



Addendum No.: 6

Date Of Addendum: 7/16/2019

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

Energy Upgrades
Greater Bridgeport Community Mental Health Center
1635 Central Avenue
Bridgeport, CT
BI – MH – 111

Original Bid Due Date / Time:	July 10, 2019	1:00 pm
Revised Bid Due Date / Time:	July 24, 2019	1:00 pm

Previous Addendums: Addendum #5 dated 7/12/2019, Addendum #4 dated 7/1/2019, Addendum #3 dated 6/25/2019, Addendum #2 dated 6/18/2019, Addendum #1 dated 6/14/2019

TO: Prospective Bid Proposers:

This Addendum forms part of the "Contract Documents" and modifies or clarifies the original "Contract Documents" for this Project dated May 1st, 2019. Prospective Bid Proposers shall acknowledge receipt of the total number the Addenda issued for this Project on the space provided on Section 00 41 00 Bid Proposal Form.

Failure to acknowledge receipt of the total number the Addenda issued for this Project on the space provided on Section 00 41 00 Bid Proposal Form shall subject Bid Proposers to disqualification.

The following clarifications are applicable to drawings and specifications for the project referenced above.

Item 1:

Discard section 00 72 13.1 in the specification and replace with the New Section 00 72 13.1, (attached)

Discard 6990 Notice Form in the specification and replace with the New Notice Form (attached)

End of Addendum 6

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

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 UPDATED REQUIREMENTS:

07/03/19: UPDATED SECTION 00 72 13.1 SUPPLEMENTARY CONDITIONS:

The following Article of the 00 72 13.1 Supplementary Conditions has been revised and added:

- **Article 33: Owner's Right to Stop Work or Terminate Contract:** Section 33.2 (revised) and Section 33.3 (added, as follows):

Section 33.3: Termination for Cause:

- 33.3.1** The Commissioner may give notice in writing to the Contractor and its surety of any particular delay, neglect, or default of the Contractor due to one or more of the following:
- .1** Failure to begin the Work within the time specified for same in the Contract Documents.
 - .2** Failure to perform the Work with sufficient workmen, equipment or materials to ensure the prompt completion of the Work within the time specified in the Contract.
 - .3** Unsuitable performance of the Work or failure to remedy or redo such work as DAS Project Manager shall reject as defective, unsuitable, or noncompliant with Contract requirements.
 - .4** Failure or refusal to remove material rejected as defective, unsuitable, or noncompliant with Contract requirements.
 - .5** Discontinuance of the suitable prosecution of the Work for a period of seventy-two (72) hours, excluding Saturdays, Sundays and holidays, without written authorization to do so from the DAS Project Manager.
 - .6** Failure to recommence discontinued Work within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) after being ordered to do so by the DAS Project Manager.
 - .7** Insolvency, filing for bankruptcy or any act or occurrence that may render the Contractor financially incapable of completing the Work.
 - .8** Failure to satisfy any final judgment against it for a period of thirty (30) days.
 - .9** Making of any assignment for the benefit of creditors.
 - .10** Violation of any provisions of the Contract Documents.
- 33.3.2** If the Contractor or its surety within a period of ten (10) days after the issuance of such notice does not proceed in conformance with the directions set forth therein, or fails to present a remedial plan of operation, satisfactory to the Commissioner, for remedying the acts or failures complained of in the notice, then the Commissioner may, at his discretion, order the surety to complete the Work or, without violating the Contract, take the right to control and prosecute the Work out of the hands of said Contractor and surety, terminating the Contract.
- 33.3.3** The Commissioner may appropriate or use any or all stockpiled materials and any and all equipment required by the Contract as may be suitable and necessary for completion of the Work and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract by a party other than the Contractor, according to the terms and provisions thereof, or use such other methods or combinations thereof as in his or her opinion shall be required or desirable for the completion of the Work.
- 33.3.4** All costs and charges incurred by the Owner in connection with completing the Work, or as a result of the Contractor's default, shall be deducted from any monies due to or which may become due to the Contractor. In case such expense exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable for, and shall pay to the State, the amount of the excess. 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 the Work.

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

**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 33 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT in Section 00 72 13 General Conditions:

5.1 DELETE: Section 33.2 in its entirety.

ADD: Section 33.2 as follows:

33.2 Termination for Convenience: Notwithstanding any provision or language in the Contract to the contrary, the State may terminate the Contract **for convenience** 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 **for Convenience** 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 **for convenience** 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 the Work.

5.2 ADD: Section 33.3 as follows:

33.3 Termination for Cause:

33.3.1 The Commissioner may give notice in writing to the Contractor and its surety of any particular delay, neglect, or default of the Contractor due to one or more of the following:

- .1 Failure to begin the Work within the time specified for same in the Contract Documents.
- .2 Failure to perform the Work with sufficient workmen, equipment or materials to ensure the prompt completion of the Work within the time specified in the Contract.
- .3 Unsuitable performance of the Work or failure to remedy or redo such work as DAS Project Manager shall reject as defective, unsuitable, or noncompliant with Contract requirements.
- .4 Failure or refusal to remove material rejected as defective, unsuitable, or noncompliant with Contract requirements.
- .5 Discontinuance of the suitable prosecution of the Work for a period of seventy-two (72) hours, excluding Saturdays, Sundays and holidays, without written authorization to do so from the DAS Project Manager.
- .6 Failure to recommence discontinued Work within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) after being ordered to do so by the DAS Project Manager.
- .7 Insolvency, filing for bankruptcy or any act or occurrence that may render the Contractor financially incapable of completing the Work.
- .8 Failure to satisfy any final judgment against it for a period of thirty (30) days.
- .9 Making of any assignment for the benefit of creditors.
- .10 Violation of any provisions of the Contract Documents.

33.3.2 If the Contractor or its surety within a period of ten (10) days after the issuance of such notice does not proceed in conformance with the directions set forth therein, or fails to present a remedial plan of operation, satisfactory to the Commissioner, for remedying the acts or failures complained of in the notice, then the Commissioner may, at his discretion, order the surety to complete the Work or, without violating the Contract, take the right to control and prosecute the Work out of the hands of said Contractor and surety, terminating the Contract.

- 33.3.3** The Commissioner may appropriate or use any or all stockpiled materials and any and all equipment required by the Contract as may be suitable and necessary for completion of the Work and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract by a party other than the Contractor, according to the terms and provisions thereof, or use such other methods or combinations thereof as in his or her opinion shall be required or desirable for the completion of the Work.
- 33.3.4** All costs and charges incurred by the Owner in connection with completing the Work, or as a result of the Contractor's default, shall be deducted from any monies due to or which may become due to the Contractor. In case such expense exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable for, and shall pay to the State, the amount of the excess. 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 the Work.

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

- 6.1 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.

6.2 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.

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

7.1 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).

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

8.1 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.

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

9.1 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.

10.0 APPENDIX 1 in Section 00 72 13 General Conditions:

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



7048
 General Contractor (GC)
 Retainage Reduction Request

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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="General Contractor 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="Insert Date"/>		

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

- DAS Construction Services Contract Performance Evaluation Score is a minimum of Sixty (60%) Percent.
- Timely submission of 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 required Contract Document submissions including but not limited to Shop Drawings, material certificates, 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.
- 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 GC has and is maintaining a clean worksite in accordance with the Contract Documents.
- All Subcontractor payments are current at the time of reduction request.
- GC is compliant with set-aside provisions of the contract.

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

END

END OF SECTION