site superintendent as a minimum.
- C. **Agenda:** Progress Meetings shall review and correct or approve minutes of the previous Progress Meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - 1. **Construction Schedule:** Review progress since the last Progress Meeting. Determine where each activity is in relation to the required Contractor's "Construction Schedule" or "CPM Schedule" and whether each activity is on time or ahead or behind Schedule. Determine how Work that is behind Schedule will be expedited; secure commitments from parties involved to do so. Discuss whether Schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
 - 2. Review the present and future needs of each entity present, including the following:
 - a. **Interface requirements.**
 - b. **Time.**
 - c. **Sequences.**
 - d. **Status of submittals.**
 - e. **Deliveries.**
 - f. **Off-site fabrication problems.**
 - g. **Access.**
 - h. **Site utilization.**
 - i. **Temporary facilities and services.**
 - j. **Hours of work.**
 - k. **Hazards and risks.**
 - l. **Housekeeping.**
 - m. **Quality and work standards.**
 - n. **Change Orders.**
 - o. **Documentation of information for payment requests.**
- D. **Reporting:** The Construction Administrator will distribute minutes of the meeting to each party present, promptly and before the next scheduled meeting, and to parties who should have been present.

1.6 SUBCONTRACTOR/COORDINATION/SAFETY MEETINGS

- A. The Contractor shall conduct Subcontractor/coordination meetings.
- B. The Contractor shall conduct a separate safety meeting after the safety plan is submitted. The Contractor shall take meeting minutes. These minutes shall be made available upon request. The Contractor shall notify the Construction Administrator of the times and dates of these meetings, who may elect to attend these meetings as an observer when necessary. A minimum of one safety meeting will be held per month.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 31 19

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the preparation, submittal, and updating of the Contractor's construction schedules and reporting progress of the Work.
1. Refer to the General Conditions and the Agreement for definitions and specific dates of Contract Time.
- B. This Section includes the following:
1. Format.
 2. Content.
 3. Revisions to schedules.
 4. Submittals.
 5. Distribution.
- C. **Related Sections:** The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 29 76 "Progress Payment Procedures" specifies requirements for submitting Schedule of Values and Application for Payments.
 2. Division 01 Section 01 31 19 "Project Meetings" specifies requirements for submitting and distributing meeting and conference minutes.
 3. Division 01 Section 01 33 00 "Submittal Procedures" specifies requirements for submitting the Submittal Schedule.
 4. Division 01 Section 01 45 00 "Quality Control" specifies requirements for submitting inspection and test reports.
 5. Division 01 Section 01 60 00 "Product Requirements" specifies requirements for submitting the list of products.

1.3 DEFINITIONS

- A. **Construction Schedule:** A method of planning and scheduling a construction project utilizing 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.

1.4 QUALITY ASSURANCE

- A. **The Contractor's Consultant:** Retain a consultant to provide planning, evaluating, and reporting by CPM scheduling.
1. **In-House Option:** The Owner may waive the requirement to retain a consultant if the Contractor can demonstrate that:
 - a. The Contractor has the computer equipment required to produce construction schedules.
 - b. The Contractor employs skilled personnel with experience in construction scheduling and reporting techniques.
 2. **Program:** Use **Microsoft Project** latest version.
 3. **Standards:** Comply with procedures contained in AGC's "Construction Planning & Scheduling."

1.5 PRELIMINARY SCHEDULE

- A. Preliminary Gantt schedule is to be prepared by the Contractor and submitted to the Construction Administrator within **seven (7)** days of award of contract. This schedule is to cover all items of Work from the start of the project up to the completion of the project. This schedule must be revised when the actual schedule of significant items varies more than one week from the proposed schedule.

1.6 CONSTRUCTION SCHEDULE FORMAT

1. **Format:** Utilize a horizontal bar chart (Gantt) with a separate bar for each major portion of the Work or operation, identifying first work day of each week.
2. **Program:** Use **Microsoft Project**, latest version.
3. **Sequence of Listings:** Utilize the Table of Contents of this Project Manual and the chronological order of the start of each item of work.
4. **Scale and Spacing:** Provide space for notations and revisions.
5. **Sheet Size:** To be coordinated with Construction Administrator.
6. **Weather Days Allowance:** The Contractor shall include as a separate identifiable activity on the Critical Path of the Construction Schedule, and activity labeled "Weather Days Allowance." Insert this activity immediately prior to the substantial completion milestone.

6.1 The Contractor shall be fully responsible for determining the number of weather delay days to be included in the Construction Schedule. This determination shall be based on the normal anticipated weather for the project location and the nature of the project work. The Construction Schedule shall be based on the contractor's determined weather delay allowance. The weather delay activity shall be included in the construction schedule immediately prior to the Substantial Completion milestone.

6.2 The minimal allowed duration of the Weather Days Allowance shall be calculated as follows (decimals rounded to nearest whole number):

$$\frac{\text{Contract Time (Calendar Days)}}{365} \text{ multiplied by } 7 \text{ equals Weather Days Allowance (Calendar Days)}$$

6.3 The Contractor shall insert an activity in the Critical Path of the Construction Schedule to reflect weather day occurrences when weather days are experienced and accepted by the Owner. Identify this activity as a weather delay.

6.4 The Contractor shall reduce duration of Weather Days Allowance activity as weather delays are experienced and inserted into the schedule. Remaining weather days in Weather Day Allowance at completion of project is considered float. Weather delay, when justified, are considered allowable, non compensable.

1.7 CONTENT

- A. Show complete sequence of construction by activity, with dates beginning and completion of each element of construction.
- B. Identify each item by specification section numbers.
- C. Identify work of separate phases and other logically grouped activities.
- D. Show accumulated percentages of completion of each item, and total percentage of Work completed, as of the **first** day of each month.
- E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, Owner/Agency furnished products and any products identified as under Allowances, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.
- F. Indicate delivery dates for Owner/Agency furnished products and any products identified as under Allowances.
- G. Indicate critical path with original baseline indicated.
- H. Coordinate content with Schedule of Values specified in Section 01 29 76 "Progress Payment Procedures."

1.8 SUBMITTALS AND REVISIONS TO SCHEDULES

- A. An initial bar graph schedule is to be prepared by the Contractor and submitted to the Construction Administrator. Refer to Article 1.5.
- B. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- C. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- D. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

- E. Schedules must be revised monthly and when the actual schedule of significant items varies more than **seven (7) days** from the proposed schedule.
- F. Submit revised Construction Schedules for each Application for Payment.
- G. Submit **four (4)** copies of the Construction Schedule to the Construction Administrator.

1.9 DISTRIBUTION

- A. Distribute copies of the Construction Schedules to Construction Administrator, Architect, Owner, Subcontractors, suppliers, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problem anticipated by projections indicated in schedules.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 32 16

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for construction photographs.
- B. **Related Sections:** The following Section contains requirements that relate to construction photographs:
 - 1. Division 01 Section 01 33 00 "Submittal Procedures" specifies general requirements for submitting digital construction photographs.

1.3 SUBMITTALS

- A. **Photographs:** Provide a digital camera to take photos. Deliver **two (2)** sets of photo files on **one (1)** CD-ROM and **one (1)** set of prints (8x10) to the Construction Administrator for the Department.
- B. **Extra Sets:** When requested by the Owner, the photographer shall prepare extra sets of prints or CD-ROM. The photographer shall distribute these directly to the designated parties who will pay the costs for the extra sets directly to the photographer.

1.4 QUALITY ASSURANCE

- A. Engage a qualified commercial photographer to take photographs during construction.
- B. **Photographer's Qualifications:**
 - 1. Site Photographer: A Photographer shall be an individual of established reputation who has been regularly engaged as a professional photographer for not less than **three (3) years**.
 - 2. Construction Photographer: An individual capable of taking record photographs clearing showing pertinent conditions

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC COPIES

- A. On the date the work is begun and every **thirty (30) days** thereafter (until the work is at least 95 percent complete), the Contractor shall forward digital photographs
- B. **Identification:** Label each CD-ROM with project name and date the photographs were taken. With each submittal provide an applied label, rubber-stamped or index sheet with the following information:
 - 1. **Name of the Project.**
 - 2. **Name and address of the photographer.**
 - 3. **Name of the Architect.**
 - 4. **Name of the Contractor.**
 - 5. **Date the photographs were taken.**
 - 6. **Vantage Point: Description of vantage point, in terms of location, direction (by compass point), and elevation or story of construction.**

PART 3 – EXECUTION

3.1 PRECONSTRUCTION PHOTOGRAPHS

- A. Not more than 7-days before starting construction, take digital photos of the site and surrounding properties from different points of view, as selected by the Construction Administrator. Include
 - 1. All pavements, walks,

2. Photograph all staging areas
 3. As soon as installed photograph all site fencing and barriers providing security to Construction Areas,
- B. Take digital photos of adjacent existing buildings either on or adjoining the property in sufficient detail to record accurately the physical conditions at the start of construction.

3.2 CONSTRUCTION PHOTOGRAPHS

- A. Photograph typical uncovered conditions a typical shelf angles , typical shelf angle replacement, typical flashing installation and typical sealant installation At each applicable elevation of each building..
- B. As the digital photographs are a record of the work progress, they shall be taken each month, whether or not they show work done during the preceding month. Deliver the CD-ROMs and prints within **ten (10) days** of their taking.
- C. Provide and coordinate the use of photographic software to assure that the photos are viewable by all interested parties.

D. PART 2 - PRODUCTS (Not Applicable)

E. PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 32 33

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including but not limited to the following:
1. **Submittal schedule.**
 2. **Shop Drawings.**
 3. **Product Data.**
 4. **Samples.**
 5. **Quality assurance submittals.**
 6. **Proposed "Substitutions/Equals".**
 7. **Warrantee samples.**
- B. Administrative Submittals: Refer to other Division 01 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
1. **Permits.**
 2. **Applications for Payment.**
 3. **Performance and payment bonds.**
 4. **Contractor's construction schedule.**
 5. **Daily construction reports.**
 6. **Construction Photographs.**
 7. **Insurance certificates.**
 8. **List of subcontractors.**
 9. **Subcontractors/Suppliers FEIN number's and Connecticut tax registration number.**
- C. **Related Sections:** The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 25 00 "Substitution Procedures" specifies requirements for submittal of requests for equals and substitutions.
 2. Division 01 Section 01 29 76 "Progress Payment Procedures" specifies requirements for submittal of the Schedule of Values.
 3. Division 01 Section 01 31 00 "Project Management and Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
 4. Division 01 Section 01 31 19 "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
 5. Division 01 Section 01 32 16 "Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.
 6. Division 01 Section 01 32 33 "Photographic Documentation" specifies requirements for submittal of periodic construction photographs.
 7. Division 01 Section 01 35 26 "Government Safety Requirements" specifies the requirements for safety plans, reports, and investigation submittals.
 8. Division 01 Section 01 45 00 "Quality Control" specifies requirements for submittal of inspection and test reports and mockups.
 9. Division 01 Section 01 77 00 "Closeout Procedures" specifies requirements for submittal of Project Record Documents and warranties at project closeout.
 10. Division 01 Section 01 78 30 "Warranties and Bonds".

1.3 DEFINITIONS

- A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended and as identified in the Specification Divisions 02 through 49.
 - 1. Preparation of Coordination Drawings is specified in Division 01 Section 01 31 00 "Project Management and Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
- B. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- C. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 - b. The Architect reserves the right to reject incomplete submitted packages.
 - 3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
 - a. Allow **fourteen (14) days** for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow **fourteen (14) days** for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- B. **Submittal Preparation:** Place a permanent label, title block or **8-1/2 inches x 11 inches** cover page approved by the Architect, on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. The minimum number of copies required for each submittal shall be **seven (7)** or as determined otherwise at the pre-construction conference or by the Construction Administrator.
 - 2. Provide a space approximately **4 inches by 5 inches** on the label, beside the title block or on the cover page on Shop Drawings to record the Contractor's review and approval markings and the action taken.
 - 3. Include the following information on the label for processing and recording action taken.
 - a. **Project Name and State of Connecticut Project Number.**
 - b. **Date.**
 - c. **Name and address of the Architect, Construction Administrator, and Owner Representative.**
 - d. **Name and address of the Contractor.**
 - e. **Name and address of the subcontractor.**
 - f. **Name and address of the supplier.**
 - g. **Name of the manufacturer.**
 - h. **Number and title of appropriate Specification Section.**
 - i. **Drawing number and detail references, as appropriate.**
 - j. **Indicate either initial or resubmittal.**
 - k. **Indicate deviations from Contract Documents.**

I. Indicate if "equal" or "substitution".

- C. **Submittal Transmittal:** Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. Copy the Construction Administrator on the transmittal. The Architect will return all submittals to the Contractor after action is taken with a complete copy of the submittal package and one complete copy of the submittal package. The Architect will not accept submittals received from sources other than the Contractor.
1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.6 SUBMITTAL SCHEDULE

- A. After development and review by the Owner and Architect acceptance of the Contractor's Construction schedule prepare a complete schedule of submittals. Submit the schedule to the Construction Administrator within **thirty (30)** days of Contract Award.
1. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction or CPM Schedule.
 2. Prepare the schedule in chronological order. Provide the following information:
 - a. Schedule date for the initial submittal.
 - b. Related section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of Subcontractor.
 - e. Description of the part of Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for the Architect's final release of approval.
- B. **Submittal Schedule:** Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's Contractor's Construction or CPM Schedule.
 2. **Initial Submittal:** Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 3. **Final Submittal:** Submit concurrently with the first complete submittal of Contractor's construction schedule.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
- C. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each specification section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. **Architect reserves** the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. **Processing Time:** Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on **Architect's** receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. **Initial Review:** Allow **fifteen 15** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. **Architect** will advise Contractor when a submittal being processed must be delayed for coordination with related submittals not yet received. Additional time will be required if processing must be delayed to permit review of related subsequent submittals.
 2. **Intermediate Review:** If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. **Resubmittal Review:** Allow **fifteen 15** days for review of each resubmittal.
 4. **Mass Submittals:** **Six (6)** or more submittals in **one (1) day** or **twenty (20)** or more submittals in **one (1) week**. If "Mass Submittals" are received, Architect's review time stated above may be extended as necessary to perform proper review. Architect will review "Mass Submittals based upon priority determined by Architect after consultation with Owner and Contractor.
- E. Distribution:** Following response to the initial submittal, print and distribute copies to the Construction Administrator, Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- A. Schedule Updating:** Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.7 DAILY CONSTRUCTION REPORTS

- A.** Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Construction Administrator at weekly intervals:
1. **List of subcontractors at the site.**
 2. **Approximate count of personnel at the site.**
 3. **High and low temperatures, general weather conditions.**
 4. **Accidents and unusual events.**
 5. **Meetings and significant decisions.**
 6. **Stoppages, delays, shortages, and losses.**
 7. **List of equipment on site and identify if idle or in use.**
 8. **Orders and requests of governing authorities.**
 9. **Change Orders received, start and end dates.**
 10. **Services connected, disconnected.**
 11. **Substantial Completion's authorized.**
 12. **Equals or Substitutions approved or rejected.**

1.8 SHOP DRAWINGS

- A.** Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
- B.** Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
1. Dimensions.
 2. Identification of products and materials included by sheet and detail number.
 3. Compliance with specified standards.
 4. Notation of coordination requirements.
 5. Notation of dimensions established by field measurement.
 6. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches** but no larger than **36 by 48 inches**.

7. Submit **Shop Drawings electronically in PDF file format** prints as directed by the Construction Administrator. The Contractor's submittal shall identify the specification section and/or drawing number applicable to the submittal.
8. Details shall be large scale and/or full size.
- C. The Contractor shall review the Shop Drawings, stamp with this approval, and submit them with reasonable promptness and in orderly sequence so as to cause no delay in his Work or in the Work of any subcontractor. Shop Drawings shall be properly identified as specified for item, material, workmanship, and project number. At the submission, the Contractor shall inform the Architect, in writing of any deviation in the shop drawings from the requirements of the Contract Documents.
- D. The Architect will review and comment on shop drawings with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. Refer to Article 5 of the General Conditions. Shop Drawings received by the Architect that indicate insufficient study of drawings and specifications, illegible portions or gross errors, will be rejected outright. Such rejections shall not constitute an acceptable reason for granting the Contractor additional time to perform the work.
- E. The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of Shop Drawings until fully reviewed.
- F. Upon final review submit **reviewed PDF file**, same as submitted, for use by the Construction Administrator.
- G. The Architect's review and comments on Shop Drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents.
- H. Only final reviewed Shop Drawings are to be used on the Project site.
- I. The Work installed shall be reviewed in accordance with the Shop Drawings and the drawings and specifications. Final Review of the Shop Drawings by the Architect shall constitute acceptance by the State and the Architect of a variation or departure that is **clearly identified**. If the contractor believes notations made by the A/E increases the value or scope of the CD's, the contractor must provide written notice to the CA within **seven (7)** days of this issue. Final reviewed Shop Drawings shall not replace or be used as a vehicle to issue or incorporate change orders or substitutions. Substitutions shall be submitted in accordance with Division 01 Section 01 25 00 "Substitution Procedures".

1.11 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, schedules, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. **Manufacturer's printed recommendations.**
 - b. **Compliance with trade association standards.**
 - c. **Compliance with recognized testing agency standards.**
 - d. **Application of testing agency labels and seals.**
 - e. **Notation of dimensions verified by field measurement.**
 - f. **Notation of coordination requirements.**
 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 3. **Preliminary Submittal:** Submit a preliminary single copy of Product Data where selection of options is required.
 4. **Submittals:** Submit **seven (7)** copies of each required submittal; submit **five (5)** copies where required for maintenance manuals. The Architect will retain **one (1)** and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

5. **Distribution:** Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.12 SAMPLES

- A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 1. Store, mount or display Samples on site in the manner to facilitate review of qualities indicated. Prepare Samples to match the Architect's sample. Include the following:
 - a. **Specification Section number and reference.**
 - b. **Generic description of the Sample.**
 - c. **Sample source.**
 - d. **Product name or name of the manufacturer.**
 - e. **Compliance with recognized standards.**
 - f. **Availability and delivery time.**
 2. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least **three (3)** multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
 3. **Preliminary Submittals:** Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices, unless otherwise noted in specification section.
 - a. The Architect will review and return preliminary submittals with the Architects notation, indicating selection and other action.
 4. **Submittals:** Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit **three (3)** sets. The Architect will return **one (1)** set marked with the action taken.
 5. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. **Distribution of Samples:** Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
 1. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.
 - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

1.13 QUALITY ASSURANCE SUBMITTALS

- A.** Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
- B. Certifications:** Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - 1. Signature:** Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports:** Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 01 Section 01 45 00 "Quality Control."

1.14 ARCHITECT'S ACTION

- A.** Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return promptly.
 - 1.** Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp:** The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
 - 1. Final Unrestricted Release:** When the Architect marks a submittal "Approved for fabrication," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - 2. Final-But-Restricted Release:** When the Architect marks a submittal "Incorporate Notations," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Submit corrected copies for record. Final payment depends on that compliance.
 - 3. Returned for Resubmittal:** When the Architect marks a submittal "Rejected, or Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - a.** Do not use, or allow others to use, submittals marked "Rejected, or Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
 - 4. Other Action:** Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked "Action Not Required."
- C. Unsolicited Submittals:** The Architect will discard unsolicited submittals without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01 33 00

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Division 00 General Conditions of the Contract for Construction for Design-Bid-Build and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for performing alteration and renovation Work.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 00 Section 00 30 00 "General Statements for Available Information" for information that is available in addition to the Bidding Documents for review by bidders. Such information may include an existing conditions survey, contaminated soil reports, contaminated groundwater reports, hazardous building material reports, geotechnical data, etc.
 - 2. Division 01 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating cutting and patching with other construction activities.
 - 3. Division 01 Section 01 73 29 "Cutting and Patching" for procedures for cutting and patching.
 - 4. Division 01 Section 01 74 19 "Construction Waste Management & Disposal" for the requirements for waste management goals, waste management plan and waste management plan implementation.
 - 5. Refer to other Sections for specific requirements and limitations applicable to performing alteration Work with individual parts of the Work.

PART 2 - PRODUCTS

2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New materials: As specified in product sections; match existing Products and Work for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.

2.2 SALVAGEABLE MATERIALS (not used)

PART 3 - EXECUTION

3.1 INSPECTION

A. General:

- 1. Observe all existing conditions prior to submitting a bid. Include in the bid, existing conditions and their impact, particularly to cost and health and safety of workers and occupants, and proper function and operation of the facility. Be aware of other work being performed. Failure to visit the site shall in no way provide relief from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the Contract Documents without additional cost to the Owner. All site visits shall be scheduled with the Owner.
- 2. The quantities, locations and the extent of work indicated are best estimates, which are limited by the physical constraints imposed by occupancy of the facility. Consider all aspects of the substrates within the identified plan area. Material information and quantities were obtained from site surveys. Accordingly, variations (plus or minus 10 percent) in quantities within the limits of the work area are considered as having no impact on contract sum and contract performance period. Where additional abatement work is required beyond the above variations, the contract sum and contract performance period shall be adjusted under provisions of Division 01 of the Specifications.
- 3. Verify that demolition is complete and areas are ready for installation of new Work.

4. Beginning of restoration Work means acceptance of existing conditions.
- B. Project Procedures for Work Involving Asbestos Containing Material (ACM):**
1. The **Owner** is responsible for abating all **Asbestos Containing Material (ACM)** that is visible and accessible. This is to be accomplished through a separate project prior to the start of the renovation project.
- 3.2 PREPARATION**
- A. Cut, move, or remove items as are necessary for access to alteration and renovation Work. Replace and restore at completion.
 - B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
 - C. Remove debris and abandoned items from area and from concealed spaces.
 - D. Prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
 - E. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.
- 3.3 INSTALLATION**
- A. Coordinate alteration and renovation Work to expedite completion, and if required sequence Work to accommodate Owner occupancy.
 - B. Remove, cut and patch Work in a manner to minimize damage and to provide restoring products and finishes to original and or specified condition in accordance with **Section 01 73 29 "Cutting and Patching"**.
 - C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes in accordance with **Section 01 73 29 "Cutting and Patching"**.
 - D. Recover and refinish Work that exposes mechanical and electrical Work exposed accidentally during the Work.
 - E. Install products as specified in individual specification sections.
- 3.4 TRANSITIONS**
- A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent Work in texture and appearance.
 - B. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect/Engineer.
- 3.6 REPAIR OF DAMAGED SURFACES**
- A. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing imperfections.
 - B. Repair substrate prior to patching finishes.
- 3.7 FINISHES**
- A. Finish surfaces as specified in individual product specification sections.
 - B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.
- 3.8 CLEANING**
- A. In addition to cleaning specified in **Section 01 50 00 "Temporary Facilities and Controls"**, clean Agency occupied areas of Work.

END OF SECTION 01 35 16

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A.** Construction Documents and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section

1.2 SUMMARY

- A.** This guide specification covers construction safety requirements and requirements for the protection of people, property, and resources. It is intended for use in construction, renovation, and demolition projects for the State of Connecticut Department of Administrative Services (DAS) / Construction Services (CS).
- B. Related Sections:** The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 33 00 Submittal Procedures specifies the requirements for submittal requirements;
 2. Division 01 Section 01 31 19 "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.

1.2 REFERENCES

- A.** The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY OF SAFETY ENGINEERS (ASSE/SAFE) www.asse.org/publications/	
ASSE/SAFE A10.32	(2004) Fall Protection
ASSE/SAFE A10.34	(2001; R 2005) Protection of the Public on or Adjacent to Construction Sites
ASSE/SAFE Z359.1	(2007) Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components
AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME) www.asme.org/Codes/	
ASME B30.22	(2005) Articulating Boom Cranes
ASME B30.3	(2004) Construction Tower Cranes
ASME B30.5	(2004) Mobile and Locomotive Cranes
ASME B30.8	(2004) Floating Cranes and Floating Derricks
NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) www.nfpa.org/	
NFPA 10	(2007) Portable Fire Extinguishers
NFPA 51B	(2009) Standard for Fire Prevention During Welding, Cutting, and Other Hot Work
NFPA 241	(2004) Safeguarding Construction, Alteration, and Demolition Operations
NFPA 70	(2008) National Electrical Code
NFPA 70E	Standard for Electrical Safety in the Workplace
CODE OF FEDERAL REGULATIONS (CFR) www.archives.gov/federal-register/cfr/	
10 CFR	Standards for Protection Against Radiation
29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.28	Safety Requirements For Scaffolding.
29 CFR 1910.146	Permit-required Confined Spaces
29 CFR 1910.147	Control Of Hazardous Energy (Lockout/Tagout)
29 CFR 1910.178	Powered industrial trucks.
29 CFR 1915	Confined and Enclosed Spaces and Other
29 CFR 1926	Safety and Health Regulations for Construction
29 CFR 1926.500	Fall Protection
29 CFR 1926.550	Cranes and Derricks

US Army Core of Engineers (USACE)	
www.iwr.usace.army.mil	
EM 385-1-1	Safety, and Health Requirements Manual (2008),

1.3 SUBMITTALS

- A.** An "O" followed by "A" indicates that the Owner acceptance; submittals not having an "O" designation are for Contractor Quality Control approval.
- B. Submittal Procedures:**
 - 1. Preconstruction Submittals:**
 - a.** Accident Prevention Plan (APP): "O, A";
 - b.** Activity Hazard Analysis (AHA): "O, A";
 - c.** Crane Critical Lift Plan; "O, A";
 - d.** Proof of qualification for Crane Operators; O, A.
 - 2. Test Reports:** Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, "Reports."
 - a.** Accident Reports;
 - b.** Monthly Exposure Reports;
 - c.** Crane Reports;
 - d.** Regulatory Citations and Violations;
 - e.** Gas Protection.
 - 3. Certificates:**
 - a.** Confined Space Entry Permit;
 - b.** Hot work permit;
 - c.** License Certificates.
 - d.** Certificate of Compliance – Crane

1.4 DEFINITIONS

- A. Competent Person.** A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- B. Competent Person for Fall Protection.** A person who is capable of identifying hazardous or dangerous conditions in the personal fall arrest system or any component thereof, as well as their application and use with related equipment, and has the authority to take prompt corrective measures to eliminate the hazards of falling.
- C. Confined Space:** A space which by design has limited openings for entry and exit, unfavorable natural ventilation which could contain or produce dangerous air contaminants, and which is not intended for continuous employee occupancy. Confined spaces include, but are not limited to storage tanks, process vessels, pits, silos, vats, degreasers, reaction vessels, boilers, ventilation and exhaust ducts, sewers, tunnels, underground utility vaults, and pipelines.
- D. High Visibility Accident:** Any mishap which may generate publicity and/or high visibility.
- E. Medical Treatment;** Medical treatment includes treatment administered by a physician or by registered professional personnel under the standing orders of a physician. Medical treatment does not include first aid treatment even through provided by a physician or registered personnel.
- F. Operating Envelope:** The area surrounding any crane. Inside this "envelope" is the crane, the operator, riggers and crane walkers, rigging gear between the hook and the load, the load and the crane's supporting structure (ground, rail, etc.).
- G. Qualified Person for Fall Protection:** A person with a recognized degree or professional certificate and with extensive knowledge, training and experience in the field of fall protection; who is capable of performing design, analysis, and evaluation of fall protection systems and equipment.
- H. Recordable Injuries or Illnesses:** Any work-related injury or illness that results in:
 - 1.** Death, regardless of the time between the injury and death, or the length of the illness;
 - 2.** Days away from work (any time lost after day of injury/illness onset);
 - 3.** Restricted work;

4. Transfer to another job;
5. Medical treatment beyond first aid;
6. Loss of consciousness; or
7. A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

I. **Weight Handling Equipment (WHE) Accident:** A WHE accident occurs when any one or more of the six elements in the operating envelope fails to perform correctly during operation, including operation during maintenance or testing resulting in personnel injury or death; material or equipment damage; dropped load; derailment; two-blocking; overload; and/or collision, including unplanned contact between the load, crane, and/or other objects. A dropped load, derailment, two-blocking, overload and collision are considered an accident even though no material damage or injury occurs. A component failure (e.g., motor burnout, gear tooth failure, bearing failure) is not considered an accident solely due to material or equipment damage unless the component failure results in damage to other components (e.g., dropped boom, dropped load, roll over, etc.).]

1.5 REGULATORY REQUIREMENTS

A. In addition to the detailed requirements included in the provisions of this Section see, **Division 01, Section 01 42 20 "Reference Standards and Definitions"** for other state laws, criteria, rules and regulations. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting work. Where the requirements of this specification, applicable laws, criteria, regulations, and referenced documents vary, the most stringent requirements govern.

1.6 SITE QUALIFICATIONS, DUTIES, AND MEETINGS

A. Personnel Qualifications:

B. Site Safety and Health Officer (SSHO):

1. Provide a Site Safety and Health Officer (SSHO) at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Contractor. The Contractor Quality Control (QC) **can be the SSHO on this project**. Meet the following requirements within the SSHO:

Level 5: An Associate Safety Professional (ASP), Certified Safety Trained Supervisor (STS) and/or Construction Health & Safety Technician (CHST). A minimum of 10 years safety work of a progressive nature with at least 5 years of experience on similar projects. 30-hour OSHA construction safety class or equivalent within the last **five (5)** years. An average of at least **24** hours of formal safety training each year for the past **five (5)** years with training for competent person status for at least the following **[4]** areas of competency: **Scaffolding; Fall protection]**

[D. Certified Safety Trained Supervisor (STS):

Provide a **Certified Safety Trained Supervisor (STS)** at the work site to perform safety management, surveillance, inspections, and safety enforcement for the Contractor. The **STS** shall be the safety and occupational health "competent person" as defined by this section. The **STS** shall be at the work site at all times whenever work or testing is being performed and shall conduct and document daily safety inspections. The **STS** shall have no other duties other than safety and occupational health management, inspections, and enforcement on this contract.

E. Crane Operators:

Meet the Crane Operators and Crane Operation requirements of the Connecticut Bureau of License and Permits – Cranes, Department of Administrative Services, Office of State Fire Marshal pursuant to C.G.S § 29-221 through 29-230. Provide proof of current license and qualification. For more information visit the DAS website (www.ct.gov/DAS) > Licensing, Certification, Permitting and Codes > Cranes, or call **(860) 713-5580** or **(860) 713-5529**.

F. Personnel Duties:

1. Site Safety and Health Officer (SSHO):

- a. Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections. Attach safety inspection logs to the Contractors' daily **quality control** report.

- b. Conduct mishap investigations and complete required reports. Maintain the **OSHA Form 300 and Daily Production** reports for prime and sub-contractors. For more information visit the OSHA website at www.osha.gov > Employers > Recordkeeping Requirements and Forms.
- c. Maintain applicable safety reference material on the job site.
- d. Attend the pre-construction conference, pre-work meetings including preparatory inspection meeting, and periodic in-progress meetings.
- e. Implement and enforce accepted APPS and AHAs.
- f. Maintain a safety and health deficiency tracking system that monitors outstanding deficiencies until resolution. Post a list of unresolved safety and health deficiencies on the safety bulletin board.
- g. Ensure sub-contractor compliance with safety and health requirements.

Failure to perform the above duties will result in dismissal of the superintendent and/or SSHO, and a project work stoppage. The project work stoppage will remain in effect pending approval of a suitable replacement.

[2. Certified Safety Professional Safety Trained Supervisor (STS):

- a. Perform safety and occupational health management, surveillance, inspections, and safety enforcement for the project.
- b. Perform as the safety and occupational health "competent person" as defined by this section.
- c. Be on-site **at all times**, whenever work or testing is being performed.
- d. Conduct and document safety inspections.
- e. Shall have no other duties other than safety and occupational health management, inspections, and enforcement on this contract.

If the **STS** is appointed as the SSHO all duties of that position shall also be performed.

G. Meetings:

1. Preconstruction Conference:

- a. Contractor representatives who have a responsibility or significant role in accident prevention on the project shall attend the preconstruction conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the **Accident Prevention Plan (APP)**; (including the **Activity Hazard Analyses (AHAs)**, and special plans, program and procedures associated with it).
- b. Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Contractor and the Owner's Representative(s) as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.
- c. Deficiencies in the submitted APP will be brought to the attention of the Contractor at the preconstruction conference, and the Contractor shall revise the plan to correct deficiencies and re-submit it for acceptance. Do not begin work until there is an accepted APP.

2. Safety Meetings:

Safety meetings shall be conducted to review past activities, plan for new or changed operations, review pertinent aspects of appropriate AHA (by trade), establish safe working procedures for anticipated hazards, and provide pertinent safety and health training and motivation.

- a. Meetings shall be conducted at least once a month for all supervisors on the project location and at least once a week for all workers by supervisors or foremen.
- b. Meetings shall be documented, including the date, persons in attendance, subjects discussed, and names of individual(s) who conducted the meeting. Documentation shall be maintained and copies furnished to the Construction Administrator (CA) on request.
- c. The Construction Administrator (CA) shall be informed of all scheduled meetings in advance and be invited to attend.

1.7 ACCIDENT PREVENTION PLAN (APP):

- A. Use a qualified person to prepare the written site-specific APP.
 - 1. Prepare the APP in accordance with the format and requirements of **US Army Core of Engineers (USACE), Safety, and Health Requirements Manual, EM 385-1-1**, or as approved by the CA and as supplemented herein. Cover all paragraphs and subparagraph elements in **USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan"** or as approved

by the CA. The USACE Safety, and Health Requirements Manual, EM 385-1-1 is available at the USACE Website www.iwr.usace.army.mil.

2. Specific requirements for some of the APP elements are described in "B" below. The APP shall be job-specific and address any unusual or unique aspects of the project or activity for which it is written.
- B.** The APP shall interface with the Contractor's overall safety and health program. Include any portions of the Contractor's overall safety and health program referenced in the APP in the applicable APP element and made site-specific. The Owner considers the Prime General Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, the designated site safety and health officer and any designated Certified Safety Professional (CSP) and/or Certified Industrial Hygienist (CIH).
- C.** Submit the APP to the DAS/CS Project Manager and Construction Administrator **Fourteen (14) Calendar Days** prior to the date of the preconstruction conference for acceptance. Work cannot proceed without an accepted APP. Once accepted by the DAS/CS Project Manager and Construction Administrator, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the DAS/CS Project Manager and Construction Administrator, until the matter has been rectified. Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the DAS/CS Project Manager and Construction Administrator, project superintendent, Site Safety and Health Officer (SSHO) and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the DAS/CS Project Manager and Construction Administrator within **Twenty (24) hours** of discovery. Eliminate/remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel, visitors, the public (as defined by **American Society of Safety Engineers, ASSE/SAFE A10.34 - Protection of the Public on or Adjacent to Construction Sites, see www.asse.org**) and the environment.

Copies of the accepted plan will be maintained at the Construction Administrator's office at the job site. Continuously reviewed and amended the APP, as necessary, throughout the life of the contract. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered.

- D. APP Contents:**
The contents of the Accident Prevention Plan (APP) shall be in accordance with **Appendix A** of the US Army Corps of Engineers, **EM 385-1-1 Safety and Health Requirements Manual**, Appendix A, Minimum Basic Outline for Accident Prevention Plans or as approved by the CA. For more information visit the USACE Website at www.usace.army.mil/Library.

1.8 ACTIVITY HAZARD ANALYSIS (AHA): Activity Hazard Analyses (AHAs) define the activities being performed and identify the sequences of work, the specific hazards anticipated, site conditions, equipment, materials, and the control measures to be implemented to eliminate or reduce each hazard to an acceptable level of risk. The Activity Hazard Analysis (AHA) format shall be in accordance with US Army Corps of Engineers, **EM 385-1-1 Safety and Health Requirements Manual** or as approved by the CA.

- A. Submittals:**
1. Submit initial AHA to CA for review at least **15. Calendar Days** prior to the start of each phase. Format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.
 2. The AHA list will be reviewed monthly at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change. Develop the activity hazard analyses using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the CA.

1.9 DISPLAY OF SAFETY INFORMATION

Within **one (1) Calendar Days** after commencement of work, erect a safety bulletin board at the job site. Include and maintain information on safety bulletin board as required by US Army Corps of Engineers, **EM 385-1-1 Safety and Health Requirements Manual**, Section 01.A.06 or as approved by the CA. Additional items required to be posted include:

- A. Confined space entry permit.
- B. Hot work permit.
- C. Crane permit

1.10 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

1.11 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. The Owner has no responsibility to provide emergency medical treatment.

1.12 REPORTS

A. Accident Reports

- 1. Conduct an accident investigation for recordable injuries and illnesses, and property damage accidents resulting in at least **Two Thousand Dollars (\$2,000)** in damages, to establish the root cause(s) of the accident, complete "Accident Report Form" approved by the CA. Provide the report to the CA within **five (5) Calendar Days** of the accident.

B. Accident Notification

Notify the CA as soon as practical, but not later than **four hours (4)**, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident.

- 1. Within notification include the following:

- a. contractor name;
- b. contract title;
- c. type of contract;
- d. name of activity,
- e. installation or location where accident occurred;
- f. date and time of accident;
- g. names of personnel injured;
- h. extent of property damage, if any; extent of injury, if known, and brief description of accident **to include type of construction equipment used, Personal Protective Equipment (PPE) used, etc..** Preserve the conditions and evidence on the accident site until the U.S. Department of Labor, Occupational Safety and Health Administration (USDOL-OSHA) investigation team arrives on-site and USDOL-OSHA investigation is conducted.

C. Monthly Exposure Reports

Monthly exposure reporting to the CA is required to be attached to the monthly Application for Payment request. This report is a compilation of employee-hours worked each month for all site workers, both prime and subcontractor. Provide on a form approved by the CA.

D. Crane Reports

Submit crane inspection reports on a form approved by the CA and as specified herein with Daily Reports of Inspections.

E. HOT WORK

Hot Work shall only be performed in accordance with the requirements of **NFPA 51B "Fire Prevention During Welding, Cutting and Other Hot Work Standard**.

- 1. **Definitions:**

- a. **Hot Work:** Work involving burning, welding, or a similar operation that is capable of initiating fires or explosions. Examples listed by NFPA include arc welding, oxygen- fuel gas welding, open-flame soldering, brazing, thermal spraying, oxygen cutting, and arc cutting.
- b. **Permit Authorizing Individual (PAI).** Means the individual designated by the General Contractor to authorize hot work. The PAI is permitted to be, among others, the General

Contractor's project executive, supervisor, foreperson, or designated safety administrator. The PAI CANNOT be the hot work operator, except as permitted in **NFPA 51B**. The PAI is aware of the fire hazards involved and is familiar with the provisions of this standard.

2. **Permit:** Submit and obtain a written permit from the PAI prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, from the PAI. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. The General Contractor will provide at least **two (2)** twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal.
3. **Fire Watch:** It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with **NFPA 51B Standard for Fire Prevention During Welding, Cutting, and Other Hot Work** and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit. When starting work in the facility, require personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the local fire department emergency phone number(s). ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE LOCAL FIRE DEPARTMENT, GENERAL CONTRACTOR'S AUTHORIZED REPRESENTATIVE, AND OWNER'S CA IMMEDIATELY.

1.13 FACILITY OCCUPANCY CLOSURE

Streets, walks, and other facilities occupied and used by the state User Agency shall not be closed or obstructed without written permission from the CA.

1.14 SEVERE STORM PLAN

In the event of a severe storm warning, the Contractor must:

- A. Secure outside equipment and materials and place materials that could be damaged in protected areas.
- B. Check surrounding area, including roof, for loose material, equipment, debris, and other objects that could be blown away or against existing facilities.
- C. Ensure that temporary erosion controls are adequate.

PART 2 PRODUCTS NOT USED.

PART 3 EXECUTION

3.1 CONSTRUCTION AND/OR OTHER WORK

Comply with the Connecticut State Building and Fire Safety Codes, OSHA regulations, and other references regulations. The most stringent standard prevails.

3.1.2 HAZARDOUS MATERIAL EXCLUSIONS

Notwithstanding any other hazardous material used in this contract, radioactive materials or instruments capable of producing ionizing/non-ionizing radiation (with the exception of radioactive material and devices used in accordance with **USACE EM 385-1-1** such as nuclear density meters for compaction testing and laboratory equipment with radioactive sources) as well as materials which contain asbestos, mercury or polychlorinated biphenyls, di-isocyanates, lead-based paint are prohibited. The CA, upon written request by the Contractor, may consider exceptions to the use of any of the above excluded materials.

3.1.3 UNFORESEEN HAZARDOUS MATERIAL

- A. Related Section: Division 01, Section 01 35 16, Alteration Project Procedures.

3.4 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

Establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. Within the program include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

A. Training

Institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, provide training for each employee who might be exposed to fall hazards. Provide training by a competent person for fall protection in accordance with **USACE EM 385-1-1**, Section 21.A.16.

B. Fall Protection Equipment and Systems

Enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Protect employees from fall hazards as specified in **USACE EM 385-1-1, section 21**. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with **USACE EM 385-1-1, paragraphs 05.H. and 05.I**. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with **OSHA 29 CFR 1926.500, Fall Protection, Subpart M, and ASSE/SAFE A10.32, Fall Protection**.

1. Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet **ASSE/SAFE Z359.1, Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components**. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m 6 feet. The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken

2. Existing Anchorage

Certified (or re-certified) by a qualified person for fall protection existing anchorages, to be used for attachment of personal fall arrest equipment in accordance with **ASSE/SAFE Z359.1, Safety Requirements for Personal Fall Arrest Systems, Subsystems and Components**. Existing horizontal lifeline anchorages must be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

4. Horizontal Lifelines

Design, install, certify and use under the supervision of a qualified person horizontal lifelines for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (**OSHA 29 CFR 1926.500 Fall Protection**).

5. Guardrails and Safety Nets

Design, install and use guardrails and safety nets in accordance with **29 CFR 1926, Safety and Health Regulations for Construction Subpart M**.

6. Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. Prepare a Rescue and Evacuation Plan and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. Include the Rescue and Evacuation Plan within the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

3.5 SCAFFOLDING

A. The Contractor shall provide all employees with a safe means of access to the work area on the scaffold in accordance with **OSHA 29 CFR 1910.28 Safety Requirements For Scaffolding** and as contained in this section.

1. Climbing of any scaffold braces or supports not specifically designed for access is prohibited.

2. Access scaffold platforms greater than 20 feet (6 m) maximum in height by use of a scaffold stair system.

3. Do not use vertical ladders commonly provided by scaffold system manufacturers for accessing scaffold platforms greater than 20 feet (6 m) maximum in height.
4. The use of an adequate gate is required.
5. Ensure that employees are qualified to perform scaffold erection and dismantling.
6. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan.
7. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward.
8. Give special care to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material are prohibited.
9. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Place work platforms on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

B. Stilts

The use of stilts for gaining additional height in construction, renovation, repair or maintenance work is **PROHIBITED**.

3.6 EQUIPMENT

A. Material Handling Equipment

Material Handling Equipment shall be in accordance with **OSHA 29 CFR 1910.178 Powered Industrial Trucks** and as contained in this section.

1. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
2. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed instructions.
3. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

B. Weight Handling Equipment

1. Equip cranes and derricks as specified in **ASME B30.5** or **ASME B30.22** or **ASME B30.8** as applicable.
2. Comply with the crane manufacturer's specifications and limitations for erection and operation of cranes and hoists used in support of the work. Perform erection under the supervision of a designated person (as defined in **ASME B30.5**). Perform all testing in accordance with the manufacturer's recommended procedures.
3. Comply with **ASME B30.5** for mobile and locomotive cranes, **ASME B30.22** for articulating boom cranes, **ASME B30.3** for construction tower cranes, and **ASME B30.8** for floating cranes and floating derricks.
4. Under no circumstance shall a Contractor make a lift at or above 90% of the cranes rated capacity in any configuration.
5. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this special hazard and follow the requirements of **ASME B30.5** or **ASME B30.22** as applicable.

6. Do not crane suspended personnel work platforms (baskets) unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Do not lift personnel with a line hoist or friction crane.
7. Inspect, maintain, and recharge portable fire extinguishers as specified in **NFPA 10, Standard for Portable Fire Extinguishers**.
8. All employees must keep clear of loads about to be lifted and of suspended loads.
9. Use cribbing when performing lifts on outriggers.
10. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
11. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
12. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by CA.
13. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by CA.
14. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

C. USE OF EXPLOSIVES

Explosives shall not be used or brought to the project site without prior written approval from the CA. Such approval shall not relieve the Contractor of responsibility for injury to persons or for damage to property due to blasting operations. Storage of explosives, when permitted on State property, shall be only where directed and in approved storage facilities. These facilities shall be kept locked at all times except for inspection, delivery, and withdrawal of explosives. Explosive work shall be performed in accordance with the requirements of C.G.S. § 29-343 through 29-355 and as required by the Office of State Fire Marshal, CT Department of Construction Services.

3.9 ELECTRICAL

A. Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the CA and utility company for identification. The CA will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers will be permitted to enter. When work requires Contractor to work near energized circuits as defined by the **NFPA 70**, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by **NFPA 70E**. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

B. Portable Extension Cords

Size portable extension cords in accordance with manufacturer ratings for the tool to be powered and protected from damage. Immediately remove from service all damaged extension cords. Portable extension cords shall meet the requirements of **NFPA 70**.

3.10 WORK IN CONFINED SPACES

- A.** Comply with the requirements in **OSHA 29 CFR 1910.146** and **OSHA 29 CFR 1926.21(b) (6)**. Any potential for a hazard in the confined space requires a permit system to be used.

1. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.
2. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.
3. Sewer wet wells require continuous atmosphere monitoring with audible alarm for toxic gas detection.

END OF SECTION 01 35 26

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. **General:** Basic contract definitions are included in the General Conditions of the Contract for Construction.
- B. **"Indicated":** The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited to this term.
- C. **"Directed":** Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. **"Approved":** The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. **"Regulations":** The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. **"Furnish":** The term "furnish" means supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. **"Install":** The term "install" describes operations at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. **"Provide":** The term "provide" means to furnish and install, complete and ready for the intended use.
- I. **"Installer":** An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term **"experienced,"** when used with the term **"installer,"** means having a minimum of **five (5)** previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.
 - 2. **Trades:** Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
 - 3. **Assigning Specialists:** Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
 - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
- J. **"Project Site"** is the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other Work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- K. **"Testing Agencies":** A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. **Specification Format:** These Specifications are organized into Divisions and Sections based on CSI's "MasterFormat" 49-Division format and numbering system.
- B. **Specification Content:** This Specification uses certain conventions regarding the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
 - 1. **Abbreviated Language:** Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated, as the sense requires. Singular words will be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
 - 2. **Streamlined Language:** The Specifications generally use the imperative mood and streamlined language. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
 - a. The words "**shall be**" are implied where a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

- A. **Applicability of Standards:** Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. **Publication Dates:** Comply with the standards in effect as of the date of the Contract Documents unless a specific date is indicated in the Contract Documents or the governing regulations cited herein.
- C. **Conflicting Requirements:** Where compliance with **two (2)** or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent and highest quality requirement. Request a decision from the Architect before proceeding on requirements that are different but apparently equal, and where it is uncertain which requirement is the most stringent.
 - 1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum acceptable. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Request a clarification from the Architect regarding uncertainties before proceeding.
- D. **Copies of Standards:** Each entity engaged in construction on the Project is required to be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source.
- E. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-generating organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Thompson Gale's "Encyclopedia of Associations," available in most libraries.

1.5 GOVERNING REGULATIONS AND AUTHORITIES

- A. **Copies of Regulations:** Obtain copies of the "**latest applicable State Codes**" and the following regulations and retain at the Project Site to be available for reference by parties who have a reasonable need during submittals, planning, and progress of the Work, until Substantial Completion.
 - 1.
- B. The "**latest applicable State Codes**" are available for download from the DAS website (www.ct.gov/das) > Doing Business With The State > State Building Construction > Publications and Forms > Office of State Building Inspector *and* Office of State Fire Marshal. Also visit the www.ctdol.state.ct.us Connecticut Department of Labor website.

1.6 SUBMITTALS

- A. Permits, Licenses, and Certificates:** For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01 42 20

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality-control services.
- B. Quality-Control services include fire alarm acceptance testing, inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by the Owner.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 2. Specified inspections, tests, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with Contract Document requirements.
 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- E. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 33 00 "Submittal Procedures" specifies requirements for development of a schedule of required tests and inspections.
 2. Division 01 Section 01 73 29 "Cutting and Patching" specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
 3. Division 01 Section 01 77 00 "Closeout Procedures", specific requirements for contract closeout procedures.

1.3 RESPONSIBILITIES

- A. Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, the Owner, through the Construction Administrator, shall provide inspections, tests, and other quality-control services specified elsewhere in the Contract Documents and required by authorities having jurisdiction. All tests required by the individual specification sections are required to be scheduled and notification given to the Construction Administrator **24/48** hours in advance of the test/inspection as applicable. Costs for these services are not included in the Contract Sum.
1. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Contract Sum.
 2. Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
 - a) Such services include Special Inspections as required by the latest edition of the "Connecticut State Building Code".
 - b) Where the Owner has engaged a testing agency for testing and inspecting part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner. The Owner will engage the services of a qualified Special Inspector for this project. The Special Inspector, as a representative of the Owner, shall document and confirm compliance with the provisions of the Connecticut State Building Code for Special Inspections.

- c) Materials and assemblies for this project will be tested and construction operations inspected as the work progresses. Failure to detect any defective work or material shall not in any way prevent later rejection when such defect is discovered nor shall it obligate the State for final acceptance.
- d) The Owner's use of testing and inspection services shall in no way relieve the Contractor of the responsibility to furnish materials and finished construction in full compliance with the Contract Documents and the Connecticut State Building Code.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Contract Document requirements, regardless of whether the original test was Contractor's responsibility.
 - 1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated non-compliance with Contract Document requirements.
 - 2. The Owner will issue a credit change order to cover all costs incurred related to all re-tests/re-inspections due to non-compliance to the Contract Documents, including but not limited to the Owner's costs and the Consultant's costs.
- C. Associated Services: Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the Agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
 - 1. Provide access to the Work.
 - 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
 - 3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
- D. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Construction Administrator, Architect and the Contractor in performance of the testing agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
 - 1. The testing agency shall notify the Construction Administrator and the Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. The testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work.
 - 3. The testing agency shall not perform any duties of the Contractor.
- E. Owner will pay for the services of an independent testing agency laboratory to perform inspections, tests and other services required by the Specifications except as noted below, listed for which the Owner will issue a deduct change order to cover the cost associated with these tests:
 - 1. When the Contractor notifies the Construction Administrator and/or Testing Agency less than 24 hours before the expected time of testing.
 - 2. When the Contractor requires testing for his own convenience.
 - 3. When the Contractor schedules a test and is not ready for the required test.
- F. Submit reports of tests that are part of the submittal requirements which indicate compliance or non-compliance with the specified standard.
- G. See also General Conditions Article 16 "Inspections & Tests".

1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Construction Administrator. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test, or similar service through the Contractor.
 - 1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
 - 2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
 - a. Date of issue.

- b. Project title and number.
- c. Name, address, and telephone number of testing agency.
- d. Dates and locations of samples and tests or inspections.
- e. Names of individuals making the inspection or test.
- f. Designation of the Work and test method.
- g. Identification of product and Specification Section.
- h. Complete inspection or test data.
- i. Test results and an interpretation of test results.
- j. Ambient conditions at the time of sample taking and testing.
- k. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
- l. Name and signature of laboratory inspector.
- m. Recommendations on re-testing.

1.5 QUALITY ASSURANCE

- A. **Mockups:** Provide full-size, physical assemblies that are constructed on-site. Mockups will be used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not samples. **Approved mockups establish the standard by which the Work will be judged.**

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 MOCKUPS

- A. Build site-assembled mockups using installers who will perform same tasks for project.
- B. Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven (7) days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.
 - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 - 6. Demolish and remove mockups when directed, unless otherwise indicated.

3.2 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Contract Document requirements for Division 01 Section 01 73 29 "Cutting and Patching."
- B. Protect constructions exposed by or for quality-control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

END OF SECTION 01 45 00

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including Division 00 General Conditions of the Contract for Construction for Design-Bid-Build and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for identification badges, parking stickers, construction facilities and temporary controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
1. **Temporary water service and distribution.**
 2. **Temporary electric power and lighting services.**
 3. **Temporary telephone service and data.**
 4. **Temporary sanitary facilities, including drinking water.**
- C. Support facilities include, but are not limited to, the following:
1. **Field offices – Contractor, Subcontractor, Owner, and Construction Administrator.**
 2. **Temporary window privacy protection**
 3. **Temporary lifts and hoists**
 4. **Temporary project identification signs.**
 5. **Collection and disposal of waste and cleaning.**
 6. **Temporary Environmental Controls.**
- D. Security and protection facilities include, but are not limited to, the following:
1. **Security for site and Agency.**
 2. **Barricades, warning signs, and lights.**
 3. **Enclosure fence.**
 4. **Security enclosure and lockup.**
 5. **Protection.**
 6. **Environmental protection.**
 7. **Traffic ways.**
 8. **Identification badges for Contractor's personnel & parking stickers.**

1.3 SUBMITTALS

- A. **Temporary Utilities:** Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.
- B. **Implementation and Termination Schedule:** Within **twenty-one (21)** days of the date established for commencement of the Work, submit a schedule indicating implementation and termination of each temporary utility.

1.4 QUALITY ASSURANCE

- A. **Regulations:** Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
1. **Building and fire code requirements.**
 2. **Health and safety regulations.**
 3. **Utility company regulations.**

4. **Police, fire department, and rescue squad rules.**
 5. **Environmental protection regulations.**
 6. **Americans with Disabilities Act.**
- B. Standards:** OSHA. Comply with NFPA 241 "Standard for Safeguarding Construction, Alteration, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA 200 "Recommended Practice for Installing and Maintaining Temporary Electric Power at Construction Sites."
1. **Electrical Service:** Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code."
- C. Inspections:** Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5.1 PROJECT CONDITIONS

- A. Temporary Utilities:** Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, the Construction Administrator will direct the change over from use of temporary service to use of permanent service.
- B. Conditions of Use:** Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General:** Provide new materials. If acceptable to the Architect, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use
- B. Paint:** For sign and directory boards applying graphics, provide exterior-grade alkyd gloss enamel over exterior primer unless otherwise indicated.
- C. Tarpaulins:** Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- D. Water:** Provide potable water approved by local health authorities.
- E. Enclosure Fencing:** Provide 0.120-inch thick, galvanized 2-inch chain link fabric fencing six (6) feet high galvanized steel pipe posts, 1-1/2 inches knuckle both bottom and top I.D. for line posts and 2-1/2 inches I.D. for corner posts.

2.2 EQUIPMENT

- A. General:** Provide new equipment. If acceptable to the Architect, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.
1. The Contractor shall furnish tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and similar work or material necessary to insure convenience and safety in the execution of the Contract except where this is otherwise specified in any Specification Section. All such items shall meet the approval of the Owner but responsibility for design, strength and safety shall remain with the Contractor. All such items shall comply with Federal OSHA regulations and applicable codes, statutes, rules and regulations, including compliance with the requirements of the current edition of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors (AGC) and the standards of the State Labor Department.
 2. Staging, exterior and interior, required for the execution of this Contract, shall be furnished, erected, relocated if necessary and removed by the Contractor. Staging shall be maintained in a safe condition without charge to and for the use of all trades as needed.

- B. **Water Hoses:** Provide 3/4-inch, heavy-duty, abrasion-resistant, flexible rubber hoses with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge and backflow preventers.
- C. **Electrical Outlets:** Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. **Electrical Power Cords:** Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. **Lamps and Light Fixtures:** Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. **Temporary Field Offices:** Provide prefabricated or mobile units with lockable entrances, operable windows, and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.
- G. **Temporary Toilet Units:** The Contractor shall provide self-contained, single-occupant toilet units of the chemical, aerated recirculation, or combustion type. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- H. **Fire Extinguishers:** Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.
- C. **Storm Water Pollution Control:**
 - 1. The **Architect/Engineer** shall electronically register the Connecticut Department of Energy and Environmental Protection's (DEEP) "General Permit for the Discharge of Stormwater and Dewatering Wastewater from Construction Activities" (DEEP-WPED-GP-015) and Stormwater Pollution Control Plan (SPCP) through the **DEEP ezFile Portal**. The SPCP is attached to technical Section 31 20 05 "Sedimentation and Erosion Control".
 - 2. Once under contract, and prior to construction activities, the Contractor shall assume responsibility for storm water pollution control and conform to the General Permit obligations and requirements. The Contractor shall sign, and cause to be signed by each appropriate subcontractor, the "Contractor Certification Statement" section of the SPCP and the DEEP "License Transfer Form" (DEEP-APP-006), as directed by the Architect/Engineer. The signed Certification Statement and License Transfer Form shall be attached to the "on-site" SPCP and submitted to the DEEP by the Architect/Engineer.
 - 3. The Owner shall be responsible for the General Permit registration fee and License Transfer notification fee.
 - 4. The Contractor shall retain an updated copy of the SPCP at the construction site from the date construction is initiated at the site until the date construction at the site is completed.

5. The Contractor shall conform to the SPCP or use another plan, prepared at the Contractor's expense, which has been approved by the Owner and the DEEP *prior to construction activities*. The Contractor shall be responsible for implementing, maintaining, and updating the SPCP, including, but not limited to, performing regular inspections, conducting and reporting all stormwater monitoring activities, retaining records for the required period of time, and performing **all** post-construction measures and inspections.
6. The Contractor shall ensure all post-construction measures are installed, cleaned, and functioning and the site has been stabilized for at least **three (3) months** following the cessation of construction activities in order for the project to be considered complete. A site is considered stabilized when there is no active erosion or sedimentation present and no disturbed areas remain exposed for **all phases**. Once the site has been stabilized for at least three (3) months, the Contractor shall have the site inspected by a Qualified Inspector to confirm final stabilization. If stabilized, the Contractor shall submit a Notice of Termination (DEP-PED-NOT-015) to the DEEP in order to terminate the Construction Stormwater General Permit.
7. The Contractor shall submit a final copy of the SPCP, the Notice of Termination, and all inspection records to the Architect/Engineer and DAS/CS Project Manager at completion of all post-construction measures.
8. The Contractor shall retain copies of the SPCP and all reports required by the General Permit, and records of all data used to complete the registration for the General Permit, for a period of at least five (5) years from the date that the project is complete. Inspection records must be retained as part of the SPCP for a period of five (5) years after the date of inspection.
9. For sites involving total soil disturbance of less than one (1) acre, the Contractor shall be responsible for sediment and erosion control and utilize best management practices as identified in the "2002 Connecticut Guidelines for Soil Erosion and Sediment Control" (DEEP Bulletin 34), as amended, and any sediment and erosion control plans prepared for the project.

3.2 TEMPORARY UTILITY INSTALLATION

- A. **General:** Engage the appropriate local utility company to install temporary service or connect to existing service. Where company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 1. Arrange with company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
 4. **Use Charges:** If cost or use charges for temporary facilities are specified by this section to be borne by the Owner the cost or use charges for temporary facilities will be borne not longer than **thirty (30)** days after final acceptance of the project.
- B. **Temporary Water Service and Distribution:**
 1. Connect to existing facilities, through an approved backflow prevention device; extend branch piping with outlets so that water is available by use of hoses. Owner will pay for water used. The Contractor shall not waste water or use faulty equipment. The Contractor shall provide, at his own expense, all connections, extensions and other apparatus required for use of such services. Upon completion of the Contract, the Contractor shall disconnect temporary extensions and return utility to its original condition.
- C. **Temporary Electric Power and Lighting Services:**
 1. Power may be taken from Owner's existing facilities at no cost to the Contractor .
 2. Provide service required for construction with branch wiring and distribution boxes located to provide power and lighting by construction-type extension cords. Meter shall be provided and installed by the Contractor.
- D. **Temporary Telephone Service and Data:** Provide temporary telephone service throughout the construction period for all personnel engaged in construction activities. Install telephone on a separate

line for each temporary office and first aid station. Contractor shall provide telephone service in his office and separate telephone service in the DAS/CS Office and Construction Administrator's Office, if provided. It is preferred that the Contractor use a cellular phone. Basic service and local calls will be paid for by the Contractor. Toll calls will be paid for by the respective users.

1. **Separate Telephone Lines:** Provide additional telephone lines for the following:
 - a. Where an office has more than **two (2)** occupants, install a telephone for each additional occupant or pair of occupants.
 - b. Provide dedicated telephone lines for a separate fax machine in both the Contractor's office and the DAS/CS / CA office.
 2. At each telephone, post a list of important telephone numbers.
- E. Temporary Sanitary Facilities, Including Drinking Water:** Temporary sanitary facilities include temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
1. Provide toilet tissue, wash basins with water, soap and paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material. The Contractor shall maintain the facilities in a sanitary condition.
 2. **Toilets:** The Contractor shall install self-contained chemical toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted. Provide separate facilities for male and female personnel.
 3. **Water Coolers:** Where power is accessible, provide electric hot/cold water coolers to maintain dispensed cold water temperature at 45 to 55 degrees F. Provide bottled water service and cup supplies and maintain in a clean sanitary condition.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General:** Locate field offices, storage sheds, and other temporary construction and support facilities in designated area as shown on the Contract Documents. The location of the trailers on the Drawings is diagrammatic in nature. Final placement of the trailers is to be approved by the Construction Administrator.
1. Maintain support facilities until Final Completion. Remove prior to Final Completion with permission from the Owner.
- B. Field Offices:** Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project Site. Keep all offices clean and orderly, sweep weekly and remove rubbish on a daily basis. Furnish and equip offices as follows:
1. The Contractor shall provide an office for their own use and a method to contact them by e-mail and telephone at any point and time.
 2. **Owner and Construction Administrator's Field Offices / Equipment:** The Contractor shall provide a field office for the Owner and Construction Administrator. The field office shall be **one (1) single wide trailer 12' x 60'**. The trailer shall have to be in "new condition" as determined by the Construction Administrator. **The trailer shall have a minimum of two (2) offices, each with a minimum of 150 square feet each, and a main meeting area.** The trailers shall have ample natural light, heating of sufficient capacity to maintain 70 degrees (F) in winter and air conditioning of sufficient capacity to maintain 75 degrees (F) in summer. The operational noise level of the supplied HVAC systems shall be low enough so as not to impede the conducting of meetings. The Contractor shall provide a 5-lb. ABC fire extinguisher and an OSHA- approved first aid kit. The Contractor shall provide the following furniture, and equipment which will remain his property. The furniture may be used but shall be in good condition as judged by the Owner and Construction Administrator.

2.1	The Contractor shall provide a lockable chemical toilet(s) with toilet tissue for the owners' use. The Contractor shall maintain the facility in a sanitary condition. (See Section 01 52 19 Temporary Sanitary Facilities).
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2.2	Two (2) Lockable, double-pedestal, office desks, each with an executive chair.
2.3	Two (2) Plan tables.
2.4	Two (2) Plan racks.
2.5	Ten (10) Conference chairs and a conference table (approx. 5 feet x 12 feet).
2.6	Two (2) Side tables (approx. 3 feet x 5 feet).
2.7	Two (2) Wall mounted, cork display boards (4 foot x 6 foot).
2.8	Two (2) Wall mounted, white, wipe-off board, with markers (3 foot x 4 foot).
2.9	Four (4) File cabinets (lockable four drawer letter size).
2.10	Two (2) Bookshelves each with 10 linear feet x 12 inch wide shelving.
2.11	Two (2) Large capacity waste receptacles.
2.12	One (1) Plain paper, Fax Machine with dedicated telephone line approved by Owner.
2.13	Two (2) Telephones with telephone lines and voice mail.
2.14	Two (2) Telephones lines (dedicated to computer use) with high-speed Internet connection (minimum of DSL or cable modem service).

3. Field Office Computer System

The Contractor provide 1 Field Office Computer System(s) for the Department's exclusive use for each field office specified. The Design Builder has the option to provide **either** a desktop **or** a laptop computer system in accordance with the minimum requirements listed below.

4. Computer Software:

The Contractor shall provide software for the computer system in accordance with the minimum requirements listed below.

4.1	Operating System Software:	Microsoft Windows 10
4.2	Productivity Software:	Microsoft Office Microsoft Project Adobe Acrobat XI
4.4	All software shall include the most current updates and patches at the time the computer system is provided to the Owner. The Construction Manager shall provide for installation of updates and patches for the operating system, productivity and security software during the term of use of the computer system by the Owner. Updates and patches shall be provided by an automatic update method.	
4.5	The Owner may install and maintain proprietary software on the computer in order to run the Owner's construction management programs.	

5. Miscellaneous Computer Requirements

The initial condition of the computer system shall be nearly pristine. All owner installed e-mail accounts, games, spyware, online services, applications, network or other profiles previously set up on the system shall be removed prior to placement in the field office. If the system was provided for a previous DAS/CS contract, all software not specified shall be removed prior to placement in the current field office.

- 5.1 The Contractor shall provide an uninterruptible power supply UPS with full time surge suppression for each field office computer system specified in this Section.
- 5.2 The Contractor shall provide all cables, connections and software required to connect the field office computer system to the printer and the scanner.
- 5.3 When more than one computer system is specified for a field office, the Contractor shall provide either an Ethernet or wireless office network to allow all computer systems in the field office to access the field office internet service, the printer and the scanner.
- 5.4 The Contractor shall provide appropriate dust covers for all field office desktop computer systems.

- 5.5 The Contractor shall provide all manuals necessary for operation of the computer system and software with the system and shall include all documentation normally furnished with the equipment and software when purchased.
 - 5.6 The Owner will be utilizing the computer system to run or access Owner provided construction management software applications. These applications are known to run on Intel and AMD compatible equipment when using the Windows 10 operating system. If the Owner experiences problems running these applications due to hardware or software compatibility, the Contractor shall replace the equipment to ensure compatibility to the satisfaction of the Owner within **five (5)** business days.
 - 5.7 The computer system shall be maintained in good working order. If a portion of the system becomes defective, inoperable, damaged, or stolen, that portion shall be repaired or replaced within **five (5)** business days after the Contractor is notified by the Owner. If the computer system and related accessories are not maintained by the Design-Builder as required, the Owner may withhold partial payments until the computer system is operational to the Owner's satisfaction.
6. **Field Office Internet Service:**
The Contractor shall provide broadband internet service for the field office. Broadband internet service shall be capable of a minimum average upload speed of **5.5 Mbps** unless otherwise approved by the Owner.
7. When the Contractor supplies the trailer(s) they shall equip each trailer with a water cooler for hot and cold water.

C. Temporary Lifts, Hoists and Elevator Use:

- 1. Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

D. Temporary Project Identification Signs: Prepare project identification and other signs of size indicated. Install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative-treated wood or steel. Do not permit installation of unauthorized signs.

- 1. **Project Sign:** Engage an experienced sign painter to apply graphics. Comply with details to be furnished by the Construction Administrator.
 - a. **Temporary Tripod Frame:** For groundbreaking ceremonies only, provide a temporary tripod for the sign illustrated and described below. Make the tripod of 12 ft long 2" x 4"s (Stud Grade), beveled and bolted at the top. Provide approximately 5-ft between legs at grade. Provide a 6-ft long, 2" x 4" seat for the sign; locate 5-ft above grade and nail in place. Nail sign at four (4) places where edges intersect tripod legs. Drive a 24" long, pointed 2" x 4" stake into the earth next to each leg and nail to legs.
 - b. **Project Sign:** The Contractor shall contact the Construction Administrator for the proper wording for the project sign. Fabricate sign of **3/4"** Exterior Grade A-B Fir plywood. Mount sign on preservative treated Fir posts. The Owner shall provide design, color selection and illustration of the Project Sign. Paint both sides and all edges of sign and the posts with two (2) coats of exterior, white, alkyd primer. Paint the border and letters with "bulletin" (sign) paint. Letter sizes, colors and related information are given on the illustration below. A self-adhesive decal of the State seal will be furnished at the Contract signing. Erect the sign within two (2) weeks after execution of the Contract and remove the sign within one (1) week after completion of the project.
 - c. **Project Sign Detail:** Sign letter sizes, fonts, colors and related information are shown in the illustration available for download from the DAS website (www.ct.gov/das) > Doing Business With The State > State Building Construction > Publications and Forms > DAS Construction Services Library > 3000 Series - Design Phase Forms.

E. Collection and Disposal of Waste and Cleaning:

- 1. Collect waste within the contract limit line from construction areas daily. Provide separate containers for proper waste recycling. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials

more than seven (7) days during normal weather or three (3) days when the temperature is expected to rise above 80 degrees F. Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.

2. Maintain areas under Contractor's control free of waste materials, debris and rubbish. Maintain in a clean and orderly condition.
3. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces before closing the space.
4. Periodically clean interior areas before start of surface finishing and continue cleaning on an as-needed basis.
5. Control cleaning operations so that dust and other particulates will not adhere to wet or newly coated surfaces.

F. Temporary Environmental Controls: Contractor is to provide the following controls.

1. Dust Control (construction and demolition).
2. Noise Control.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION (listed in Paragraph 1.2 D)

A. Security for Site and Agency:

1. Provide security program and facilities to protect work, existing facilities and the Owner and Agency's operations from unauthorized entry, vandalism and theft. Coordinate with the Owner's and Agency's security program.
2. The Contractor shall be solely responsible for damage, loss or liability due to theft or vandalism.

B. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.

1. Provide covered walkways as required by governing authorities for public rights-of-way and for public access to existing buildings.
2. Barriers and enclosures shall be in conformance with code requirements. Do not block egress from occupied buildings unless necessary to further the work of the Contract. In this case, secure the Owners approval of an alternate egress plan.
3. See also General Conditions Article 19, "Protection of the Work, Persons and Property".

C. Enclosure Fences: Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated on the Construction Documents, or enclose the entire site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.

1. Provide chain link construction fencing with posts set in a compacted mixture of gravel and earth. Use existing fence to the extent possible.

D. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Provide keys to the Construction Administrator.

1. **Storage:** Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

E. Protection:

1. Protect buildings, equipment, furnishings, grounds and plantings from damage. Any damage shall be repaired or otherwise made good at no expense to the Owner.
2. Provide protective coverings and barricades to prevent damage. The Contractor shall be held responsible for, and must make good at his own expense, any water or other type of damage due to improper coverings. Protect the public and building personnel from injury.

3. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
 4. Provide protective coverings for walls, projections, jambs, sills and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects and storage. Prohibit traffic and storage on waterproofed and roofed surfaces and on lawn and landscaped areas.
 5. Provide temporary partitions and ceilings to separate work areas from Agency-occupied areas to prevent penetration of dust and moisture into Agency-occupied areas and equipment. Erect framing and sheet materials with closed joints and sealed edges at intersections with existing surfaces.
 6. See also General Conditions Article 19, "Protection of the Work, Persons and Property".
- F. Environmental Protection:** Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result.
- G. Traffic Ways:**
1. The Contractor may use on-site paved roads and parking areas but shall not encumber same or their access. Public highways shall not be blocked by standing trucks, parked cars, material storage, construction operations or in any other manner.
 2. Public roads and existing paved roads, drives and parking areas on Owner's property shall be kept free from scrap or debris due to construction operations and any damage to their surface caused by the Contractor shall be repaired by him at his own expense.
 3. If the work of the Contract affects public use of any street, road, highway or thoroughfare, the Contractor shall confer with the police authority having jurisdiction to determine if and how many police are needed for public safety in addition to any barriers and signals that may be needed. The Contractor will be responsible for payment of any needed police services.
- H. Identification Badges for Contractor's Personnel, Visitors and 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.

3.5 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision:** Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance:** Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal:** Unless the Architect/CA requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the Contractor's property. The Owner reserves the right to take possession of project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances, as required by the governing authority.
3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts subject to unusual operating conditions.
 - c. Replace lamps burned out or noticeably dimmed by hours of use.

END OF SECTION 01 50 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches (150 mm) above the ground for trees up to, and including, 4-inch (100-mm) size; and 12 inches (300 mm) above the ground for trees larger than 4-inch (100-mm) size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, as indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line, with a minimum of a 5 feet clearance barrier between drip line and fence, unless otherwise indicated on Logistic Plan.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples for Verification: For each type of the following:
 - 1. Protection-Zone Fencing: Assembled Samples of manufacturer's standard size made from full-size components.
- C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
 - 1. Species and size of tree.
 - 2. Location on site plan. Include unique identifier for each.
 - 3. Reason for pruning.
 - 4. Description of pruning to be performed.
 - 5. Description of maintenance following pruning.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified tree service firm.
- B. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes reconstruction conditions that might be misconstrued as damage caused by construction activities.
 - 1. Use sufficiently detailed photographs or videotape
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

1.6 QUALITY ASSURANCE

- A. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed temporary tree and plant protection work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of the Work.
- B. Preinstallation Conference: Conduct conference at Project site with Project Manager and Arborist.
 - 1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
 - a. Construction schedule. Verify availability of materials, personnel, and equipment needed to make progress and avoid delays.
 - b. Enforcing requirements for protection zones.
 - c. University Arborist's responsibilities.
 - d. Field quality control.

1.7 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic, (exception: providing lawn mowing maintenance).
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements. Previously used materials may be used when approved by Project Manager.

1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch (50-mm) maximum opening in pattern and weighing a minimum of 0.4 lb/ft. (0.6 kg/m); remaining flexible from minus60 to plus 200 deg F (minus 16 to plus 93 deg C); inert to most chemicals and acids; minimum tensile yield strength of 2000 psi (13.8 MPa) and ultimate tensile strength of 2680 psi (18.5 MPa); secured with plastic bands or galvanized-steel or stainless-steelwire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet (2.4 m) apart.
 - a. Height: 4 feet (1.2 m).
 - b. Color: High-visibility orange, nonfading.
- B. Plywood Wood for Protection Zone Vehicle Crossing: .3/4 inch thick, exterior grade plywood veneer sheathing.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated. Tie a 1-inch (25-mm) blue-vinyl tape around each tree trunk at 54 inches (1372 mm) above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.3 TREE AND PLANT-PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people and animals from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Owner and Consultant.
 2. Post to be set in vertical plumb position with top of posts aligning with adjacent post where grades allow. Fence to be kept tight and neat.
- B. Maintain protection zones free of weeds and trash.
- C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Consultant.
- D. Maintain protection-zone fencing in good condition as acceptable to Consultant and remove when construction operations are complete and equipment has been removed from the site.

1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
2. Temporary access is permitted subject to preapproval in writing by University Arborist if a root buffer effective against soil compaction is constructed as directed by Arborist. Maintain root buffer so long as access is permitted.

E. Vehicle Crossing of Protection Zone:

1. Plywood shall be laid down over root zone to distribute weight of construction vehicle. Review with Project Manager prior to proceeding.

3.6 CROWN PRUNING

A. Prune branches that are affected by temporary and permanent construction and as approved by the Arborist. Prune branches as follows:

1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
2. Pruning Standards: Prune trees according to ANSI A300 (Part1).

B. Chip removed branches and dispose of off-site.

3.7 FIELD QUALITY CONTROL

A. Inspections: Engage the Arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.8 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Consultant and University Project Manager.

1. Submit details of proposed root cutting and tree and shrub repairs to Arborist.
2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
4. Perform repairs within 24 hours.
5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Consultant.

3.8 REPAIR AND REPLACEMENT

A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Consultant and Project Manager.

1. Submit details of proposed root cutting and tree and shrub repairs to Arborist.
2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
4. Perform repairs within 24 hours.
5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Consultant.

3.8 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Consultant and Project Manager.
1. Submit details of proposed root cutting and tree and shrub repairs to Arborist.
 2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 4. Perform repairs within 24 hours.
 5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Consultant.
- B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition that were damaged during construction operations that Consultant or Arborist determines are incapable of restoring to normal growth pattern.
1. Provide new trees of same size (match existing caliper) and species as those being replaced.
 2. Plant and maintain new trees as specified in Division 32 Specification Sections.
- C. Soil Aeration: Where directed by Consultant or University Arborist, aerate surface soil compacted during construction. Aerate 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch (50-mm) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 01 56 39

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. **Related Sections:** The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 25 00 "Substitution Procedures" specifies administrative procedures for handling requests for substitutions made after award of the Contract.
 2. Division 01 Section 01 33 00 "Submittal Procedures" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.
 3. Division 01 Section 01 42 20 "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, which is current as of the date of the Contract Documents.
 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 QUALITY ASSURANCE

- A. **Source Limitations:** To the fullest extent possible, provide products of the same kind from a single source.
- B. **Compatibility of Options:** When the Contractor is given the option of selecting between two (2) or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Store products in accordance with manufacturers' instructions and maintain within temperature and humidity range required by manufacturer.

4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
6. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation.
7. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
8. Store loose granular material on solid surfaces in a well-drained area; prevent mixing with foreign matter.
9. Arrange storage to provide access for inspection. Periodically inspect to insure products are undamaged and are maintained under required conditions. Keep log showing date, time and problems, if any.
10. Unit, masonry units and similar materials shall be stored on platforms or dry skids and shall be adequately covered and protected against damage.
11. Materials and equipment shall be delivered, stored and handled to prevent intrusion of foreign matter and damage by weather or breakage. Packaged materials shall be delivered and stored in original, unbroken packages.
12. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct and products are undamaged.
13. Packages, materials and equipment showing evidence of damage will be rejected and replaced at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. **General Product Requirements:** Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
- B. **Product Selection Procedures:** The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
 1. **Semi-proprietary Specification Requirements:** Where Specifications name two (2) or more products or manufacturers, provide one (1) of the products indicated. Comply with the requirements of Division 01 Section 01 25 00 "Substitution Procedures."
 2. **Descriptive Specification Requirements:** Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 3. **Compliance with Standards, Codes, and Regulations:** Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
 4. **Visual Selection:** Where specified product requirements include the phrase "*...as selected from manufacturer's standard colors, patterns, textures...*" or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern, and texture from the product line selected.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01 60 00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching.
- B. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 31 00 "Project Management and Coordination" for procedures for coordinating cutting and patching with other construction activities.
 - 2. Division 01 Section 01 35 16 "Alteration Project Procedures" for procedures for coordinating cutting and patching with other construction activities.
 - 3. Division 02 Section **02 41 19 "Selective Structure Demolition** for demolition of selected portions of the building for alterations.
 - 4. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 QUALITY ASSURANCE

- A. **Requirements for Structural Work:** Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
 - 1. **Operational Limitations:** Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
 - 1. **Visual Requirements:** Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1.4 WARRANTY

- A. **Existing Warranties:** Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.
- B. The Contractor shall install sleeves, inserts and hangers furnished by the trades needing same.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, notify the Construction Administrator and Architect, before proceeding with corrective action.
- B. Openings and chases may not be shown on the Drawings. .

1. After installing Work into openings, channels and/or chases, the Contractor shall close same. If finishes are to be restored, the new Work shall match the original and shall be done by the trade customarily responsible for the particular kind of Work.
- C. The Contractor shall verify dimensions for built-in Work and/or Work adjoining that of other trades before ordering any material or doing any Work. Discrepancies shall be submitted to the Construction Administrator before proceeding with the Work.
- D. See also General Conditions Article 23 "Cutting, Fitting, Patching & Digging".

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Work that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building.

3.3 PERFORMANCE

- A. **General:** Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
 2. DO perform cutting and patching to integrate elements of Work. Provide penetrations of existing surfaces. Provide samples for testing. Seal penetrations through floors, walls, ceilings and roofs, as applicable; restore or preserve fire-rated and smoke-barrier construction. Construction and finishes shall match original Work.
- B. **Cutting:** Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
- C. **Patching:** Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01 73 29

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes requirements for waste management goals, waste management plan and waste management plan implementation.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 11 00 "Summary of Work".
 2. Division 01 Section 01 20 00 "Price and Payment Procedures".
 3. Division 01 Section 01 25 00 "Substitution Procedures".
 4. Division 01 Section 01 31 19 "Project Meetings".
 5. Division 01 Section 01 33 00 "Submittal Procedures".
 6. Division 01 Section 01 45 00 "Quality Control".
 7. Division 01 Section 01 50 00 "Temporary Facilities and Controls".
 8. Division 01 Section 01 60 00 "Product Requirements".
 9. Division 01 Section 01 77 00 "Closeout Procedures".

1.3 DEFINITIONS

- A. **Construction Waste:** Solid wastes such as building materials, packaging and rubble resulting from construction, paving and infrastructure.
- B. **Demolition Waste:** Solid wastes such as concrete, wood, brick, plaster, roofing materials, wallboard, metals, carpeting, insulation, and clean fill resulting from demolition or selective demolition of structures.
- C. **Recyclable Materials:** Products and materials that can be recovered and remanufactured into a new product. Recyclable materials include, but are not limited to, the following:
1. Metals (ferrous and non-ferrous), including banding, metal studs, ductwork, and piping.
 2. Asphaltic concrete paving.
 3. Portland cement concrete.
 4. Gypsum products.
 5. Paper and cardboard.
 6. Wood products, including structural, finish, crates, and pallets.
 7. Brick and masonry.
 8. Carpet and padding.
 9. Plastics.
 10. Copper wiring.
- D. **Recycling Facility:** A business that specializes in collecting, handling, processing, distributing, or remanufacturing waste materials generated by new construction projects, into products or materials that can be used for this project or by others.
- E. **Salvage and Reuse:** Existing usable product or material that can be saved and reused in some manner on the project site. Materials for reuse must be approved by the Architect. Materials that can be salvaged and reused must comply with applicable technical specifications and include, but are not limited to, the following:
1. Dimensional lumber and other wood products.
 2. Structural steel.
 3. Soil.
 4. Masonry products.

5. Plants.

F. **Salvage for Resale:** Existing usable product that can be saved and removed intact (as is) from the project site to another site for resale to others without remanufacturing.

1.4 WASTE MANAGEMENT GOALS

- A. The Owner has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
- B. The Contractor shall use all means available to divert the greatest extent practical and economically feasible, construction waste from landfills and incinerators.
- C. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.
- D. Recycle and/or salvage a minimum of **75** percent of non-hazardous construction **and demolition** waste by weight of the total solid waste generated by the Project.
- E. With regard to these goals the Contractor shall develop, for the Architect's review, a Waste Management Plan for this Project.
- F. Take a pro-active, responsible role in management of construction waste and require all subcontractors, vendors, and suppliers to participate in the effort. Establish a construction waste management program that includes the following categories:
 - 1. Minimizing packaging waste.
 - 2. Salvage and reuse.
 - 3. Salvage for resale or donation.
 - 4. Recycling.
 - 5. Disposal.

1.5 SUBMITTALS

- A. **Draft Waste Management Plan:** Within 30 days after receipt of Notice of Award of Bid, or prior to any waste removal, whichever occurs sooner, the Contractor shall submit **three (3)** copies of a Draft Waste Management Plan to the Construction Administrator.
- B. **Final Waste Management Plan:** Once the Owner has determined which of the recycling options addressed in the Draft Waste Management Plan are acceptable, the Contractor shall submit within 10 days **three (3)** copies of a Final Waste Management Plan.
- C. **Progress Reports:** Submit **three (3)** copies of monthly progress reports, at the same time as the Application for Payment, documenting the following:
 - 1. Material category.
 - 2. Point of waste generation.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, in tons.
 - 5. Quantity of waste recycled, in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- D. **Calculations:** Submit **three (3)** copies of calculations indicating the end-of-project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Project prior to Substantial Completion.
- E. **Record Submittals:**
 - 1. **Donations:** Indicate which salvageable materials were donated, who they were donated to, and whether the recipient is tax exempt. Submit documentation indicating receipt of donations.
 - 2. **Sales:** Indicate which salvageable materials were sold, who they were sold to, and whether the recipient is tax exempt. Submit documentation indicating receipt of materials.
 - 3. **Recycling:** Indicate which materials were recycled and the name of the facility licensed to accept them. Submit documentation such as manifests, weight tickets, receipts, and invoices.

4. **Waste Disposal:** Indicate which materials were accepted as waste by landfills and incinerator facilities licensed to accept them. Submit documentation indicating receipt of materials.

1.6 QUALITY ASSURANCE

- A. **Regulatory Requirements:** Comply with regulations of State of Connecticut Department of Environment Protection, Waste Management Bureau Recycling Program.
- B. **Waste Management Conference:** Review and discuss the waste management plan, requirements for documenting quantities of each type of waste and its disposition, procedures for materials separation, procedures for periodic collection and transportation to recycling and disposal facilities. Review waste management requirements for each trade. Verify availability of containers and bins needed to avoid delays.

1.7 WASTE MANAGEMENT PLAN

- A. **Draft Waste Management Plan:** Include the following in the Draft Plan:
 1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
 2. **Landfill Options:** The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
 3. **Alternatives to Landfilling:** A list of each material proposed to be salvaged, reused, or recycled during the course of the Project, the proposed local market for each material, and the estimated net cost savings or additional costs resulting from separating and recycling (versus landfilling) each material. "Net" means that the following have been subtracted from the cost of separating and recycling:
 - a. Revenue from the sale of recycled or salvaged materials and
 - b. Landfill tipping fees saved due to diversion of materials from the landfill. The list of these materials is to include, at a minimum, the following materials:
 - i) Cardboard.
 - ii) Clean dimensional wood.
 - iii) Beverage containers.
 - iv) Land clearing debris.
 - v) Concrete.
 - vi) Bricks.
 - vii) Concrete Masonry Units (CMU).
 - viii) Asphalt.
 - ix) Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- B. **Resources for Development of Waste Management Plan:** The following sources may be useful in developing the Draft Waste Management Plan:
 1. **Recycling Haulers and Markets:** Local haulers and markets for recyclable materials. For more information, contact the State of Connecticut Department of Environmental Protection, Waste Management Bureau Recycling Program, (860) 424-3365, www.dep.state.ct.us/wst/recycle/ctrecycle.htm.
- C. **Final Waste Management Plan:** The Final Waste Management Plan shall contain the following:
 1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
 2. **Landfill Options:** The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
 3. **Alternatives to Landfilling:** A list of the waste materials from the Project that will be separated for reuse, salvage, or recycling.
 4. **Meetings:** A description of the regular meetings to be held to address waste management. Refer to Section 01 31 19 "Project Meetings".
 5. **Materials Handling Procedures:** A description of the means by which any waste materials identified in item (3) above will be protected from contamination, and a description of the means to be employed in recycling the above materials consistent with requirements for acceptance by designated facilities.

- 6. Transportation:** A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

1.8 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager:** The Contractor shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
- B. Distribution:** The Contractor shall distribute copies of the Waste Management Plan to the Job Site Foreman, each Subcontractor, the Owner, and the Architect.
- C. Instruction:** The Contractor shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
- D. Separation Facilities:** The Contractor shall lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.
- E. Hazardous Wastes:** Hazardous wastes shall be separated, stored, and disposed of according to local regulations.
- F. Application for Progress Payments:** The Contractor shall submit with each Application for Progress Payment a Summary of Waste Generated by the Project. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payment. The Summary shall be submitted on a form acceptable to the Owner and shall contain the following information:
 - 1. The amount (in tons or cubic yards) of material landfilled from the Project, the identity of the landfill, the total amount of tipping fees paid at the landfill, and the total disposal cost. Include manifests, weight tickets, receipt, and invoices.
 - 2. For each material recycled, reused, or salvaged from the Project: the amount (in tons or cubic yards), the date removed from the jobsite, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling of each material shall be indicated. Attach manifests, weight tickets, receipts, and invoices.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

3.1 PLAN IMPLEMENTATION

- A.** Implement the waste management plan as approved by **Construction Administrator**.
- B.** Provide training of workers, contractors, subcontractors, and suppliers on proper waste management procedures.
 - 1. Distribute waste management plan to all parties involved in the Project within **three (3)** days of submittal return.
 - 2. Distribute plan to parties when they first begin working on the Project site. Review plan procedures and locations established for salvage, recycling, and disposal.

3.2 SEPARATION OF RECYCLABLE WASTE MATERIALS

- A.** Provide the necessary containers and bins, to facilitate the waste management program, that are clearly and appropriately marked. Prevent contamination of recyclable materials from incompatible products and materials. Separate construction waste at the project site by one of the following methods:
 - 1. **Source Separated Method:** Waste products and materials, that are recyclable, are separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Trash is transported to a landfill or incinerator.

2. **Co-Mingled Method:** All construction waste is placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed and the remaining trash is transported to a landfill or incinerator.
3. Other methods proposed by the Contractor and approved by the **Owner**.

END OF SECTION 01 74 19

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
1. Inspection procedures.
 2. Project record document submittal.
 3. Submittal of warranties.
 4. Final cleaning.
- B. **Related Sections:** The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 11 00 "Summary of Work".
 2. Division 01 Section 01 29 76 "Progress Payment Procedures".
- C. Closeout requirements for specific construction activities may be included in the appropriate Sections in Divisions 02 through 49.

1.3 SUBSTANTIAL COMPLETION

- A. **General:** Basic contract definitions are included in Article 1 of the General Conditions of the Contract for Construction.
- B. **Preliminary Procedures:** Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.
1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 2. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 3. Obtain and submit releases enabling the Owner unrestricted use of the Work. Include occupancy permits, certificates of compliance, operating certificates, and similar releases.
 4. Submit record drawings, and similar final record information.
 5. Deliver tools, spare parts, extra stock, and similar items.
 6. Complete final cleanup requirements.
 7. Certify that required training of personnel is complete.
- C. **Inspection Procedures:** The Contractor shall be ready and prepared when they request a Substantial Completion inspection. If the inspection reveals that the work is not complete, that there are extensive punchlist items that will take more than **ninety (90)** days to complete and as the items listed in Article 1.3 above are not complete, the Construction Administrator, Architect, and Owner will determine the inspection has failed.
- D. The Contractor is responsible for all costs to re-inspect due to a failed inspection. The Owner will issue a deduct change order to cover all costs for re-inspection.
1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
 2. Results of the completed inspection will form the basis of requirements for final acceptance.

1.4 ACCEPTANCE

- A. Preliminary Procedures:** Before requesting final inspection for "Certificate of Acceptance" and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
 4. Submit consent of surety to Final Payment.
 5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 6. Touch up and otherwise repair and restore marred, exposed finishes, including touchup painting.
- B. Re-inspection Procedure:** The Inspection Group will re-inspect the Work upon receipt of notice from the Construction Administrator that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner.
1. Upon completion of re-inspection, the Construction Administrator will prepare a Certificate of Acceptance. If the Work is incomplete, the Construction Administrator will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

1.5 AS-BUILT DOCUMENT SUBMITTALS

- A. General:** The Contractor shall not use As-built Drawings for construction purposes. Protect contractor As-built Drawings from deterioration and loss in a secure, fire-resistant location. Provide access to As-built Drawings for the Architect's reference during normal working hours. Keep documents current; do not permanently conceal any work until required information has been recorded. **IMPORTANT NOTE: Failure to keep As-built Documents current is sufficient cause to withhold progress payments.**
- B. As-built Drawings:** The Contractor shall maintain **one (1)** clean, complete undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Update As-built Drawings on a monthly basis coincident with the submittal of the Application for Payment.
1. Mark record sets with erasable pencil to distinguish between variations in separate categories of the Work.
 2. Mark all new information that is not shown on Contract Drawings.
 3. Note related change-order numbers where applicable.
 4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
 5. Upon completion of the work, the Contractor shall submit Record Drawings to the Construction Administrator for the Owner's Records who will pass them on to the Architect or Engineer for transferring the changes to the Record Drawing Mylar Tracings.
 6. Submit electronic format data of all Coordination Drawings as required by the Owner, at no additional cost.
 7. Refer to Section 01 45 00 "Quality Control" Article 1.3 for required as-built drawings and specifications for fire alarm systems.
- C. Record Specifications:** The Contractor shall maintain one (1) complete copy of the Project Manual, including Addenda. Include with the Project Manual one (1) copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 2. Give particular attention to equals and substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.

3. Note related record drawing information and Product Data.
 4. Upon completion of the Work, submit Record Specifications to the Construction Administrator for the Owner's records.
- D. Record Product Data:** The Contractor shall maintain one (1) copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
 3. Upon completion of markup, submit complete set of Record Product Data to the Construction Administrator for the Owner's records.
- E. Record Sample Submitted:** Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals:** Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Construction Administrator for the Owner's records.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions:** Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
1. Record documents.
 2. Spare parts and materials.
 3. Tools.
 4. Cleaning.
 5. Warranties and bonds.
 6. Maintenance agreements and similar continuing commitments.

3.2 FINAL CLEANING

- A. General:** The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 01 Section 01 50 00 "Temporary Facilities and Controls."
- B. Cleaning:** Employ professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and Certification of Occupancy.
 2. Exterior:
 - a. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth, even-textured surface.

- b. Clean exposed exterior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances.
 - c. Remove waste and surplus materials, rubbish and construction equipment and facilities from the site, and deposit it legally elsewhere.
 - d. Remove temporary film from windows, clean glass and frames.
- C. Removal of Protection:** Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
- 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Construction Administrator.
 - 2. Leave building clean and ready for occupancy. If the Contractor fails to clean up, the Owner may do so, with the cost charged to the Contractor. The Owner will issue a credit change order to cover the costs.

END OF SECTION 01 77 00

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.
- B. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 33 00 "Submittal Procedures" specifies procedures for submitting warranties.
 - 2. Division 01 Section 01 77 00 "Closeout Procedures" specifies contract closeout procedures.
 - 3. Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- C. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 WARRANTY REQUIREMENTS

- A. **Related Damages and Losses:** When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- B. **Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. **Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. **Owner's Recourse:** Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. **Rejection of Warranties:** The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- F. The Contractor shall guarantee all materials and workmanship for a period of **eighteen (18)** months from the date of Substantial Completion of the Work. In addition, the Contractor shall furnish the warranties listed below. Submit four (4) copies of each to the Construction Administrator in the supplier's standard form or in the form given below if there is no standard form available.

- G. **Specification/Warranty Table:** The General Contractor shall provide for all warranties as shown in the Specification/Warranty table:

Specification / Warranty Table			
Item No.	Section No.	Specification	Product/Warranty
12.	07	<u>07 92 00</u>	Exterior - Interior Caulking and Sealants: 5 year, material and workmanship.
13.	07	<u>07 62 00</u>	Metal Flashing and Sheet Metal: 3 year, material and workmanship.
39	32	<u>32 41 00</u>	Plant Material, Turf and Grasses: 24 months, material and installation, and growth.

- H. Submit certification that finish materials are fire rated as specified.
- I. Form of Warranty: Warranties shall be submitted in following format:

Warranty

*Commissioner: Josh Geballe
Department of Administrative Services
DAS Commissioner's Office
450 Columbus Boulevard, Suite 1501
Hartford, CT 06103*

*Project Number: CF-RS-358
Project Title: SCSU Residence Hall Shelf Angle Repairs*

I (We) hereby warranty

the _____ work on the referenced project for a period of _____ years
from _____, 20 _____ against failures of workmanship and materials in accordance
with the requirements of Section _____, Page _____, Paragraph _____, of the Specifications.

Installer | Subcontractor | Vendor/Suppliers | Manufacturer

**Installer or Subcontractor or
Vendor/Suppliers or Manufacturer Name:** _____

**Installer or Subcontractor or
Vendor/Suppliers or Manufacturer Signature:** _____

General Contractor's Name _____

General Contractor's Signature: _____

or

**General Contractor's
Authorized Agent Signature:** _____

- J. Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Administrative Services on companies' standard form.
- K. Warranties, Guarantees, or bonds supplied by the General Contractor's Subcontractors or Vendors/Suppliers or Manufacturers shall reference the project name, number, and location and be certified by the General Contractor to be for the product and installation on the project and must be countersigned by the General Contractor.

- L. Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Administrative Services, on company's standard form.
- M. Guarantees, warranties or bonds supplied by Subcontractors, Suppliers or Manufacturers shall reference the project name, number, and location and be certified by the Contractor to be for the product and installation on the project and must be countersigned by the Contractor.

1.4 SUBMITTALS

- A. Submit written warranties prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect.
- B. Forms for special warranties are included in this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Construction Administrator, for approval prior to final execution.
 - 1. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. **Form of Submittal:** At Final Completion compile **two (2)** copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch** paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 - 3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not applicable)

END OF SECTION 01 78 30

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes: Demolition and removal of selected portions of building or structure.
- B. Related Requirements:
 - 1. Section 01 11 00 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
 - 2. Section 01 56 39 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
 - 3. Section 01 35 16 "Alteration Project Procedures" for general protection and work procedures for alteration projects.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

- B. Schedule of Selective Demolition Activities: Indicate the following:
1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Coordination of Owner's continuing occupancy of buildings and of Owner's partial occupancy of completed Work.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.

1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. Hazardous materials will be removed by Owner before start of the Work.
 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities in service and protect them against damage during selective demolition operations.

1.8 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.2 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 4. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition **[and cleaned]** and reinstalled in their original locations after selective demolition operations are complete.

3.3 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least **3/4 inch** at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.

3.4 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 042000 – UNIT MASONRY

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals:
 - 1. Samples for face brick matching the existing brick, and colored mortar matching the existing.
 - 2. Material Certificates: For each type of product indicated. Include statements of material properties indicating compliance with requirements.
 - 3. Samples and product data for the fluid-applied membrane waterproofing.
- B. Comply with ACI 530.1/ASCE 6/TMS 602.
- C. Sample Panel: Construct a sample wall panel approximately 48 inches long by 48 inches mounted high to demonstrate aesthetic effects and set quality standards for materials and execution, including the brick color match and the mortar color match.

1.2 HOT AND COLD WEATHER

- A. Comply with the Brick Industry Association (BIA) Technical Note 1 for Hot and Cold Weather Construction, June 2018 Edition.

PART 2 - PRODUCTS

2.1 MASONRY UNITS

- A. Face Brick: ASTM C 216, Grade SW, Type FBS matching the existing face brick, by the same manufacturer as the existing face brick.

2.2 MORTAR AND GROUT

- A. Mortar: ASTM C 270, proportion specification, Type N, with added pigments as needed to match the existing mortar. Do not use calcium chloride in mortar.

2.3 REINFORCEMENT, TIES, AND ANCHORS

- A. Veneer Anchors: Hot-dip galvanized steel, adjustable masonry veneer anchors that allow vertical or horizontal adjustment but resist tension and compression forces perpendicular to plane of wall, for attachment over sheathing to studs, and acceptable to authorities having jurisdiction. Each anchor shall be sized as needed to suit existing conditions and dimensions. Use anchors that are the appropriate length to span the brick cavity and meet existing conditions. Do not bend or alter anchors to fit dimensions they were not intended for.
- B. Approved manufacturers:
 - 1. Hohmann and Barnard "2-Seal Concrete Seal Tie" with "Byna-Lok" tie and seismic wire
 - 2. Heckmann #213 Wire Veneer Anchor System, with #360 Seismic Hook Tab and seismic wire
 - 3. Masonpro RJ711 with Seismic Wire

2.4 EMBEDDED FLASHING MATERIALS

- A. Sheet Metal Flashing: Lead-coated copper brake formed and soldered, per Section 076200.
- B. Laminated Flashing and flexible vinyl or plastic flashing: not permitted.

2.5 MISCELLANEOUS MASONRY ACCESSORIES

- A. Compressible Filler: Premolded strips complying with ASTM D 1056, Grade 2A1.

- B. Cavity waterproofing membrane: Self-adhered rubberized asphalt or butyl rubber sheet with a polyethylene face sheet, minimum 0.040 thick, installed in accordance with the manufacturer's full recommended and published installation manual, including primers when necessary to achieve full adhesion, and liquid membrane at inside corners, transitions, and lap joints. Acceptable products include:
 - 1. Permabarrier by Grace Construction Products, or Permabarrier LT for low-temperature application
 - 2. Carlisle CCW-705 (or 705LT for low temperature application)
 - 3. WR Meadows "Air Shield" self-adhered membrane.
- C. Termination bar: Mechanically attach top edge of membrane to its substrate to prevent de-bonding. Use pre-manufactured plastic (not aluminum), and as recommended by the membrane manufacturer.
- D. Weep Holes: Leave full head joint open; no accessory is required.

PART 3 -- EXECUTION

3.01 TEMPORARY PROTECTION

- A. Provide temporary protective covers over all windows to guard them from mortar droppings, glass breakage, and other damage. Replace all broken glass at no additional cost to the Owner.
- B. Where existing through-wall vents, louvers, air conditioners and other penetrations exist, protect those items from damage, mortar droppings and other harm throughout construction. Coordinate with the Owner to keep them in service as needed during occupancy.
- C. Provide polyethylene protective sheeting extending at least one story below the entire work area, to protect the masonry from mortar droppings and water spillage.
- D. Temporary protection shall not be limited to the methods described here. Provide whatever additional temporary protection is needed to guard against harm to persons or property.

3.02 SELECTIVE DEMOLITION AND TEMPORARY SUPPORT

- A. Remove existing brick in the areas indicated. Save existing brick where possible, for blending with new brick. Whenever practical, removals made adjacent to brick to remain shall be racked back, not toothed.
- B. Thoroughly clean out all loose brick or mortar particles, sand, dust, and all other deleterious substances. All mortar shall be removed from the ends, tops, and bottoms of brick intended to remain.
- C. Do not damage existing flashing or other materials intended to remain. Preserve the existing flashing that hangs down into the work area. Do not set the saw so deep that it cuts beyond the thickness of the existing brick veneer.
- D. The contractor shall design and implement temporary supports for all masonry and other elements during the work, and shall coordinate with other trades as needed to carry out the work properly. Sequence the temporary support "leg and leg" or use other techniques to ensure that no harm or cracking occurs.
 - a. Submit shoring procedures to the architect in advance
 - b. If cracks occur in mortar joints of brick intended to remain, cut out the damaged joint area and repoint it after removal of shoring.
 - c. Point all holes left in mortar by withdrawal of fastenings.
 - d. Remove temporary supports when no longer needed.

3.03 LIP BRICKS

- A. Produce lip bricks by saw cutting according to the dimensions shown. If variations in existing work makes it necessary to adjust the dimensions and placement of the shelf angle, adjust the dimensions of the lip bricks accordingly to match and maintain the coursing of the adjacent work.

3.04 MORTAR

- B. Mix mortar by machine. Empty mortar container and clean out moist or loose dry mortar before charging.
- C. Empty pre-blended mortar mix bags into machine and add water to bring to required plasticity and consistency for use. Mix 4 - 6 minutes rather than 3-5 minutes to ensure proper wetting of the oven-dry sand.
- D. Discard all mortar older than 2½ hours. Do not re-temper colored mortar.

3.05 SETTING BRICK MASONRY

- A. For brick with an initial rate of absorption (per ASTM C67) in excess of 30 mg/ 30 sq. In./in.: Drench brick with water 24 hours prior to use so that they are saturated, surface dry. In hot, dry weather drench brick 3 hours prior to use.
- B. Lay all masonry true to line and dimensions, plumb and square, following existing coursing as closely as practicable.
- C. Provide weep holes every third head joint, in contact with the flashing, not elevated above the flashing, so that water drains without obstruction from the flashing level.
- D. Hot weather: Spread mortar not more than 4 feet ahead of masonry units. Lay masonry unit within 1 minute of spreading mortar. Protect mortar in tubs from the effects of wind and temperature. Do not allow mortar temperature to exceed 120 degrees f.
- E. For courses of new brick: do not furrow bed joints. Butter ends of brick with sufficient mortar to fill the head joints.
- F. Shove mortar beds and heads to level units in true alignment with the course plane and to eliminate any front-to-rear bevel.
 - a. Equalize horizontal and vertical joints.
 - b. Place brick in correct alignment; do not move brick after mortar has begun to set.
 - c. For course of new brick adjacent to existing brick above: at the top course of new work, do not apply mortar to the brick unit to be set. Mortar the underside of the existing course above, and the top and ends of brick already in place.
 - d. Add, by pointing, additional mortar as required to develop fully packed bed, head, and vertical joints.
- G. Tool joints when mortar is "thumb-print-hard", or, alternatively, when sufficient water has left the mortar to allow tooling without bringing excessive past to the surface. Tool the joints to a profile that matches joints in adjacent existing work intended to remain.
- H. Visually inspect the work and correct items not conforming to the contract documents, including cutting out and pointing all defective mortar joints. Ensure that weep holes or weep tubes are not plugged.

3.06 SETTING SHELF ANGLES

- A. Use a detector to locate rebar in the existing concrete beam. Mark the rebar locations, and lay out the locations for expansion bolts, so they will not hit rebar. Vary the placement of bolts as needed to avoid rebar. Bolts may be as far apart as 4 feet, even though slotted holes are provided at 2' oc.
- B. Drill holes for expansion bolts in the correct locations. Install the shelf angle with the nuts loose. Insert shims behind the shelf angle to position the lip in the correct place, within the tolerances shown on the drawings. Provide additional shims and longer bolts in places where the concrete varies too far from the plane of the brick.
- C. Tighten the bolts snug against the shims, ensuring that the full area of the shim makes firm contact with the concrete and the angle.

3.07 SETTING METAL FLASHING

- A. After adjusting shelf angles to the required positions, set and clamp the copper drip edge in place, adjusting the position to align with the lip bricks. Wherever the work is being done leg-and-leg, leave enough overlap between sections of copper to allow a fully soldered joint.
- B. Fully solder all joints in the copper. Mechanically attach the upturned edge to the vertical leg of the angle, at least every 4 feet.
- C. Where the shelf angle terminates into a reveal at concrete columns and at building corners, return the drip edge 4 inches so that it covers the exposed edge of the shelf angle.

3.08 SELF-ADHERED MEMBRANE

- A. Remove all dirt and foreign matter from the masonry surface to be flashed.
- B. Apply surface conditioner to porous, rough or irregular surfaces.
- C. Pre-cut wall flashing membrane to facilitate installation of the membrane to the existing back up.
- D. Remove release paper and install member in required locations.
- E. Overlap seams 4 inches minimum. Adhere both sheets together using a steel roller to ensure positive bond between sheets.
- F. Roll membrane onto surface with a steel roller, using firm, even, positive pressure.
- G. Apply a bead or trowel coat of the liquid membrane along all laps, top edges, seams, cuts, and penetrations.

3.09 CLEAN UP

- A. At the end of each day, clean up of fallen debris, mortar droppings, sand, dirt, and rubbish from the work area
- B. Remove mortar droppings on porous surfaces such as brick with a wood scraper after initial set has occurred. Remove mortar droppings from smooth surfaces with a wet rag or burlap immediately before any set has occurred. Perform removals of mortar droppings continuously as the work progresses.
- C. Thoroughly inspect all brick surfaces to be left exposed in the finished work and spot clean soiled areas. Clean soiled areas with plain water and fiber brushes.

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Structural steel shelf angles and all related hardware, attachments fabrication and grout or shims.

1.2 DEFINITIONS

- A. Structural Steel: As indicated on Drawings and as described in AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at project site.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Field measured drawings showing the length, bolt locations, and joints for all shelf angles and lintels.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installer and fabricator
- B. Welding certificates.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: A qualified fabricator that participates in the AISC Quality Certification Program and is designated an AISC-Certified Plant, Category STD, or is accredited by the IAS Fabricator Inspection Program for Structural Steel (AC 172).
- B. Installer Qualifications: A qualified installer who participates in the AISC Quality Certification Program and is designated an AISC-Certified Erector, Category CSE.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- D. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 360.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. Channels, Angles: ASTM A 36, 36 KSI
- B. Plate and Bar: ASTM A 36, 36 KSI
- C. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. **Expansion anchors for shelf angles:** Stainless steel Type 304 anchor body, nut, and washer conforming to ASTM A 153 each bolt sized as needed to achieve the required embedment in concrete, including consideration of thickness of shelf angle, washers, shims, and other dimensional variations. Acceptable manufacturers include:
1. Hilti Kwik-Bolt 3, Stainless
 2. Red Head "Dyabolt" 3/4" diameter, Stainless
 3. DeWalt Wedge anchor, 3/4" diameter, Stainless
- B. **Bolts, Nuts, and Washers:** Type 304 Stainless, as supplied by bolt manufacturer compatible with the bolts provided to achieve the rated performance.

2.3 GROUT

- A. **Metallic, Shrinkage-Resistant Grout:** ASTM C 1107/C 1107M, factory-packaged, metallic aggregate grout, mixed with water to consistency suitable for application and a 30-minute working time.
- B. **Nonmetallic, Shrinkage-Resistant Grout:** ASTM C 1107/C 1107M, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.4 FABRICATION

- A. **Structural Steel:** Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC 303, "Code of Standard Practice for Steel Buildings and Bridges," and to AISC 360.

2.5 CONNECTIONS

- A. **Weld Connections:** Comply with AWS D1.1/D1.1M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.

2.6 SHOP PRIMING

- A. All structural steel shall be hot-dip galvanized after fabrication. Provide zinc-rich paint for all areas damaged or cut in field.

2.7 SOURCE QUALITY CONTROL

- A. **Testing Agency:** Owner shall have the option, but not the obligation, to engage a qualified testing agency to perform shop tests and inspections. The Owner's failure to engage a testing agency shall not relieve the Contractor of the obligation to perform the work correctly.
1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. **Bolted Connections:** Inspect and test shop-bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. **Welded Connections:** Visually inspect shop-welded connections according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
1. Liquid Penetrant Inspection: ASTM E 165.
 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.
 3. Ultrasonic Inspection: ASTM E 164.
 4. Radiographic Inspection: ASTM E 94.
- D. Prepare test and inspection reports

2.8 GALVANIZING

- A. Galvanizing is required for all ferrous metals exposed to the weather, moisture or corrosive environments and intended for exterior use including shelf angles, lintels and all items noted on the plans or in the specifications to be galvanized.
- B. All hot dip galvanized steel shall be stamped to indicate ASTM designation and ounces per square foot of zinc coating. Galvanizing shall comply with the latest editions of the following reference standards:
 - 1. ASTM A123 Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
 - 2. ASTM A143 Standard Practice for Safeguarding Against Embrittlement of Hot Dip Galvanized Structural Steel Products
 - 3. ASTM A153 Standard Specification for Zinc (Hot Dip Galvanizing) on Iron and Steel Hardware
 - 4. ASTM A384 Standard Practice for Safeguarding Against Warpage and Distortion During Hot-Dip Galvanizing of Steel Assemblies
 - 5. ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
- C. All hot dip galvanizing of steel shall be done after fabrication.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with certified steel erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Maintain erection tolerances of structural steel within AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

3.3 FIELD QUALITY CONTROL

- A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:
 - 1. Verify structural-steel materials and inspect steel frame joint details.
 - 2. Verify weld materials and inspect welds.
 - 3. Verify connection materials and inspect bolted connections.
- B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.
- C. Bolted Connections: Inspect and test bolted connections according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: Visually inspect field welds according to AWS D1.1/D1.1M.
 - 1. In addition to visual inspection, test and inspect field welds according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Liquid Penetrant Inspection: ASTM E 165.
 - b. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration are not accepted.

- c. Ultrasonic Inspection: ASTM E 164.
- d. Radiographic Inspection: ASTM E 94.

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PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Supply, fabrication, and installation, through wall flashings at lintels and shelf angles, and other sheet metal items indicated on the Drawings.
- B. Related Sections:
 - 1. Section 04 0120.63 – Masonry Restoration

1.2 REFERENCES

- A. Reference Standards: Latest edition as of Specification date.
 - 1. ASTM International:
 - a. B32: Standard Specification for Solder Metal.
 - b. B101: Specification for Lead-Coated Copper Sheet and Strip for Building Construction.
 - c. B601: Classification for Temper Designations for Copper and Copper Alloys-Wrought and Cast.
 - d. B749: Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.
 - e. C920: Standard Specification for Elastomeric Joint Sealants.
 - 2. Sheet Metal and Air Conditioning Contractors' National Association(SMACNA).
 - a. Architectural Sheet Metal Manual.

1.3 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate Work to ensure that adjacent areas are not adversely affected. Coordinate:
 - 1. With Owner's Representative.
 - 2. With other trades:
 - a. To ensure that work done by other trades is complete and ready for sheet metal Work.
 - b. To avoid or minimize work on, or in immediate vicinity of, sheet-metal Work in progress.
 - c. To ensure that subsequent work will not adversely affect completed sheet-metal Work.
 - 3. With interfacing and adjoining construction to provide leakproof, secure, and non-corrosive installation. Coordinate:
 - a. Installation of flashing with shelf angles and masonry restoration work.
- B. Pre-installation Meeting:
 - 1. Conduct meeting at Site.
 - 2. Review requirements for sheet-metal Work, including:
 - a. Construction schedule.
 - b. Availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 - c. Site use, access, staging, and set-up location limitations.
 - d. Approved mockup procedures.
 - e. Forecast weather conditions.

- f. Surface preparation and substrate condition and pretreatment.
 - g. Installation procedures.
 - h. Special details.
 - i. Testing and inspection requirements.
 - j. Site protection measures.
 - k. Governing regulations.
3. Attendance by contractor's Site superintendent, waterproofing manufacturer's technical representative, waterproofing Installer, sheet-metal fabricator, sheet-metal Installer, is required.

1.4 SUBMITTALS

- A. Product Data: For each product specified.
- B. Samples: For each type of sheet-metal flashing and trim. Construct typical lap splice or seam for mechanically-jointed systems, and solder lap or seam for field-soldered systems.
- C. Provide sample of fasteners used for attaching to limestone.
- D. Submit the following Shop Drawings:
 1. Through wall step flashing details.
 2. Flashing assemblies associated with the slate roofs
 3. Gutters and downspouts for the slate roof and membrane roof at tower.
- E. Installer Qualifications: Evidence that Installer's *existing company* has minimum 5 years of continuous experience in similar sheet-metal Work; list of at least 5 representative, successfully-completed projects of similar scope and size, including:
 1. Project name.
 2. Owner's name.
 3. Owner's Representative name, address, and telephone number.
 4. Description of work.
 5. Sheet-metal members installed.
 6. Project supervisor.
 7. Total cost of sheet-metal work and total cost of project.
 8. Completion date.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Experienced firm that has successfully completed sheet-metal work similar in material, design, and extent to that indicated for Project. Must have successful installations of specified materials in local area in use for minimum of 5 years.
 1. Employ foreman with minimum 5 years of experience as foreman on similar projects, who is fluent in English, to be on site at all times during Work. Do not change foremen during course of Project except for reasons beyond control of Installer; inform Architect/Engineer in advance of any changes.
- B. Mockups: Build mockups to demonstrate aesthetic effects and set quality standards for fabrication and installation. Build mock-ups of typical:
 1. Through-wall flashing at shelf angle, at least 60" long and reflecting at least one flashing joint made as part of the leg-and-leg or other support system used to support the masonry above.
 2. Through-wall flashing at loose lintel (at roof level), one full lintel with both end dams.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Sheet-Metal Members: Deliver, store, and handle materials in such manner as to prevent

damage to materials and structure.

- B. Sealants, Coatings, and Miscellaneous Materials:
 - 1. Deliver materials to Site in original containers and packaging with seals unbroken, labeled with manufacturer's name, product brand name and type, date of manufacture, lot number, and directions for storing.
 - 2. Keep materials dry and do not allow materials to be exposed to moisture during transportation, storage, handling, and installation. Reject and remove from Site new materials which exhibit evidence of moisture during application, or have been exposed to moisture.
 - 3. Store materials in original, undamaged containers in clean, dry, protected location on raised platforms with weather-protective coverings, within temperature range required by manufacturer. Protect stored materials from direct sunlight. Manufacturer's standard packaging and covering is not considered adequate weather protection.
 - 4. Handle materials to avoid damage.
 - 5. Conspicuously mark damaged or opened containers or containers with contaminated materials, and remove from Site as soon as possible.
 - 6. Remove and replace materials that cannot be applied within stated shelflife.
- C. Limit stored materials on structures to safe loading capacity of structure at time materials are stored, and to avoid permanent deck deflection.

1.7 PROJECT CONDITIONS

- A. Verify existing dimensions and details prior to start of sheet-metal Work. Notify Architect/Engineer of conditions found to be different than those indicated in Contract Documents. Architect/Engineer will review situation and inform Contractor and Installer of changes.
- B. Comply with Owner's limitations and restrictions for Site use and accessibility.
- C. Environmental Limitations: Install sheet-metal members when existing and forecast weather conditions permit sealants, coatings, and miscellaneous materials to be installed according to sealant, coating, or miscellaneous material manufacturer's written instructions and warranty requirements.
- D. Handle and install materials in strict accordance with safety requirements required by sheet-metal manufacturer, Material Safety Data Sheets, and local, state, and federal rules and regulations. Maintain Material Safety Data Sheets with materials in storage area and available for ready reference on Site.

1.8 CHANGES IN WORK

- A. During rehabilitation work, existing conditions may be encountered which are not known or are at variance with Contract Documents. Such conditions may interfere with Work and may consist of damage or deterioration of substrate or surrounding materials that could jeopardize integrity or performance of Work.
 - 1. Notify Architect/Engineer of conditions that may interfere with proper execution of Work or jeopardize performance of Work prior to proceeding with Work.

1.9 WARRANTY

- A. Contractor's Warranty:
 - 1. Written warranty, signed by Contractor, including:
 - a. Replace sheet-metal work that does not comply with requirements; that has corroded surface, coating that fails cohesively or adhesively, or other surface defects or imperfections; or that deteriorates in manner not clearly specified by material supplier's data as inherent quality of material for application indicated.
 - b. Remove and replace sealant that has failed cohesively or adhesively; or that deteriorates in manner not clearly specified by sealant manufacturer's data as

- inherent quality of material for application indicated.
- c. Repair or replacement, to satisfaction of Owner, of other work or items which may have been displaced or damaged as consequence of defective work.
 - d. Warranty does not include deterioration or damage from changes in sheet-metal environment from that reasonably anticipated at Substantial Completion, or physical damage from adjacent activities.
2. Warranty Period: 2 years after Substantial Completion date.

PART 2 - PRODUCTS

2.1 SHEET METAL

A. For all sheet metal:

1. Lead Coated Copper Sheet: ASTM B101; ASTM B601, Temper H00 or H01, cold-rolled; 16 oz. for through-wall flashings.

2.3 AUXILLARY MATERIALS

A. Miscellaneous Materials:

1. General: Provide materials and types of fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items required for installation.
2. All fasteners shall be made of non-corroding metals such as stainless steel, copper, or brass. Coated ferrous metal fasteners are not permitted.
3. Fasteners: Self-tapping screws, self-locking rivets and bolts, nail-in fasteners, and other suitable fasteners designed to withstand design loads. Use wood screws if wood is encountered. Size fasteners to provide penetration into substrate of at least 1-1/4 inches for nails, 1 inch for nail-in fasteners and 3/4 inches for wood screws.
 - a. Do not use Tapcon or Zamac-style drive-pin fasteners except where covered by self-adhered membrane. In exposed cavity conditions, use only stainless steel drive-pin fasteners with a nylon expansion shield, such as the Hilti HPS-1.
 - b. Use stainless-steel fasteners, except that copper or hardware bronze fasteners may be used with copper sheet metal.
 - c. Exposed Fasteners: Fasteners exposed to the outdoors are not permitted.
 - d. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws made of stainless steel, copper, or brass, with hex washer head.
 - e. Blind Fasteners: Rivets made of same material as that being fastened.
4. Solder: ASTM B32.

2.4 FABRICATION

- A. Custom fabricate to comply with recommendations in SMACNA's Architectural Sheet Metal Manual, that apply to design, dimensions, metal, and other characteristics of item indicated. Conform to dimensions and profiles shown in SMACNA's Architectural Sheet Metal Manual, unless requirements that are more stringent are indicated.
1. Obtain field measurements for accurate fit before fabrication.
 2. Shop fabricate items where practicable.
- B. Fabricate without excessive oil canning, buckling, or tool marks, and true to line and levels indicated, with exposed edges folded back to form hems.
1. Seams: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- C. Sealed Joints: Not permitted. All joints shall be soldered.
- D. Expansion Provisions: Not required; solder all joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions with Installer for compliance with requirements and other conditions affecting performance of sheet-metal flashings and trim.
 - 1. Ensure that work done by other trades is complete and ready for sheet-metal Work.
 - 2. Verify that areas and conditions under which sheet-metal Work is to be performed permit proper and timely completion of Work.
 - 3. Notify Architect in writing of conditions which may adversely affect installation or performance of sheet-metal Work and recommend corrections.
 - 4. Do not proceed with installation of sheet-metal flashings and trim until adverse conditions have been corrected and reviewed by Architect.
 - 5. Commencing sheet-metal Work constitutes acceptance of Work surfaces and conditions.

3.2 PROTECTION

- A. Take precautions to ensure safety of people, including building users, passers-by, and workmen, and animals, and protection of property, including adjacent building elements, landscaping, and motor vehicles.
- B. Prevent construction debris and other materials from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
- C. Protect paving and sidewalk, and adjacent building areas from mechanical damage due to scaffolding and other equipment.
- C. Limit access to Work areas.
- D. Erect temporary protective canopies, as necessary, over walkways and at points of pedestrian and vehicular access that must remain in service during Work.
- E. Assume responsibility for injury to persons or damage to property due to Work, and remedy at no cost to Owner.

3.3 INSTALLATION

- A. General: Install sheet-metal flashings and trim according to recommendations in SMACNA's Architectural Sheet Metal Manual and as indicated, except that exposed fasteners are not allowed. Always attach using blind clips, cleats, or other approved methods.
- B. Install sheet-metal flashing and trim to fit substrates and to result in watertight performance.
 - 1. Install true to line and levels indicated.
 - 2. Where exposed, install without excessive oil canning, buckling, or tool marks.
 - 3. Provide **uniform, neat seams with** minimum exposure of solder, welds, or sealant.
 - 4. Do not torch cut sheet metal.
- C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by fabricator or manufacturers of dissimilar metals.
- D. Anchor sheet-metal flashing and trim and other components of Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required.
- E. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to width of 1 1/2 inches except where pre-tinned surface would show in finished Work.

3.4 CLEANING

- A. At end of each workday, clean Site and Work areas and place rubbish, empty cans, rags, and other discarded materials in appropriate containers.
- B. After completing sheet-metal Work:
 - 1. Clean spillage and soiling from adjacent surfaces using cleaning agents and procedures recommended by manufacturer of affected surface. Exercise care to avoid scratching or damage to surfaces.
 - 2. Repair surfaces stained, marred, or otherwise damaged during roofing Work.
 - 3. Clean up debris and surplus materials and remove from Site.

3.5 PROTECTION

- A. Protect sheet-metal flashings and trim from damage and wear during remainder of construction period.

END OF SECTION 07 62 00

SECTION 07 9200 - JOINT SEALANTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Silicone joint sealants for exterior work

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product.
- B. Samples: For each kind and color of joint sealant required.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Field-adhesion-test reports.
- C. Sample warranties.

1.5 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM C 1021 to conduct the testing indicated.

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to each type of joint substrate. Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1.1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

1.7 WARRANTY

- A. Special Installer's Warranty: Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer agrees to furnish joint sealants to repair or replace those joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 - 1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 JOINT SEALANTS, GENERAL

- A. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following:
 - 1. Architectural sealants shall have a VOC content of 250 g/L or less.
 - 2. Sealants and sealant primers for nonporous substrates shall have a VOC content of 250 g/L or less.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 INTERIOR AND EXTERIOR SEALANTS

- A. Silicone, Non-staining, M, NS, 50, NT for exterior applications:

1. Non-staining, multicomponent, non-sag, plus 50 percent and minus 50 percent movement capability, non-traffic-use, neutral-curing silicone joint sealant; ASTM C 920, Type M, Grade NS, Class 50, Use NT.
2. Acceptable manufacturers include Dow Corning, Tremco, GAF, or equal product by another recognized manufacturer.

2.3 JOINT-SEALANT BACKING

- A. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) or another type types, if recommended and approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance. Size the backer rod 50% larger than the joint width unless the joint geometry warrants a different configuration.
- B. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Do not apply the sealant over the residue of the previous existing sealant. Remove all existing sealants using appropriate chemical agents, power-brushes, or other suitable means.
- B. Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 1. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion.
- C. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience.
- D. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces.

3.2 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with ASTM C 1193 and joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
- C. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- D. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 1. Place sealants so they directly contact and fully wet joint substrates.
 2. Completely fill recesses in each joint configuration.
 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

- E. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 1. Provide concave joint profile per Figure 8A in ASTM C 1193 unless otherwise indicated.

3.3 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 10 tests for each kind of sealant and joint substrate, for each phase of the work on the façade.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
- B. Evaluation of Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications, using appropriate cleaning treatments for substrate, primers, application techniques, or other means to correct the situation, until test results show that the sealants achieve adequate adhesion to the substrates and conditions present.

3.4 WEEP HOLES

- A. Sealant indicated to have weep holes, shall have full interruptions tooled completely through the sealant and the backer rod at the time of application, or knife-cut into the sealant after curing, at the spacing indicated on the drawings.

END OF SECTION 079200

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PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Sun control window film:

1.2 PERFORMANCE REQUIREMENTS

- A. Fire Performance: Surface burning characteristics when tested in accordance ASTM E 84:
 - 1. Flame Spread: 25, maximum.
 - 2. Smoke Developed: 450, maximum.
- B. Abrasion Resistance: Film must have a surface coating that is resistant to abrasion such that, less than 5 percent increase of transmitted light haze will result in accordance with ASTM D 1044 using 50 cycles, 500 grams weight, and the CS10F Calbrase Wheel.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 00
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Verification Samples: For each finish product specified, two samples representing actual product, color, and patterns.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
 - 1. Provide documentation that the installer is authorized by the Manufacturer to perform Work specified in this section.
 - 2. Provide a commercial building reference list of 5 properties where the installer has applied window film.
 - 3. Provide a Glass Stress Analysis of the existing glass and proposed glass/film combination as recommended by the film Manufacturer.
- B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Architect.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.
 - 3. Refinish mock-up area as required to produce acceptable work.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Follow manufacturer's instructions for storing and handling.

- B. Store products in manufacturer's unopened packaging until ready for installation.

1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.7 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed current copy of the manufacturer's standard limited warranty against manufacturing defect, outlining its terms, conditions, and exclusions from coverage.
- B. In order to validate warranty, installation must be performed by an Authorized 3M dealer and according to Manufacturer's installation instructions. Verification of Authorized 3M dealer can be confirmed by submission of active 3M dealer code number.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: 3M Commercial Solutions, which is located at: 3M Center Bldg. 220-12-E-04; St. Paul, MN 55144-1000; Toll Free Tel: 888-650-3497; Tel: 651-737-1081; Fax: 651 737 8241; Email: [request_info \(tdjohnson3@mmm.com\)](mailto:request_info(tdjohnson3@mmm.com)); Web: www.3m.com/3M/en_US/architectural-design-us/?utm_medium=redirect&utm_source=vanity-url&utm_campaign=www.3M.com/AMD | www.3m.com/3M/en_US/building-window-solutions-us/
- B. Substitutions: Not permitted.

2.2 3M TRADITIONAL SERIES SUN CONTROL FILM

- A. Physical Properties:
 - 1. Composition: Optically clear metallized polyester film which may be laminated to a clear polyester film. Pressure sensitive adhesive on one side and an acrylic abrasion resistant coating on the other.
 - 2. Uniformity: No noticeable pin holes, streaks, thin spots, scratches, banding or other optical defects.
 - 3. Variation in Total Transmission across the Width: Less than 2 percent over the average at any portion along the length.
 - 4. Thickness: Nominal 1.5 mils to 2.5 mils with no evidence of coating voids.
 - 5. Identification: Labeled as to Manufacturer as listed in this Section.
- B. Performance, Silver P-18 - Film applied to 1/4 Inch (6.4 mm) Thick Clear Glass:
 - 1. Visible Light Transmission (NFRC 100/200/304): 17 percent.
 - 2. Visible Reflection:
 - a. Exterior (NFRC 100/200/304): 56 percent.
 - b. Interior (NFRC 100/200/304): 58 percent.
 - 3. Ultraviolet Transmission (NFRC 100/200/304): Less than 1 percent.
 - 4. Solar Heat Gain Coefficient at 90 Degrees (Normal Incidence) (NFRC 100/200/304): 0.23.

C. Physical Properties:

1. Composition Exterior Traditional Series: Optically clear metallized polyester film which may be laminated to a clear polyester film. Pressure sensitive adhesive on one side and an exterior durable abrasion resistant coating on the other.
2. Uniformity: No noticeable pin holes, streaks, thin spots, scratches, banding or other optical defects.
3. Variation in Total Transmission across the Width: Less than 2 percent over the average at any portion along the length.
4. Thickness: Nominal 2.0 mils (0.1mm) with no evidence of coating voids.
5. Identification: Labeled as to Manufacturer as listed in this Section.

D. Physical Properties:

1. Composition: Optically clear metallized polyester with pressure sensitive adhesive on one side and an abrasion resistant coating on the other.
2. Uniformity: No noticeable pin holes, streaks, thin spots, scratches, banding or other optical defects.
3. Variation in Total Transmission across the Width: Less than 2 percent over the average at any portion along the length.
4. Identification: Labeled as to Manufacturer as listed in this Section.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Film Examination:

1. If preparation of glass surfaces is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.
 - a. Glass surfaces receiving new film should first be examined to verify that they are free from defects and imperfections, which will affect the final appearance.
2. Do not proceed with installation until glass surfaces have been properly prepared and deviations from manufacturer's recommended tolerances are corrected. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result under the project conditions.
3. Commencement of installation constitutes acceptance of conditions.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Refer to Manufacturer's installation instructions for methods of preparation for Impact Protection Adhesive or Impact Protection Profile film attachment systems

3.3 INSTALLATION, GENERAL

- A. General: Install in accordance with manufacturer's instructions and the following.
1. Cut film edges neatly and square at a uniform distance of 1/8 inch (3 mm) to 1/16 inch (1.5 mm) of window sealant.
 2. Spray the slip solution, composed of one capful of baby shampoo or dishwashing liquid to 1 gallon of water, on window glass and adhesive to facilitate proper positioning of film.
 3. Apply film to glass and lightly spray film with slip solution.
 4. Squeegee from top to bottom of window.
 5. Bump film edge with lint-free towel wrapped around edge of a 5-way tool.
 6. Upon completion of film application, allow 30 days for moisture from film installation to dry thoroughly, and to allow film to dry flat with no moisture dimples when viewed under normal viewing conditions.
 7. If completing an exterior application, check with the manufacturer as to whether edge sealing is required.
 - 1) Daylight Redirection Film Installation:
 8. Install in accordance with manufacturer's instructions.
 - a. Film is intended for installation in clerestory windows, minimum 7 feet (2.13m) above finished floor space.
 - b. This film is directional - it has a top and a bottom. Identify and mark the top of the film.
 9. 1Pre-cut the film neatly and squarely to the proper height and width, approximately 1/4" (6 mm) shorter than the window opening prior to installation. Use a new blade tip after 3 to 4 cuts.
 10. 2Seal the left and right film edges with 3M 3950 Edge Sealer. Allow approximately 5-10 minutes for the edge sealer to dry.
 11. Spray the slip solution, composed of one capful of baby shampoo or dishwashing liquid to 1 gallon of water, on window glass and adhesive to facilitate proper positioning of film.
 12. 4Apply film to glass and spray film surface with slip solution. Squeegee from top to bottom of window with either horizontal or vertical strokes to ensure water is fully removed.
 13. Cut film edges neatly and squarely at a uniform distance of 1/8 inch (3 mm) from window sealant.
 14. Bump film edge with lint-free towel wrapped around edge of a 5-way tool, using a horizontal wiping motion.
 15. Upon completion of film application, allow 30 days for moisture from film installation to dry thoroughly, and to allow film to dry flat with no moisture dimples when viewed under normal viewing conditions

3.4 CLEANING AND PROTECTION

- A. Remove left over material and debris from Work area. Use necessary means to protect film before, during, and after installation.
- B. Touch-up, repair or replace damaged products before Substantial Completion.
- C. After application of film, wash film using common window cleaning solutions, including ammonia solutions, 30 days after application. Do not use abrasive type cleaning agents and bristle brushes to avoid scratching film. Use synthetic sponges or soft cloths.

END OF SECTION 08 87 13

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Division 1 Specifications Sections, apply to this Section.

1.2 SUMMARY

- A. The scope of work includes furnishing repair of lawns damaged during the execution of the Work.
 - 1. Fine grading and preparing the seed/sod bed.
 - 2. Providing and incorporating amendments necessary for good lawn growth.
 - 3. Seeding all proposed lawn areas and disturbed areas not otherwise developed.
 - 4. Providing and installing erosion control fabric or salt hay mulch as required or specified.
 - 5. Mowing, watering, and maintaining the lawn until established and accepted.
 - 6. Treating all lawn areas with crabgrass and broadleaf weed controls as required.

1.3 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specifications Sections.
- B. Product certificates signed by manufacturers certifying that their products comply with specified requirements.
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Certifications of grass seed from seed vendor for each grass-seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 - 3. Certification of each seed mixture for sod (if applicable), identifying sod source, including name and telephone number of supplier.
- C. Topsoil test reports in accordance with Division 32 Section "Topsoil".

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment who shall be present at all times during execution of this work and who shall direct all work performed under this Section.
- B. Preventatives and controls: Prior to the application of the preventatives and controls specified, confirm that each of the materials is permitted in the State of Connecticut.
- C. Sod: Harvest, delivery, store, and handle sod according to the requirements of the American Sod Products Association's (ASPA) "Specifications for Turfgrass Sod Materials and Transplanting/Installing."

1.5 PRODUCT HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

- B. Seed: Deliver seed in original sealed, labeled, and undamaged containers.

1.6 PROJECT CONDITIONS

- A. Examine Work: To receive seeding and notify the Engineer of any defects. Specifically review the topsoil placement (depths, grades, and condition). Commencement of this work implies acceptance by Contractor of preparatory work by others.

1.7 COORDINATION AND SCHEDULING

- A. Construct Seeded Lawns: Between April 15 and June 1 and between September 1 and October 15 unless otherwise permitted by the Owner.
- B. Construct Sodded Lawns: Between April 15 and July 15 and between August 15 and November 1 unless otherwise permitted by the Owner.

1.8 GUARANTEE

- A. Duration of Guarantee: Shall be 90 days for seeded lawns and until Owner's final acceptance of lawn areas.

1.9 INSPECTION AND ACCEPTANCE OF SEEDED OR SODDED AREAS

- A. Submit Written Notice: requesting inspection at least 10 days prior to the anticipated date.
- B. Maintenance: responsibilities end with final acceptance which shall be a minimum of 60 days from the date of substantial completion of seeding. Typically, areas will not be accepted in "pieces" unless specifically agreed to by the Owner.
- C. A Satisfactory Stand of grass which is acceptable is defined as:
 - 1. Consisting of a uniform stand of at least 90% established permanent grass species, with a uniform count of at least 100 plants per square foot. Any part of the lawn that does not show a uniform dense lawn grass shall be reseeded.
- D. Final Acceptance will not be made until all damaged areas, including areas outside the property limits have been restored to their original conditions by topsoiling, seeding, and other necessary operations.
- E. Upon Stabilization of lawn areas remove all erosion control devices, unless otherwise specified, and protection fencing and dispose of off-site.

PART 2 - PRODUCTS

2.1 GRASS MATERIALS

- A. Seed Mixture:
 - 1. Provide fresh, clean, new-crop seed complying with the tolerance for purity and germination established by the Office of Seed Analysis of North America. The seed mixture shall have been tested for germination and purity by acceptable methods within a 9 month period prior to delivery.
 - 2. Provide seed of the grass species, proportions and maximum percentages of weed seed as specified.
 - 3. Provide seed in cleaned, sealed, properly labeled containers. Seed that is wet, moldy, or otherwise damaged will not be accepted.

4. Handle seed to manufacturer recommendations for exposure to extremes of heat, cold, or moisture.

B. Lawn Seed Quality

1. Weed Seed: Maximum of 0.50%, no noxious weed seed.
2. Purity: Minimum 97% pure.
3. Crop: Maximum 0.50%
4. Germination Rate: Minimum 85%

2.2 LAWN SEED MIX

- A. To be used in all areas indicated as seeded lawn and any disturbed areas not otherwise developed. Seed mix and distribution rate shall be as shown on drawings.

1. Full Sun:

30% Creeping Red Fescue (2 - improved varieties)
30% Perennial Ryegrass (2 improved, grey leaf spot resistant varieties) 20%
Kentucky bluegrass (1 improved, Mid Atlantic type)
20% Kentucky bluegrass (1 improved elite type)

2. Shade:

30% Hard fescue (2 - improved varieties)
20% Kentucky bluegrass (2-improved, shade tolerant varieties)** 20%
Creeping Red Fescue (2 -improved varieties)
20% Chewings Fescue (2 - improved varieties)
10% Perennial Ryegrass (improved, grey leaf spot resistant varieties) Seeding
rate: 4.5 lbs per 1,000 s.f. (add 10% to quantity if hydroseeded).

2.3 EROSION CONTROL BLANKETS

- A. Apply to 3:1 slopes or steeper where grading is so indicated on the Contract Drawings:

1. Erosion Control Blanket shall be "Bio-Net" biodegradable fabric by North American Green, (800) 772-2040; 5401 St. Wendel-Cynthiana Road, Poseyville, IN 47633; or approved equivalent.

2.3 TOPSOIL

- A. As per Division 32 Section "Topsoil."

2.4 SOIL AMENDMENTS

- A. Lime: Natural dolomitic limestone containing not less than 85 percent of total carbonates with a minimum of 30 percent magnesium carbonates, ground so that not less than 90 percent passes a 10-mesh sieve and not less than 50 percent passes a 100-mesh sieve. Apply at the rate of 100 lbs/1,000 S.F.

2.5 CHEMICAL PREVENTIVES AND CONTROLS

- A. General: Commercial materials for agricultural use, manufactured by Scotts, DuPont, or Ortho.
- B. For Crabgrass: Siduron.
- C. For Broadleaf Weeds: bromoxynil.

- D. For Insects and Diseases: Material recommended by the Extension Service or the State Experiment Station.

2.6 FERTILIZER

- A. Fertilizer: Provide commercial fertilizer with percentages as follows:

1. Nitrogen 10% (At least 50% of Nitrogen shall be from Organic sources)
2. Phosphoric Acid 6%
3. Potash 4%
4. Apply at the rate of 1000 lbs./acre.

2.7 HYDRO MULCHES

- A. Bonded Fiber Matrix - Conwed Fibers 2500 BFM or equivalent by Landscape Architect. Materials:

1. Wood fiber, Polysaccharide crosslinked hydro-colloid polymer tackifier, dark green dye.
2. pH Range: 4.8 plus or minus 2.
- 3.
4. Moisture Content: 12+-3% percent maximum.
5. Wood Fiber Content: 90 percent maximum.
6. Polysaccharide Crosslinked Hydro-colloid Polymer Tackifier: 10+-1%
7. Organic Content: 99 percent, plus or minus 1.
8. Ash Content: 1 percent, plus or minus 1.
9. Water Holding Capacity: 1,350 percent minimum.
10. Fiber Mulch Slurry Viscosity: Minimum 2.85 cps (Test Method: Falling Ball Viscometer)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive seeding for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 RATES OF APPLICATION

<u>Material</u>	<u>Application Rate</u>
Lime	100 lbs./1000 S.F.
Fertilizer	1000 lbs./acre
Cellulose Pulp Fiber	32 lbs./1,000 S.F.
Crabgrass Preventative	As recommended by the manufacturer.
Lawn Pest/Disease Control Experiment Station	As recommended by the Extension Service or Experiment Station
Soil Insect Control	As recommended by the Extension Service or Experiment Station
Broad Leaf Weed Control	As recommended by the Extension Service or Experiment Station

3.3 TOPSOIL PREPARATION

- A. Loosen topsoil to full depth by scarifying or other disking methods. Obtain a loose friable soil bed to a depth of 4". At no time will rubber tired loaders or graders having a greater compaction than a small farm tractor be allowed on topsoil. Keep all heavy equipment and trucks off prepared topsoil. Do not prepare while ground is frozen or wet. Limit preparation to areas which will be planted promptly after preparation.
- B. Provide additional topsoil as required to properly meet all finished grades.
- C. Remove any weeds, debris, foreign matter and stones having any dimension greater than 1-1/2". Remove from property.
- D. Fine grade to a smooth uniform surface. The entire area shall present an even grade with no depressions where existing water will stand. Any protective fencing around existing trees shall be removed at this time. Topsoil shall be smoothly blended to existing finish grades around trees, erosion control devices and adjacent existing conditions. Maintain existing surface drainage patterns. Round-off all top and toe of slopes. Reinstall erosion control devices and protective fencing as required.
- E. Approval of surface shall be obtained before seeding operations begin. If requested, perform bulk density and compaction readings to monitor degree of soil compaction/seed bed friability.
- F. Apply all lime, fertilizer, and other recommended conditioners at the rates recommended by the topsoil test report or as needed. Mix uniformly into top 1" of the topsoil. Lime and fertilizer may be applied in one step. Keep lime from contacting the roots of acid loving plants.

3.4 LAWN DEVELOPMENT

- A. All disturbed areas not developed otherwise shall be developed as lawn and/or seeded as indicated on the drawings and in these Specifications.
- B. All lawn shall be seeded unless specifically noted to be sodded.

3.5 PREPARATION OF UNCHANGED GRADES

- A. Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than four (4) inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.
- B. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of Owner's property. Do not turn existing vegetation over into soil being prepared for lawns.
- C. Apply specified commercial fertilizer at rates specified and thoroughly mix into upper two (2) inches of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.
- E. Restore lawn areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.6 SEEDING PROCEDURE

- A. Insure that the soil has been prepared in accordance with Part 3.3 and 3.5 of this Section.
- B. Seeding shall be done when wind does not interfere with uniform distribution of hydroseeding mixture.
- C. Apply fertilizer, seed and maximum 10% of mulch in one operation by the use of an approved spraying machine specifically designed for hydroseed application. Avoid spraying mix on adjacent surfaces, walks, building walls, and curbs. Apply remainder of mulch in a second application.
 - 1. Mix materials with water. Keep in an agitated state so that the materials are uniformly suspended in the water and blended into a homogeneous slurry suitable for hydraulic application.
 - 2. Spraying equipment shall be so designed that when the solutions are sprayed over an area, the mulch shall be equal, in quantity, to those specified in 3.2.
- D. Quick Germinating Species: i.e., annual ryegrass or additional perennial ryegrass shall not be over seeded over lawn mix to accelerate lawn establishment unless specified.
- E. Place Erosion Control Blankets on 3:1 Slopes and steeper and as indicated on the Contract Drawings in accordance with manufacturer's specifications.

3.7 RECONDITIONING EXISTING LAWNS

- A. Recondition existing lawn areas damaged by Contractor's operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.
- B. Provide fertilizer, seed, and soil amendments as specified for hydroseeded new lawns, and as required, to provide a satisfactorily reconditioned lawn.
- C. Provide new topsoil, as required, to fill low spots and meet new finish grades.
- D. Cultivate bare and compacted areas thoroughly to provide a satisfactory planting bed.
- E. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.
- F. Where substantial lawn remains, but is thin, mow, rake, aerate if compacted, fill low spots, remove humps, and cultivate soil, fertilize, and seed. Remove weeds before seeding, or if extensive, apply selective chemical weed killers as required. Apply a seedbed mulch, if required, to maintain moist condition.
- G. Water newly planted lawn areas and keep moist until new grass is established.

3.8 WATERING, PROTECTING, RESEEDING SEEDED AREAS

- A. Maintain: a moist seed bed at all times. Water seed bed so that the topsoil is wet to a depth of 2". Apply one complete coverage to the seeded area as necessary to insure proper germination conditions.
- B. Protect: all lawn areas with barricades, if necessary, to keep all traffic off the area. Repair all damage to lawn areas including topsoil replacement, at no additional cost to Owner. See Section 01-5000 "Temporary Facilities and Controls" for specific measures.
- C. Reseed: all areas which have failed to show a uniform stand of grass after the initial plants have appeared. All areas disturbed/prepared for reseeding in spring or summer shall receive crabgrass preventative.

3.9 CRABGRASS CONTROL

- A. General: Treat all lawn areas with crabgrass preventative in conformance with manufacturer's recommendations.
- B. Time: Conform to the manufacturer's recommendations.
- C. Rate: Conform to the manufacturer's recommendations.

3.10 BROADLEAF WEED CONTROL

- A. General: Treat all lawn areas with broadleaf weed control in conformance with the manufacturer's recommendations.
- B. Time: Conform to the manufacturer's recommendations.
- C. Rate: Conform to the manufacturer's recommendations.

3.11 MAINTENANCE OF LAWN AREAS

- A. Period Required:
 - 1. Immediately after installation and shall continue until final acceptance, but in no case less than 60 days after substantial completion for sodded lawns, and 90 days after substantial completion for seeded lawns, and longer as required to establish an acceptable lawn at the discretion of a representative of the Owner.
 - 2. If seeded in fall and not given full 90 days of maintenance, or if not considered acceptable at that time, continue maintenance the following spring until acceptable lawn is established.
- B. Scope: All reseeding, replacement of sod, watering, mowing, trimming, weeding, insect or disease control, refertilizing, repair of washouts and other maintenance procedures, such as rolling, regrading, etc. which are necessary to establish a smooth, acceptable lawn, free of eroded or bare areas.
- C. Mowing: shall remove no more that 1/3 of the grass height; maintain at a height of 2-2 1/2". Remove heavy clippings.

3.12 PROJECT CLEAN-UP

- A. Upon completion of all lawn areas, remove all excess soil, debris, and other materials resulting from work operations of this Section. Restore all improvements to original condition. Broom clean all walks/pavements. All clean-up shall be completed at the end of each working day.
- B. Upon stabilization of lawn areas, remove all erosion control devices. Reseed as required.

3.13 CLEAN-UP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition.
- B. Protect landscaping from damage due to landscape operations, operations, by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 32 92 00

Statement of Special Inspections

Project: *SCSU Residence Hall Shelf Angle Repairs*
Location: *Southern Connecticut State University, New Haven, CT*
Owner: *Southern Connecticut State University*

Design Professional in Responsible Charge: *Leavitt Associates Inc.*

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

- Structural Mechanical/Electrical/Plumbing
 Architectural Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: *Monthly* or per attached schedule.

Prepared by:

Mark A. Brown, P.E.
(type or print name)

Mark Brown 22 April 2019
Signature Date



Owner's Authorization:

Building Official's Acceptance:

Signature Date

Signature Date

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- | | |
|--|--|
| <input type="checkbox"/> Soils and Foundations | <input type="checkbox"/> Spray Fire Resistant Material |
| <input type="checkbox"/> Cast-in-Place Concrete | <input type="checkbox"/> Wood Construction |
| <input type="checkbox"/> Precast Concrete | <input type="checkbox"/> Exterior Insulation and Finish System |
| <input type="checkbox"/> Masonry | <input type="checkbox"/> Mechanical & Electrical Systems |
| <input checked="" type="checkbox"/> Structural Steel | <input type="checkbox"/> Architectural Systems |
| <input type="checkbox"/> Cold-Formed Steel Framing | <input type="checkbox"/> Special Cases |

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. Special Inspection Coordinator	<i>To be determined</i>	
2. Inspector	<i>To be determined</i>	

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Qualifications of Inspectors and Testing Technicians

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the *Agency Number* on the Schedule.

PE/SE	Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE	Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations
EIT	Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination

American Concrete Institute (ACI) Certification

ACI-CFTT	Concrete Field Testing Technician – Grade 1
ACI-CCI	Concrete Construction Inspector
ACI-LTT	Laboratory Testing Technician – Grade 1&2
ACI-STT	Strength Testing Technician

American Welding Society (AWS) Certification

AWS-CWI	Certified Welding Inspector
AWS/AISC-SSI	Certified Structural Steel Inspector

American Society of Non-Destructive Testing (ASNT) Certification

ASNT	Non-Destructive Testing Technician – Level II or III.
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International Code Council (ICC) Certification

ICC-SMSI	Structural Masonry Special Inspector
ICC-SWSI	Structural Steel and Welding Special Inspector
ICC-SFSI	Spray-Applied Fireproofing Special Inspector
ICC-PCSI	Prestressed Concrete Special Inspector
ICC-RCSI	Reinforced Concrete Special Inspector

National Institute for Certification in Engineering Technologies (NICET)

NICET-CT	Concrete Technician – Levels I, II, III & IV
NICET-ST	Soils Technician - Levels I, II, III & IV
NICET-GET	Geotechnical Engineering Technician - Levels I, II, III & IV

Exterior Design Institute (EDI) Certification

EDI-EIFS	EIFS Third Party Inspector
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Other

Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures <input type="checkbox"/> Fabricator Exempt	1/2	<i>Review shop fabrication and quality control procedures unless fabricator is accredited by the ICC International Accreditation Service in accordance with accreditation criteria IAC-AC-472.</i>
2. Material Certification	2	<i>Review certified mill test reports and identification markings on steel shelf angles</i>
3. Bolting	2	<i>Verify storage and condition of bolts. Verify bolt identification markings Verify material identification markings. Monitor installation of bolts in accordance with manufacturer's written instructions, including recommended torque on bolts. Torque verification - 100%</i>
4. Welding	2	<i>Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds. Ultrasonic testing of all full-penetration welds.</i>
5. Repair of damage to galvanized coating	2	<i>Visually inspect all steel shelf angles for damage to galvanized coating. Verify that damaged coating is repaired with zinc-rich paint in accordance with manufacturer instructions.</i>