



Eastern Connecticut State University
Willimantic, Connecticut 06226-2295

Noble Hall Roof Replacement & Masonry Restoration

Project: BI-RW-337 / ECSU 2017-4

ADDENDUM NUMBER 2

Date of Addendum: February 7, 2019

Bids Due: **2:00 P.M. on February 14, 2019**

The following clarifications are applicable to Construction Drawings and Project Manual for the project referenced above:

Request for Information Items:

Question from Armani Restoration:

1. On drawing A203 "GENERAL NOTES" ITEM 2 states "REPOINT ALL MORTAR JOINTS AT BRICK, GRANITE, LIMESTONE AND CAST STONE AT BUILDING UNLESS OTHERWISE NOTED." At the walk-thru it was stated that the limestone window surrounds did not have to be repointed. Is this correct? If yes, does this apply to all elevations? Does this apply to the limestone portico on the West Elevation of the 1912 Building?

Response: All limestone joints are to be repointed. I don't recall anyone saying the joints at the windows surrounds were excluded.

2. Detail 1/A301 shows "SELF ADHERED MEMBRANE FLASHING". This material is not specified. Please provide.

Response: See Addendum Item #4.

Question from G.L. Capasso:

1. Do we include all work as indicated on General Notes #2 & #5 on drawings A200 to A203 or go by work as called out on elevation plans only for base bid?

Response: All work on the General notes on Drawings A200 - A203 is to be included in the bid. This work should be applied to either the base bid or supplemental bids as indicated on the Drawings.

Addendum Items:

- ITEM 1: A revised Submission Checklist for required bid documents.
- ITEM 2: A revised Unit Price Schedule – Alterations, Section 01019, Part B of Division 1 – General Requirements have been revised to remove unit pricing.

PLEASE NOTE: Contractor must fill-out and provide unit prices in their bid submission package.

- ITEM 3: 90 missing pages from the Project Manual which includes some bid submission documents.

Insert after page 96 in the Project Manual PDF file found on the DAS website (the pages should be located between the notice “COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS” page and the start of the “Division 1 - General Requirements” section).

- ITEM 4: Add to Specification Section 04 01 21 Paragraph 2.6

2.6 MEMBRANE FLASHING

- A. Membrane flashing for use at steel lintels shall be self-adhesive, rubberized asphalt/polyethylene through-wall flashing.
1. Perm-A-Barrier Wall Flashing by GCP Applied Technologies.
 2. Bluesking TWF by Henry Company
 3. CCW-705-TWF by Carlisle.

END OF ADDENDUM

EASTERN CONNECTICUT STATE UNIVERSITY
INVITATION TO BID PROJECT #ECSU-2017-4 / BI-RW-337
Noble Hall Roof Replacement and Masonry

SUBMISSION CHECK LIST

- () Bidder Information Bid Form (Cover Sheet)
- () Proposal Form - Project Data Sheet (including Subcontractor Listing)
- () Bidder's Qualification Statement
- () Standard Bid Bond or Certified Check in the amount of 10% of the bid
- () Form of Proposal - Set Aside Worksheet
- () Contract Compliance Monitoring Report (3 pages)
- () Gift and Campaign Contribution Certificate (OPM Ethics Form 1)
- () Nondiscrimination Certifications (Forms A, B, C, D, & E)
- () Consulting Agreement Affidavit (OPM Ethics Form 5)
- () Affirmation of Receipt of State Ethics Law Summary (OPM Ethics Form 6)
- () OPM Iran Certificate Form 7
- () W9, Vendor Form and Small Business Certification (if applicable)
- () DAS Contractor Pre-Qualification Certificates
 - General Building Construction (Group A or higher)
 - Masonry
 - Roofing
- () Unit Price Schedule – Alterations (Section 01019, Part B of Division 1 – General Requirements)

**DIVISION 1
GENERAL REQUIREMENTS**

01019 CONTRACT CONSIDERATIONS

B. Unit Price Schedule - Alterations

1. Unit Price - Alterations:

Spec. Section	Alteration Items	Base Bid Quantity	Unit	\$ Add	\$ Deduct (Max. 10% less than Add)
040121	a Replacement of Outer Brick Wythe	970	S.F.		
040121	b Individual Brick Replacement	1200	Each		
040121	c Reset loose bricks	210			
040140	d Stone Crack Injection	20	L.F.		
040140	e Stone / Cast Stone Patching	10	Each		
061000	f Existing Wood Roof Blocking	120	L.F.		
061000	g Existing Plywood Roof Sheathing	160	S.F.		
Spec. Section	Alteration Items	Supplemental Bid #1 Quantity	Unit	\$ Add	\$ Deduct (Max. 10% less than Add)
040121	a Individual Brick Replacement	130	Each		
040140	b Stone Crack Injection	5	L.F.		
040140	c Stone / Cast Stone Patching	5	Each		
Spec. Section	Alteration Items	Supplemental Bid#2 Quantity	Unit	\$ Add	\$ Deduct (Max. 10% less than Add)
040121	a Replacement of Outer Brick Wythe	10	S.F.		
040121	b Individual Brick Replacement	200	Each		
040140	c Stone Crack Injection	15	L.F.		
040140	d Stone / Cast Stone Patching	5	Each		

2. Unit prices shall be negotiated if there is a change in scope of work.

ITEM 3:

90 missing pages from the Project Manual which includes some bid submission documents.

Insert after page 96 in the Project Manual PDF file found on the DAS website (the pages should be located between the notice "COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS" page and the start of the "Division 1 - General Requirements" section).

Form of Proposal - Set Aside Worksheet

(for \$500k+ projects)

Project Number: BI-RW-377 ECSU 2017-4

Project Name: Noble Hall Roof Replacement & Masonry Restoration

	Subcontractor Name	Class of work	SBE	MBE/WBE	Prime Contractor self performing \$	Subcontract amounts
1						\$
2						\$
3						\$
4						\$
5						\$
6						\$
7						\$
8						\$
9	Prime Contractor Total	Bidder is the Prime Contractor			\$	
10	SBE Subtotal	Add SBE subcontract amounts from above list and enter total at right				\$
11	MBE/WBE Subtotal	Add MBE/WBE subcontract amounts from the list and enter total to the right				\$
12	Lump Sum base bid	Enter total lump sum base bid from bid submittal form				\$
13	Bidding Prime Contractor % and \$ (Divide line 9 by line 12)				%	\$
14	Remaining value subject to SBE/MBE = lump sum line 12 minus prime contractor total					\$
15	SBE Percentage	Divide line 10 by line 12. Enter % to the right				%
16	MBE/WBE Percentage	Divide line 11 by line 12. Enter % to the right.				%
17	Total SBE/MBE/WBE %	Add lines 15+16 for total % (must be 25% or greater)				%

In determining and ensuring compliance with CHRO requirements this worksheet ***must*** be submitted as part of the bid submittal package. Failure to do so shall be grounds for disqualification of the bid. Compliance determination shall initially be based on the base bid sum. However, for bid solicitations requiring acceptance of Alternates or Supplemental bids, a revised worksheet shall be required prior to issuance of contract.

The SBE requirement is 25% of the entire bid total with 6.25% to an MBE/WBE.

Each bidder shall submit, as part of their proposal, copies of Certificates of Eligibility for each set aside subcontractor or "screen shots" from the State of Connecticut Supplier Diversity web site for each set aside subcontractor showing name and address, certification type and certificate expiration date.

Vendor Company Name (Prime Contractor) _____

Authorized signature _____ Date _____

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes__ No__</p>
<p>Other Locations in Ct. (If any)</p>	<p>- DAS Certification Number _____</p>

PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

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

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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AMENDMENT NO. 1-A

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1. PREVAILING WAGE RATES

Notwithstanding the amount of the proposal or ECSU's estimated cost for this project, prevailing wages are required on this project, in accordance with the schedule provided in the proposal documents, pursuant to Connecticut General Statutes Section 31-53 (a-f,h), as amended.

2. SET-ASIDE / MINORITY BUSINESS ENTERPRISE PARTICIPATION

This project requires set-aside and minority business enterprise participation as stated in Section 7 (f,g,h,i) on the Project Data Sheet / Proposal Form. The contractor who is selected to perform this state project must file and receive an approved Affirmative Action Plan by the Commission on Human Rights and Opportunities.

This project is subject to the State SET ASIDE goals and **NEW STATUTORY CHANGES TO 4a-60g effective 10/1/13** as it relates to new self- performance and subcontracting requirements.

Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



CAMPAIGN CONTRIBUTION RESTRICTION PROVISION

1. Campaign Contribution Restrictions. This section (the “CCR Section”) is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-

public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) No State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) If a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) If a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) The chief executive officer of each State Contractor and Prospective State Contractor, or if a State Contractor or Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall certify, in the form of an affidavit executed subject to the penalties of false statement, that: (1) such officer has informed each individual described in subsection (a)(6) of this CCR Section with regard to said State Contractor or Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) if any such contribution is made or solicited, the State Contractor or Prospective State Contractor, as the context requires, shall not be awarded the contract described in the bid solicitation or request for proposals and shall not be awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall submit the affidavit to the contracting State Agency or Quasi-public Agency prior to, in the case of an RFP, executing a negotiated contract or prior to, in the case of an ITB, the award and acceptance of a contract. In the case of an application for prequalification to the Connecticut Department of Administrative Services (“DAS”), the application shall not be deemed to be complete until DAS receives the affidavit. The State Contractor or Prospective Contractor shall submit the affidavit on a form which the State Elections Enforcement Commission (“SEEC”) prescribes.

(g) The person executing the affidavit referenced in subsection (f) shall submit to the SEEC a list of Principals in accordance with the requirements set forth on a form that the

SEEC shall have prescribed for this purpose. The complete list of Principals shall be submitted to the SEEC at the same time that the affidavit is submitted to the State Agency, Quasi-public Agency or, in the case of a prequalification application, DAS. Notwithstanding any other provision in any applicable document or instrument, no party to the Contract, or a contract awarded pursuant to a non-competitive procurement, may begin performing in any way until the contracting State Agency or Quasi-public Agency has received the affidavit referenced in subsection (f) and the SEEC has received the Principals list.

(h) Notwithstanding any other provision in the Contract, invitation to bid, request for proposals and prequalification application:

(1) The State Contractor and Prospective State Contractor shall report to the SEEC, on a form which the SEEC prescribes, any changes in Principals occurring from and after the date of the previous Principals list by submitting and delivering such form to the SEEC no later than the fifteenth day of each month following the month when a change in Principals occurs, or the next succeeding business day, whichever is later. If the Contractor or Prospective State Contractor fail to submit and deliver the appropriately completed form by its due date, then the SEEC shall notify the State Agency or Quasi-public Agency and the Contractor of the failure in writing. The State Agency or Quasi-public Agency shall then review all relevant information and determine whether such failure constitutes a breach of this Contract. If the State Agency or Quasi-public Agency determines that a breach of this Contract has occurred, then the State Agency or Quasi-public Agency shall deliver a notice of breach to the Contractor, affording the Contractor an opportunity to cure the breach within ten (10) days from the date that the Contractor receives the notice. The State Agency or Quasi-public Agency may extend the right to cure period if, and continuing so long as, the State Agency or Quasi-public Agency is satisfied that the Contractor is making a good faith effort to cure the breach but the nature of the breach is such that it cannot be cured within the right to cure period. The SEEC may, if it deems it to be appropriate, send to the Contractor electronic reminders of the Contractor's obligation to report changes in Principals. The undertaking of this reminder is permissive and shall not be construed to be a condition precedent to the Contractor's obligation to submit and deliver the form timely.

(2) If the State Agency or Quasi-public Agency determines that the Contractor has breached the Contract by failing to comply with the requirements of this CCR provision, then the State Agency or Quasi-public Agency may, after expiration of the right to cure period, direct all appropriate State entities using the Contract to withhold any payment, in whole or in part, that may be due and owing to the Contractor under this Contract until such time as the Contractor submits and delivers an appropriately completed form to the SEEC.

(3) If the Contractor fails to submit and deliver the Principals list form timely three times in any 12-month period, then the SEEC may recommend to the State Agency or Quasi-public Agency that it take these failures into account for purposes of evaluating

the Contractor's responsibility in future procurements. The SEEC may recommend that the State Agency or Quasi-public Agency make a determination that the Contractor is not responsible.

(4) The Contractor's failure to submit and deliver the Principals list form timely for the third time in any 12-month period shall, upon the SEEC's recommendation, entitle the State Agency or Quasi-public Agency to Cancel the Contract. Accordingly, the third notice of breach to the Contractor from the State Agency or Quasi-public Agency in any 12-month period may include an effective Contract Cancellation date, in which case no further action shall be required of any party to effect the Cancellation of the Contract as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the State Agency or Quasi-public Agency may Cancel the Contract by giving the Contractor no less than twenty four (24) hours' prior written notice.

(5) Noting the absence of the SEEC's signature on the Contract, the State Agency or Quasi-public Agency represents that the SEEC has previously agreed in writing to assume the rights and responsibilities attaching to the SEEC and set forth in this CCR section. The State Agency or Quasi-public Agency shall provide a copy of that document to the Contractor upon request.



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Prospective state contractor” means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. “Prospective state contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a state contractor or prospective state contractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

1. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(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, mental retardation, 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. 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, mental retardation, 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; (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) "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.

- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (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.
- (h) The contractor shall include the provisions of section (g) above 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.

- (i) For the purposes of this entire Non-Discrimination 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 Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

NON DISCRIMINATION

1. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (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, mental retardation, 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. 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, mental retardation, 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; (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) "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.

- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (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.
- (h) The contractor shall include the provisions of section (g) above 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.

For the purposes of this entire Non-Discrimination 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 Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

EXECUTIVE ORDERS Nos. 3, 17, 16, and 7C:

Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, CCSU shall provide a copy of these orders to the Contractor.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Individual
For All Contract Types Regardless of Value

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____, of _____,
Signatory Business Address

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____ , 20_____ by the governing body of _____ ,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____ , and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____ , 20_____ .

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process. [] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; 2) "Respondent" means the person whose name is set forth at the beginning of this form; and 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p> <hr/>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends or interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



EASTERN CONNECTICUT STATE UNIVERSITY

83 WINDHAM STREET • WILLIMANTIC, CONNECTICUT 06226 • 860-465-5000

INSPECTION OF PROPOSALS AND CONFIDENTIAL INFORMATION

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as “confidential” in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the Act that respondent should summarize such information in a separate envelope and each page submitted should clearly state “Confidential”, but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent’s own risk and the University assumes no liability for any loss or damage which may result from the University’s disclosure at any time of any information provided by the respondent in connection with its proposal.

Connecticut State University System



**Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University
System Office**

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

The following words, when used herein, shall have the following meanings:

1. "Contract" shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.
2. "CSU" shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office, collectively and individually, as the context requires.
3. "Person" shall mean an individual, partnership, corporation or other business entity, as the context requires.
4. "Proposal" shall mean a response to a request for proposal, request for bid, or request for quotation.
5. "Proposer" shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.
6. "RFP" shall mean a request or invitation for proposal, bid, or quotation, as applicable.

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.
4. All responses to the RFP shall be and remain the sole property of CSU.
5. Each proposer shall bear all costs associated with proposer's response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.

6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.

8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices

required by the city or town in which the services is to be provided, and the State and Federal governments..

18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety

1. If required by this RFP, the proposal must be accompanied by a bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.
2. The proposal bond must be executed by the proposer as follows:
 - (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature;
 - (b) If the proposer is a partnership - must be signed by a general partner;
 - (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as"
3. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond.

III. CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and

omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.

4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair

damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.

5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the

terms of the contract, the terms of the contract shall prevail.

15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
 - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:

- (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.

- (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.

3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds

The successful proposer shall submit the following bonds, at the request of CSU, within ten (10) days of the date of receipt of the Award Notice and Offer:

1. A Performance Bond in the amount of one hundred percent (100%) of the total proposal price; and
2. A Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price.

A company authorized to transact business in the State of Connecticut shall execute the bonds. Checks shall be made payable to CSU or the appropriate CSU University.

D. Delivery

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

E. Inspection and Tests

1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

F. Advertising

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.

**General Conditions of the Contract for Construction
Eastern Connecticut State University
Willimantic, Connecticut**

Table of Contents

Article Number /Title	Page		
1. Definitions	2	28. Starting Systems.....	29
2. References and Standards.....	5	29. Guarantees and Warranties.....	30
3. Conditions of Work	5	30. Cutting, Fitting, Patching, and Digging... ..	30
4. Correlation of Contract Documents.....	6	31. Cleaning Up.....	30
5. Supplemental Bids.....	7	32. All Work Subject to Control of the Agency	30
6. Commencement and Progress of Work.....	7	33. Construction Administrator	31
7. Project Meetings.....	8	34. Schedule of Values: Application for Payment ...	31
8. Submittals, Product Data, Shop Drawings and Samples	9	35. Application for Payment: General.....	32
9. Equals and Substitution	15	36. Partial Payments	33
10. Separate Contracts.....	17	37. Application for Payment: Substantial Completion.	33
11. Cooperation of Trades	17	38. Application for Payment: Final.....	34
12. Damages	17	39. Delivery of Statement Showing Amounts Due for Wages, Materials, and Supplies	34
13. Minimum Wage Rates	18	40. Contract Closeout.....	35
14. Posting Minimum Wage Rates	18	41. Operation and Maintenance Data	39
15. Construction Schedules	18	42. Completion and Acceptance.....	40
16. Preference in Employment	19	43. Final Payment.....	41
17. Modification Procedures	20	44. Agency's Right to Withhold Payments	41
18. Compensation for Changes in the Work.....	22	45. Agency's Right to Stop Work or Terminate Contract.....	42
19. Deleted Work	24	46. Subletting or Assigning of Contract.....	43
20. Materials: Standards	24	47. Contractor's Insurance	43
21. Quality Control... ..	25	48. Foreign Materials	44
22. Inspection and Tests	27	49. Materials and Equipment Controls... ..	45
23. Royalties and Patents.....	27	50. Identification Badges.....	45
24. Surveys, Permits, and Regulations	27	51. Hours of Work.....	45
25. Protection of the Work, Persons and Property.....	28	52. Days of Work	45
26. Temporary Utilities	28	53. Contract Time.....	46
27. Correction of Work.....	28	54. Calendar Day.....	46

Article 1
DEFINITIONS

Whenever the following terms, or pronouns in place of them, are used the intent and meaning shall be as follows:

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

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

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

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

1.5 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.

1.6 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.

1.7 BIDDER: An individual, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.

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

1.9 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.

1.10 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.

1.11 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.

1.12 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.

1.13 CERTIFICATE of COMPLETION: A document is-sued by the Construction Administrator to the Agency stating that the Contractor has met all contractual obligations.

1.14 CERTIFICATE of COMPLETION and ACCEPTANCE: A document issued by the Agency to the Contractor stating that all Work has been completed and that the Work is accepted by the Agency.

1.15 CERTIFICATE of COMPLIANCE: A document is-sued to the Agency by the design professional stating that for the portion of the project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes

1.16 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.

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

- 1.17.1** That the Work, or a designated portion thereof, is determined to be Substantially Complete;
- 1.17.2** The date of Substantial Completion;
- 1.17.3** The responsibilities of the Agency and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and
- 1.17.4** The time within which the Contractor shall complete the remaining work.

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

1.19 COMMISSIONER: The State of Connecticut, Department of Public Works (DPW) Commissioner acting directly or through specifically authorized DPW personnel or

agent(s) having authority to perform duties defined in Article 25.

1.20 CONSTRUCTION ADMINISTRATOR: An individual, partnership, firm, corporation or other business organization, under contract or employed by the Agency commissioned and/or authorized to oversee the fulfillment of all requirements of the Contract Documents.

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

1.22 CONTRACT DOCUMENTS OR CONTRACT: The Agreement between Agency 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.

1.23 CONTRACTOR OR GENERAL CONTRACTOR: An individual, partnership, firm or Corporation, under direct contract with the Agency, 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.

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

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

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

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

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

1.29 PROJECT MANAGER: The individual employed by the Agency, to be responsible for the overall management and oversight of the Project, and to represent the Agency.

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

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

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

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

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

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

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

1.37 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 Agency due to the Contractor's failure to complete the Work within the Contract Time.

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

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

1.40 MODIFICATION OR AMENDMENT:

1.40.1 A written change to the Contract Documents.

1.40.2 A Change Order.

1.40.3 A Construction Change Directive.

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

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

1.42 NOTICE TO PROCEED: Written notice, issued by the Agency to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for commencement of the Contract Time.

1.43 OWNER OR AGENCY: Eastern Connecticut State University, Willimantic, Connecticut or specifically authorized Agency personnel or agent.

1.44 PAYMENT BOND, LABOR BOND OR MATERIAL BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Agency 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.

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

1.46 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.

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

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

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

1.50 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 Agency.

1.51 RECORD DOCUMENTS OR AS-BUILT DRAWINGS: Construction Drawings revised to show all significant Modifications made during the construction process.

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

1.53 SCHEDULE OF VALUES: A document furnished by the Contractor to the Architect and Agency 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.

1.54 SECONDARY SUBCONTRACTOR: An individual, partnership, firm or Corporation under direct contract with the Subcontractor to the General Contractor.

1.55 SHOP DRAWINGS: Drawings provided to Architect and Agency 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.

1.56 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.

1.57 SUBCONTRACTOR: A person, 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.

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

1.59 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion

thereof is sufficiently complete in accordance with the Contract Documents so the Agency can occupy or utilize the Work for its intended use.

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

1.61 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.

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

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

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

1.65 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

REFERENCE STANDARDS AND DEFINITIONS

2.1 For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

2.2 References to standard specifications and codes refer to the editions current at the bid due date. An exception is, buildings exceeding the threshold limit must be in substantial compliance with the requirements of the effective code at the time of receipt of completed application to the Office of State Building Inspector (OSBI). References include their addenda and errata, if any, and shall be considered a part of these specifications as if they were printed herein in full.

2.3 The manufacturers' standard warranties or guarantees shall apply when their products are used on this project.

2.4 Flame Spread Ratings - all materials that are required or obligated to meet specified standards shall be submitted to the owner for their records as part of the shop drawing submittal process for their construction records.

Article 3

CONDITIONS OF WORK

3.1 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 Agency 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.

3.2 The Contractor shall report to the Construction Administrator all errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Agency 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.

3.3 It shall be the Contractor's responsibility upon discovery to immediately notify the Construction Administrator, in writing, of errors, omissions, discrepancies, and instances of noncompliance with applicable codes and regulations within the documents, and of any work which will not fit or properly function if installed as indicated on the Contract Documents. Any additional costs arising from the Contractor's failure to provide such notification shall be borne by the Contractor.

3.4 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.

3.5 It is not the intent of the Documents to show all existing conditions. All contractors are advised and required to visit and examine the site with the Construction Administrator prior to submitting bids. If conflicts are noted the Contractor shall notify the Agency as soon as possible prior to bid date. If a conflict appears during construction notify the Construction Administrator, in writing, as soon as possible -- Do not proceed without direction from the Construction Administrator.

3.6 Where existing objects or conditions are uncovered and exposed, subsequent to the issuance of the Contract, the Contractor and the Construction Administrator will jointly inspect these conditions and their findings will be recorded in writing by the Contractor. All corrective measures jointly agreed upon will be recorded in detail sufficient to prevent confusion and conflict at a later date.

3.7 The Contractor will proceed with the Work in these areas, taking into consideration these newly exposed conditions, and will adjust its working procedures to compensate for these conditions.

3.8 Contractors should investigate and satisfy themselves 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.

3.9 If applicable to this Project a review of Geo-Technical Reports, Boring Logs Asbestos, Hazardous Materials and Confined Space parameters are contained in a separate Volume of this Project Manual, the Boring Location Plans are in the Contract Documents.

3.10 A Pre-Bid Conference and tour of the site will be conducted as scheduled in the Notice to Bidders. This scheduled conference is the only official opportunity for the bidders to tour the site with the Agency, Architect, Engineer, Construction Administrator, and Consultants.

3.11 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 Institution or Agency operating at the site.

3.12 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.

3.13 The Contractor shall perform the Work in accordance with the Contract Documents and approved submittals pursuant to Article 8.

Article 4 **CORRELATION OF CONTRACT DOCUMENTS**

4.1 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The Specifications and Drawings are intended to describe and illustrate the materials and labor necessary for the work of this Project. Where discrepancies of conflict occur in the Contract Documents the following order of precedence shall be utilized:

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

4.1.2 The General Requirements take precedence over the Supplementary Conditions.

4.1.3 The Supplementary Conditions take precedence over the General Conditions.

4.1.4 The General Requirements take precedence over the General Conditions.

4.1.5 The Specifications shall take precedence over the Plans.

4.1.6 Stated dimensions shall take precedence over scaled dimensions.

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

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

4.2 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 Agency 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.

4.3 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.

4.4 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.

4.5 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.

4.6 Throughout the Technical Specifications, the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction Form 816, current addition including any interim and supplemental specifications may be 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.

Article 5 **SUPPLEMENTAL BID**

5.1 Definition: A Supplemental Bid is an amount proposed by bidders and stated on the Bid Proposal Form for certain work defined in the Bidding Documents that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

5.2 The cost for each supplemental bid is the net addition to the Contract Sum to incorporate the Supplemental Bid into the Work. Supplemental Bids are only accepted in the numerical order that they are listed on the Bid Proposal Form and never accepted out of numerical sequence. No other adjustments are made to the Contract Sum.

5.3 Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.

5.4 Include as part of each Supplemental Bid, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Supplemental Bid.

5.5 Execute accepted Supplemental Bids under the same conditions as other Work of this Contract.

5.6 Schedule: A "Schedule of Supplemental Bids" is included within the Supplementary General Requirements (Section 01030 Supplemental Bids. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each Supplemental Bid.

Article 6 **COMMENCEMENT AND PROGRESS OF WORK**

6.1 The Work shall start upon the date given in the Notice to Proceed. The Contractor shall complete all the Work necessary for Final Completion, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for acceptance, punchlist Work, training and submission of Record Documents, manuals, guarantees and warranties as stated in the Bidding Document.

6.2 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.

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

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

6.5 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 Agency'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 Agency 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 Agency.

6.6 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.

6.7 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.

6.8 Any extension of the Contract Time shall be by Change Order pursuant to Article 17 and Article 18.

7.1 Pre-construction Conference: The Contractor will attend a Pre-construction Conference before starting construction, as scheduled by the Construction Administrator convenient to the Agency, the Construction Administrator, Architect, and Contractor. This meeting will take place within seven (7) Calendar Days after the written Notice to Proceed and before the Contract 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. NOTE: Amplify the paragraph below as necessary to suit project requirements.

Article 7
PROJECT MEETINGS

7.1.1 Attendees: Authorized representatives of the Construction Administrator, Agency, 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.

7.1.2 Agenda: Discuss items of significance that could affect progress, including the following:

- a. Tentative construction schedule.
- b. Critical work sequencing.
- c. Progress meeting schedule.
- d. Designation of responsible personnel.
- e. Procedures for processing field decisions and Change Orders.
- f. Procedures for processing Applications for Payment.
- g. Distribution of Contract Documents.
- h. Submittal of Shop Drawings, Product Data, and Samples.
- i. Preparation of record documents.
- j. Use of the premises.
- k. Parking availability.
- l. Office, work, and storage areas.
- m. Equipment deliveries and priorities.
- n. Safety procedures.
- o. First aid.
- p. Security.
- q. Housekeeping.
- r. Plan of Use
- s. Substitutions
- t. Safety – Conn OSHA
- u. Working hours.
- v. Coordination with Audio-Visual and Telecommunications.

7.2 Progress Meetings: The Construction Administrator will conduct progress meetings, weekly, at the Project Site or at regular intervals as agreed upon at the Pre-construction Conference. The Construction Administrator will notify the Agency, the Architect, and the Contractor of the scheduled Progress Meeting dates. Coordinate dates of Progress Meetings with preparation of Application for Payment requests.

7.2.1 Attendees: In addition to representatives of the Contractor, Construction Administrator, Agency 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.

7.2.2 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.

7.2.3 Construction Schedule: Review progress since the last Progress Meeting. Determine where each activity is in relation to the required Contractor's "Construction 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.

7.2.4 Review the present and future needs of each entity present.

7.2.5 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.

7.2.6 A schedule of regular Project Meetings will be established at the Pre-construction Conference.

Article 8 **SUBMITTALS, PRODUCT DATA, SHOP** **DRAWINGS AND SAMPLES**

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

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

Documents unless such departure has received the Agency's written approval.

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

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

8.5 Summary: This Section includes administrative and procedural requirements for submittals required for performance of the Work, including but not limited to the following:

- a. Submittal schedule.
- b. Shop Drawings.
- c. Product Data.
- d. Samples.
- e. Quality assurance submittals.
- f. Proposed "Substitutions Request" form.
- g. Warrantee samples.
- h. Coordination Drawings.
- i. O & M Manuals
- j. Plan of Use

8.6 Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

- a. Permits.
- b. Applications for Payment.
- c. Performance and payment bonds.
- d. Contractor's construction schedule.
- e. Daily construction reports.
- f. Construction Photographs.
- g. Insurance certificates.
- h. List of subcontractors.
- i. Subcontractors/Suppliers FEIN numbers and Connecticut tax registration number.

8.7 Coordination Drawings are to 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 within the Contract Documents.

8.7.1 Preparation of Coordination Drawings is specified in Division 1 Section "Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

8.7.2 Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to estab-

lish the standard by which the Work will be judged.

8.7.3 Submittal Procedures: 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.

8.7.4 Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.

8.7.5 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.

8.7.6 The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

8.7.7 The Architect reserves the right to reject incomplete submitted packages.

8.7.8 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 resubmittals.

- a. Allow (2) two weeks 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 (2) two 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.

8.9 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.

8.9.1 The minimum number of copies required for each submittal shall be at a minimum 7 copies or

as determine otherwise at the pre-construction conference or by the Construction Administrator.

8.9.2 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.

8.9.3 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.
- l. Indicate if "equal" or "substitution".

8.10 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 and one copy of the submittal. The Architect will return submittals to the Contractor after action is taken with a complete copy of the submittal package to the Construction Administrator.

8.10.1 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.

8.11 Submittal Schedule: After development and review by the Construction Administrator and Architect acceptance of the Contractor's Construction Schedule prepare a complete Schedule of Submittals. Submit the schedule to the Construction Administrator within seven (7) days of Contract Award.

8.11.1 Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Contractor's Construction Schedule.

8.11.2 Prepare the schedule in chronological order. Provide the following information:

- a. Related section number.
- b. Schedule date for the initial submittal.
- 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.

8.11.3 Distribution: Following response to the initial submittal schedule, print and distribute copies to the Construction Administrator, Architect, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.

8.11.4 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.

8.11.5 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.

8.12 Daily Construction Reports: 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:

- a. List of subcontractors at the site.
- b. Approximate count of personnel at the site.
- c. High and low temperatures, general weather conditions.
- d. Accidents and unusual events.
- e. Meetings and significant decisions.
- f. Stoppages, delays, shortages, and losses.
- g. Meter readings and similar recordings.
- h. List of equipment on site and identify if idle or in use.
- i. Orders and requests of governing authorities.
- j. Change Orders received, start and end dates.
- k. Services connected, disconnected.
- l. Equipment or system tests and startups.

- m. Partial Completion's, occupancies.
- n. Substantial Completion's authorized.
- o. Equals or Substitutions approved or rejected.
- p. Sub-Contractors meeting minutes.
- q. Safety Meeting minutes.

8.13 Shop Drawings: 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.

8.13.1 Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:

- a. Dimensions:
- b. Identification of products and materials included by sheet and detail number.
- c. Compliance with specified standards.
- d. Notation of coordination requirements.
- e. Notation of dimensions established by field measurement.
- f. 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.
- g. Submit one (1) reproducible media and seven (7) prints as directed by the Construction Administrator. The Contractor's submittal shall identify the specification section and/or drawing number applicable to the submittal.
- h. Details shall be large scale and/or full size.

8.13.2 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.

8.13.3 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. 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.

8.13.4 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.

8.13.5 Upon final review submit four (4) additional prints, same as submitted, to the Construction Administrator for his use.

8.13.6 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.

8.13.7 Only final reviewed shop drawings are to be used on the project site.

8.13.8 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. Final reviewed shop drawings shall not replace or be used as a vehicle to issue or incorporate change orders.

8.14 Product Data: 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.

8.14.1 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.

8.14.2 Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

8.14.3 Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.

8.14.4 Submittals: Submit 7 copies of each required submittal; submit an additional 3 copies where required for maintenance manuals. The Architect will retain one and will return the others marked with action taken and corrections or modifications required.

8.14.5 Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

8.14.6 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.

8.14.7 Do not proceed with installation until a copy of Product Data is in the Installer's possession.

8.14.8 Do not permit use of unmarked copies of Product Data in connection with construction.

8.15 Samples: 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.

8.15.1 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.

8.15.2 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 character-

istic 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 are the property of the Contractor and shall be removed from the site prior to Substantial Completion.

8.15.3 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.

8.15.4 Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit three (3) sets. The Architect will return one set marked with the action taken.

8.15.5 Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

8.15.6 Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

8.15.7 Sample sets may be used to obtain final acceptance of the construction associated with each set.

8.15.8 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.

8.15.9 Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.

8.16 Quality Assurance Submittals: 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.

8.16.1 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.

8.16.2 Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

8.16.3 Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control".

8.17 Architect's Action: 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.

a. Compliance with specified characteristics is the Contractor's responsibility.

8.17.1 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:

a. 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.

b. 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 pay-

ment depends on that compliance.

c. 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.

8.17.2 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."

8.17.3 Unsolicited Submittals: The Architect will discard unsolicited submittals without action.

8.18 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.

8.19 The Contractor shall allow a minimum of two weeks for the Agency 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 Agency and its agents.

Article 9 **EQUALS AND SUBSTITUTIONS**

Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.

9.1 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.

9.2 Equal: 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 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.

bility 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.

9.3 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 and may be rejected or approved by the Agency. The Substitution is not equal to the specified requirement in comparison to the first manufacture 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.

9.3.1 The following are not considered to be requests for Equals or Substitutions:

- a. Revisions to the Contract Documents requested by the Agency or Architect.
- b. Specified options of products and construction methods included in the Contract Documents.
- c. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities having jurisdiction.

9.4 Submittals: Equals and Substitution Request Submittals: The Owner will consider requests for equals or substitutions if received within time period of thirty (30) calendar days from the contract award. Requests received more than the days specified will be rejected.

9.4.1 The Contractor is required to prepare and submit 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 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 Agency and Architect/Engineer to determine that the proposed Equal or Substitution is or is not substantially equal to the first listed manufacturer or procedure.

9.4.2 The Contractor is required to identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.

9.4.3 The Contractor is required to provide complete documentation showing compliance with the requirements for equals or substitutions, and the following information, as appropriate on a "Substitution Request" form as required by the Agency:

- h. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Agency and separate contractors, that will be necessary to accommodate the proposed Equal or Substitution.
- h. A detailed comparison chart of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
- h. Product Data, including Shop Drawings and descriptions of products and fabrication and installation procedures.
- h. Samples, where applicable or requested.
- h. A statement indicating the effect on the Contractor's Construction Schedule compared to the schedule without approval of the Equal or Substitution. Indicate the effect on overall Contract Time.
- h. Cost information, broken down, including a proposal of the net change, if any in the Contract Sum.
- h. 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.
- h. 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.

9.5 Architect's/Engineer's Action: If necessary, the Architect/Engineer will request additional information or documentation for evaluation within one week of receipt of the original request for equal or substitution request. The Architect/Engineer will notify the Construction Administrator who will notify the Agency of recommended acceptance or rejection of the proposed equal or substitution, within two (2) weeks of receipt of the request, or one (1) week of receipt of additional information or documentation, whichever is later. The Construction Administrator will give final acceptance or rejection by the Agency not less than one (1) week after notification.

9.6 Any request deemed an "Equal" and accepted by the Construction Administrator, Architect, and Agency will result in written notification to the Contractor and will not be in the form of a change order for an "Equal".

9.7 Any request deemed a "Substitution" and rejected or approved by Construction Administrator, Architect, and Agency may result in written notification to the Contractor and may be in the form of a change order if the "Substitution" is approved.

9.8 Equal or Substitutions: 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.

- a. The proposed request does not require extensive revisions to the Contract Documents.
- b. The proposed request is in accordance with the general intent of the Contract Documents.
- c. The proposed request is timely, fully documented, and/or properly submitted. 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.
- d. The proposed request will offer the Agency a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Agency 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.

- e. The proposed request can receive the necessary approvals, in a timely manner, required by governing authorities having jurisdiction.
- f. The proposed request can be provided in a manner that is compatible with the Work as certified by the Contractor.
- g. The proposed request can be coordinated with the Work as certified by the Contractor.
- h. The proposed request can uphold the warranties required by the Contract Documents as certified by the Contractor.

9.9 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.

Article 10 **SEPARATE CONTRACTS**

10.1 The Agency reserves the right to perform Work in connection with the Contract with the Agency'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.

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

10.3 The Contractor shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Agency 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 Agency and the Contractor, the Contractor shall bear such loss.

10.4 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.

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

Article 11
COOPERATION OF TRADES

11.1 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.

11.2 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 12
DAMAGES

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

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

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

12.4 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 Agency and the Agency shall not be liable for any damages which Contractor may incur as a result of such decision. In addition, if the court enjoins the Agency from entering into or proceeding with the contract herein, the Agency 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 13
MINIMUM WAGE RATES

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

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

Article 14
POSTING MINIMUM WAGE RATES

14.1 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.

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

Article 15
CONSTRUCTION SCHEDULES

15.1 Unless otherwise specified in the Contract Documents, within seven (7) calendar days from the contract start date, the Contractor shall submit the following to the Agency for approval:

- a. A comprehensive Schedule of Activities. Said schedule shall include Submittal dates, required approval dates and date material must be on site.

15.2 Within **seven (7) days** of the Agency's issuance of a Contract, the Contractor shall submit to the Construction Administrator **three (3) copies** of a Construction Schedule for this Project. The Schedule shall be in bar chart form and shall include all aspects of the work, the interrelationship of the various trades, and the critical path of the job. The schedule shall include a timeline for the submission, review and approval of shop drawings for critical path items, and delivery and installation dates for those same critical path, or long lead time items, (such as electrical transformers and elevator). The Schedule shall coincide with the Contractor's approved Schedule of Values. The Schedule shall indicate a completion date in advance of the date established for Substantial Completion. The Schedule shall be acceptable to the Architect/Engineer and the Construction Administrator. It shall be revised and reissued at the beginning of every month for the duration of the project. This monthly update progress Schedule shall include a summary comparison of the original schedule and the latest updated schedule (previous month) showing all activity description and dates. These comparison schedules shall be in the form of a summary bar chart, an activity listing report, and actual to target comparisons. The reports shall include critical activities, float time, duration of each activity, dates of each activity, and the network logic (including successors and predecessors of each activity). Included with the written report and copy of the schedule submission, there also shall be a 3- 1/2" computer diskette noting the above referenced requirements. Failure to provide the Architect/Engineer, or the Construction Administrator with an acceptable, revised Schedule, within **seven (7) days** of the receipt of a written request, may result in the withholding of the Contractor's monthly progress payments until such a Schedule is received.

15.3 Phasing: The Contractor shall include, as part of the Construction Schedule, all proposed phasing for execution of the work. The phasing must incorporate all aspects of the work and shall reflect coordination with any concurrent projects undertaken by Agency, and any partial occupancy requirements of the Agency.

15.4 Project Schedule Format:

- a. Format: Utilize a horizontal bar chart (ganttt) with a separate bar for each major portion of the Work or operation, identifying first work day of each week.
- b. Program: Use Microsoft Project, latest version.
- c. Sequence of Listings: Utilize the Table of Contents of this Project Manual and the chronological order of the start of each item of work.
- d. Scale and Spacing: Provide space for notations and revisions.
- e. Sheet Size: To be coordinated with Construction Administrator.

15.5 Quality Assurance: The Contractor's Consultant: Retain a knowledgeable person and/or consultant to provide planning, evaluating, and reporting by CPM scheduling. The Agency 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.

15.6 Computer Program for Project Schedules: Use "Microsoft Project" compatible, latest version.

15.7 Standards: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

15.8 Content: Provide the following:

- 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 number.
- c. Identify work of separate phases other 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 Agency furnished products and any products identified as under Allowances.
- g. Coordinate content with Schedule of Values.

15.8.1 Submittals And Revisions To Schedules: Provide the following:

- a. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- b. Identify activities modified since previous submittal, major changes in scope, other identifiable changes.
- c. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.

15.9 Unless otherwise specified under the Contract Documents, the Contractor shall provide a monthly update of the Construction Schedule in the format required by the Agency as well as a disk of the updated Schedule and program. If, in the opinion of the Agency, 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.

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

Article 16
PREFERENCE IN EMPLOYMENT

16.1 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.

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

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

Article 17
MODIFICATION PROCEDURES

17.1 Summary: This Section specifies administrative and procedural requirements for handling and processing contract modifications.

17.2 Minor Changes in the Work: The Architect, through the Construction Administrator, may 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 Agency.

17.3 Proposal Request: The following is the outlined procedure:

- a. Architect/Agency-Initiated Requests For Proposals: The Architect or Agency 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 Agency.
- b. "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.
 - c. Within Seven (7) Calendar Days of receipt of a "Proposal Request", submit an "Change Order Proposal" with the required information necessary to execute the change to the Construction Administrator for the Architect's/Agency's review.
 - d. 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.
 - e. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - f. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.

17.4 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 State of Connecticut, Department of Revenue Services can guide you as to which services are exempt and which are not.

- a. The State of Connecticut construction contract has the following tax exemptions:
- b. Purchasing of materials which will be physically incorporated and become a permanent part of the project.
- c. Tools, supplies and equipment used in fulfilling the construction contract are not exempt.
- d. Services that are resold by the contractor are exempt, i.e. if a General Contractor hires a plumber, to be integral and inseparable component parts of the building contract.
- 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.

17.5 Requests for Information: In the event that the contractor, subcontractor or Construction Administrator, determines that some portion of the drawings, specifications, existing site conditions or other contract documents requires clarification or interpretation by the Architect, then

they shall submit a "Request for Information" in writing to the Architect via Construction Administrator. "Requests for Information" shall be submitted on the "Request for Information" forms as required by the Agency. The "Request for Information", shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Architect. The following shall apply:

- a. In the "Request for Information", the writer shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
- b. The Agency acknowledges that this is a complex project. Based upon the Agency's past experience with projects of similar complexity, the Agency anticipates that there will probably be some "Requests for Information" on this project.
- c. The Architect will review all "Requests for Information" to determine whether they are "Requests for Information" within the meaning of this term. If it is determined that the document is not a "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.
- d. A "Requests for Information Response" shall be issued within seven (7) Calendar Days of receipt of the request unless the Agency determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Agency, the Agency will, within seven (7) Calendar Days of receipt of the request, notify the writer of the anticipated response time. If the contractor submits a "Request for Information" on an activity with seven (7) Calendar 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) Calendar Days set forth above.
- e. A "Requests for Information Response" from Architect will not change any requirement of the contract documents. In the event the contractor believes that the "Requests for Information Response" will cause a change to the requirements of the contract document, the contractor shall immediately give written notice to the Construction Administrator stating that the contractor believes the "Requests for Information Response" will result in "Change Order" and the Contractor intends to submit a "Change Order Proposal" request. Failure to give such written notice immediately shall

waive the contractor's right to seek additional time or cost under the requirement these Requirements.

17.6 Change Order Proposal: When either a "Request for Information" from the Contractor or a "Proposal Request" from the Architect or Agency 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 Agency. These forms shall also include "Change Order Proposal Worksheets" as required by the Agency. The following shall apply:

- a. 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.
- b. 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.
- c. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
- d. Comply with requirements in Equals and Substitutions if the proposed change requires an equal or substitution of one product or system for a product or system specified.

17.7 "Change Order Request" Forms: Use "Change Order Proposal" and "Change Order Proposal Worksheets" forms as required by Agency.

17.8 Construction Change Directive: When the Agency 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" as authorized by the Agency on the form required by the Agency. The "Construction Change Directive" instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a "Change Order".

17.8.1 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. The Contractor shall maintain detailed records on a time and material basis of work required by the "Construction Change Directive".

After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract. The final value shall be negotiated based on the supporting data to determine the value of the work.

17.9 Change Order Procedures: Upon the Agency's approval of a Contractor's "Change Order Proposal", the Construction Administrator will issue a "Change Order" for signatures of the Architect, Agency and the Contractor on "Change Order" form as required by the Agency.

Article 18 **COMPENSATION FOR CHANGES** **IN THE WORK**

18.1 At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Agency, 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.

18.2 Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive. 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.

18.3 If such Change Orders make 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 18.

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

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

18.6 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:

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

18.6.1.1 Unit Price: As stated in the Contract Documents.

18.6.1.2 Unit Price: As subsequently agreed upon by the Contractor and Agency.

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

18.6.1.3.1 Labor (Contractor's or Subcontractor's own forces).

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

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

18.6.1.3.3.1 Workers Compensation.

18.6.1.3.3.2 Federal Social Security.

18.6.1.3.3.3 Connecticut Unemployment Compensation.

18.6.1.3.3.4 Fringe Benefits.

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

18.6.1.3.5 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.

18.6.1.3.6 Trade related equipment, hand tools and power tools, normally supplied with the labor are not compensable.

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

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

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

\$15,001 to \$25,000	15%
\$25,000 and greater	12%

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

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

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

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

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

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

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

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

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

18.7 Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by a written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond. Such claims shall be held and calculated at the end of construction activities and to be included under Final Payment.

18.8 If Unit Prices are not applicable and the parties cannot agree upon a lump sum, then the Agency, through the Construction Administrator take the following action(s):

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

18.8.1.1 Labor (Contractor's or Subcontractor's own forces).

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

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

- 18.8.1.3.1** Workers Compensation.
- 18.8.1.3.2** Federal Social Security.
- 18.8.1.3.3** Connecticut Unemployment Compensation.
- 18.8.1.3.4** Fringe Benefits.

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

18.8.1.5 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.

18.8.2 Issue a Change Order adjusting the Contract Sum in the amount as determined by the Agency.

18.9 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 Agency 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 Agency reserves the right to access and make copies of the Contractor's records at any time upon written request to the Contractor.

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

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

18.12 Failure of the Contractor to negotiate in good faith issues of time and costs and failure to provide requested documentation within (14) fourteen calendar days, or a time period accepted by the Agency, shall constitute a waiver by the Contractor of any claim. In such cases the Agency may elect to issue a unilateral Change Order in an amount deemed to be fair and equitable by the Agency. 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 Agency, through the Construction Administrator, shall issue a written order for such amount as the Agency finds to be reasonable cost of such Work.

Article 19 **DELETED WORK**

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

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

Article 20 **MATERIALS: STANDARDS**

20.1 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.

20.2 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 Agency 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 Agency as an exception.

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

20.3.1 30 days for projects having a Contract Time duration of 180 days or less.

20.3.2 60 days for projects having a Contract Time duration of 181 days to 360 days.

20.3.3 90 days for projects having a Contract Time duration of 361 days or greater.

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

20.4.1 Acceptance or non-acceptance of the adequacy of the submission and required back-up,

20.4.2 Determination of the category of the request for Substitution or Equal, and

20.4.3 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 Agency.

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

20.6 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 Agency when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied.

20.7 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.

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

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

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 forty-eight (48) hours in advance to the test/inspection as applicable.

21.2 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.

21.3 Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Agency's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services. Such services include Special Inspections as required by the latest adoption of the "Connecticut State Building Code".

21.4 Where the Agency 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 Agency will engage the services of a qualified Special Inspector for this project. The Special Inspector, as a representative of the Agency, shall document and confirm compliance with the provisions of the Connecticut State Building Code for Special Inspections.

21.5 Materials and assemblers 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.

21.6 The Agency 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 Codes.

Article 21 **QUALITY CONTROL**

21.1 Contractor Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, the Agency, through the Construction Administrator, shall provide inspections, tests, and other quality-control services

21.7 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.

.7.1 The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated noncompliance with Contract Document requirements.

21.7.2 The Agency will issue a credit change order to cover all costs incurred related to all re-tests/re-inspection due to non-compliance to the contract documents, including but not limited to the Agency's costs and the Consultants costs.

21.8 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:

- a. Provide access to the Work.
- b. Furnish incidental labor and facilities necessary to facilitate inspections and tests.
- c. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
- d. Provide facilities for storage and curing of test samples.
- e. Deliver samples to testing laboratories.
- f. Provide an approved design mix proposed for use for material mixes that require control by the testing agency.
- g. Provide security and protection of samples and test equipment at the Project Site.

21.9 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.

21.9.1 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.

21.9.2 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.

21.9.3 The testing agency shall not perform any duties of the Contractor.

21.10 Agency 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:

- a. When the Contractor notifies the Construction Administrator and/or Testing Agency less than twenty-four (24) hours before the expected time of testing.
- b. When the Contractor requires testing for his own convenience.
- c. When the Contractor schedules a test and is not ready for the required test.

21.11 Fire Alarm/Acceptance Testing Procedures: The Contractor shall follow the "Acceptance Testing Procedures" as provided by the Agency prior to Acceptance Testing.

21.11.1 Submittals: 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.

21.11.2 Submit additional copies of each written report directly to the governing authority, when the authority so directs.

21.11.3 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.

21.12 Quality Assurance: Engage inspection and testing service agencies, including independent testing laboratories, that are pre-qualified as complying with the National Voluntary Laboratory Accreditation Program and that specialize in the types of inspections and tests to be performed.

21.12.1 Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.

21.13 Repair and Protection: 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 1 Section "Cutting and Patching."

21.13.1 Protect construction exposed by or for quality-control service activities, and protect repaired construction.

21.13.2 Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

Article 22 **INSPECTION AND TESTS**

22.1 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 Agency, and any authorities have jurisdiction.

22.2 All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and test by the Agency 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 Agency 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 Agency 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 Agency.

22.3 Without additional cost to the Agency, the Contractor shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and check-out of the Work. The Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make all such testing safe and convenient.

22.4 If, at any time before Final Completion and Final Acceptance of the Work, the Agency 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 Agency, 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 Agency or its representatives (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 Agency's and the Construction Administrator's administrative costs, and other costs for services of other consultants.

Article 23
ROYALTIES AND PATENTS

23.1 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 Agency.

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

Article 24
SURVEYS, PERMITS AND REGULATIONS

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

24.2 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.

24.3 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.

24.4 If underground utilities may involve part of the Work, the Contractor shall obtain the services of a qualified underground utility locating firm, at no cost to the Agency, to verify locations of underground utilities, to provide safety, protect the Work and protect the workmen as necessary to perform the Work.

Article 25
**PROTECTION OF THE WORK,
PERSONS AND PROPERTY**

25.1 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 Agency.

25.2 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.

25.3 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", and the standards of the Connecticut Labor Department and Occupational Safety and Hazard Association (OSHA).

25.4 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.

25.5 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 Agency by the Contractor at the commencement of the Contract.

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

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

25.8 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.

25.9 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.

25.10 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 Agency.

Article 26
TEMPORARY UTILITIES

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

Article 27
CORRECTION OF WORK

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

27.2 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.

27.3 If the Contractor, after receipt of notice from the Agency, 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.

27.4 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 Agency 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 Doc-

uments, the Contract sum shall be reduced by such amount as, in the judgment of the Agency, shall be equitable.

27.5 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 Agency, shall be completed within 60 days of established Substantial Completion date.

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

27.7 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 28
STARTING SYSTEMS

28.1 General: The Contractor shall provide the following:

- a. Coordinate schedule for start-up of various equipment and systems with the Construction Administrator and Agency.
 - b. Provide written notification to the Construction Administrator fourteen (14) Calendar Days prior to start-up of each item.
 - c. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, and control sequence for other conditions that may cause damage.
 - d. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
 - e. Verify in wiring and support components are complete and tested.
 - f. Execute the start-up under supervision of manufacturer's representative, in accordance with manufacturer's instructions.
 - g. When referenced in individual specification sections, require manufacturer to provide an authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
 - h. Submit a written report that the equipment or system has been properly installed and is functioning properly.
- d. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Architect/Engineer and Agency Personnel in detail to explain all aspects of operation and maintenance.
 - e. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, and maintenance, and shutdown of each item at agreed upon scheduled time and at equipment or designated location.
 - f. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during demonstration.

28.2 Demonstration and Instructions: The Contractor shall provide the following:

- a. Demonstrate operation and maintenance of Products to Architect/Engineer and Agency Personnel two (2) weeks prior to substantial completion. Provide a VHS type video record of all demonstrations.
- b. Demonstrate Project equipment and instruct in a classroom environment at location designated by the Construction Administrator and instructed by a qualified manufacturer's representative who is knowledgeable about the project.
- c. For equipment or systems requiring seasonal operation perform demonstration for season within six (6) months.

28.3 Testing Adjusting, and Balancing: The Contractor will employ and pay for the testing services of an independent consultant to verify the testing, adjusting, and balancing.

28.3.1 Reports will be submitted by the independent testing consultant to the Construction Administrator indicating observations and results of tests and indicating compliance or non-compliance with the requirements of the Contract Documents.

28.3.2 The Agency may employ and pay for the services of an independent consultant to verify testing, adjusting, and balancing which was performed by the Contractor.

Article 29
GUARANTEES and WARRANTIES

29.1 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.

29.2 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 Agency's recourse.

Article 30
CUTTING, FITTING, PATCHING AND DIGGING

30.1 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 Agency and in accordance with the Plans and Specifications.

30.2 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 Agency, neither the Contractor nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

Article 31
CLEANING UP

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

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

Article 32
ALL WORK SUBJECT TO CONTROL OF THE AGENCY

32.1 The Agency hereby declares that only authorized representatives may act in matters involving the Agency's or Architect'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 Agency. In all such matters, the provisions of Articles 13 and 14 herein shall guide the Agency.

32.2 In no event may the Contractor act on any instruction of the Agency without written consent of the Agency. 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 Agency.

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

32.4 The Agency shall determine the amount, quality, acceptability and fitness of all parts of the work, shall interpret the plans, specifications, Contract Documents and ex-

tra work orders and shall decide all other questions in connection with the Work.

32.5 The Contractor shall employ no plant, equipment, materials, methods or persons to which the Agency objects and shall remove no plant materials, equipment or other facilities from the site of the Work without the permission of the Agency.

Article 33
CONSTRUCTION ADMINISTRATOR

33.1 The Construction Administrator employed by the Agency 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.

33.2 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 Agency in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

33.3 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 noncompliant portion of the Work until the dispute can be referred to and decided by the Agency.

33.4 The Construction Administrator is referred to in the Contract Documents as "Construction Administrator" or "Construction Manager" or by pronouns which imply it. All communications concerning the project will be directed through the Construction Administrator or a designated representative(s).

33.5 The Construction Administrator is the Agency's Agent who will, among other things, monitor the Project including Contractor's performance, scheduling and construction, process shop drawings, material, and equipment submittals, review and process periodic billings, review and recommend cost changes.

33.6 The Construction Administrator will process all requests for information, interpretations and decisions regard-

ing the meaning and intent of the Contract Documents, consulting with appropriate parties prior to rendering the interpretations or decisions to the Contractor. All such requests and replies shall be in writing.

Article 34
SCHEDULE OF VALUES,
APPLICATION FOR PAYMENT

34.1 Immediately after the signing of the Contract, the Contractor shall furnish for the use of the Agency 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 Agency. 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 Agency, the Contractor shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

34.2 Submit the "Schedule of Values" to the Construction Administrator at the earliest possible date but no later than (7) seven Calendar Days after the Contract Award. The Schedule of Values is the basis for estimating partial payments. The Contractor shall furnish for the approval of the Construction Administrator and Architect, an accurate and certified Schedule of Values, broken down into quantities and unit costs for the various parts of the Work. The breakdown shall include a complete definition of all activities, systems and components that form the project. The use of lump sum or grouping of activities shall not be allowed without the written consent of the Construction Administrator. It shall be CAD generated, in a format provided by the Construction Administrator, divided as may be directed and it shall aggregate the total sum of the Contract. Also include a 3-1/2" computer diskette of the original and revised schedule to the Construction Administrator. If requested, the Contractor shall submit evidence supporting this Schedule.

34.3 A separate "Schedule of Value" shall be provided for each Phase as identified in the Supplementary General Conditions and General Requirements - Section 01010 Summary of Work, Work Sequence - Phase(s).

34.4 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 of the Specification Section on electronic media printout.

34.5 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.

34.6 Arrange the "Schedule of Values" in tabular format as required by the Agency, 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.
- d. Name of subcontractor.
- e. Name of manufacturer or fabricator.
- f. Name of supplier.
- g. Retainage.
- h. Contract sum in sufficient detail.

34.7 Provide for the Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent. 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.

34.8 Round amounts to nearest whole dollar; the total shall equal the Contract Sum.

34.9 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.

34.10 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 shall be shown as separate line items in the Schedule of Values.

Article 35

APPLICATION OF PAYMENTS: GENERAL

35.1 Applications for Payment - General: 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 Agency.

35.1.1 The initial "Application for Payment", the "Application for Payment", at time of "Substantial Completion", and the final "Application for Payment", involve additional requirements.

35.1.2 Payment-Application Terms: The Agency will process monthly progress payments. The Contractor may submit applications for payment on a monthly basis.

35.1.3 Payment-Application Forms: Use the "Application for Payment" form as required by the Agency. Present the required information on electronic media printout in the approved Agency Form, multiple pages should be used if required.

35.1.4 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

35.2 Application Preparation: Complete every entry on the form. Include final payment only and execution by a person authorized to sign legal documents on behalf of the Contractor. The Construction Administrator will return incomplete applications without action. Verify that entries match data on the "Schedule of Values" and include amounts of Change Orders.

35.3 Approval of the Schedule of Values by the Agency is required prior to any payment by the Agency.

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

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

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

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

35.6 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 Agency.

35.7 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:

- a. List of subcontractors and suppliers' name, FEIN/Social Security numbers, and Connecticut Tax Registration Numbers.
- b. List of principal suppliers and fabricators.
- c. Schedule of Values.
- d. Contractor's Construction Schedule.
- e. Schedule of principal products.
- f. Submittal Schedule.
- g. List of Contractor's staff assignments.
- h. List of Contractor's principal consultants.
- i. Copies of all applicable permits.
- j. Copies of authorizations and licenses from governing authorities for performance of the Work.
- k. Initial as-built survey and damage report, if required.
- l. Certified Payrolls.

Article 36

PARTIAL PAYMENTS

36.1 The Agency and their representatives will examine the Contractor's applications for payments to determine, in the opinion of the Agency, the amounts that properly represent the value of the Work completed and for the materials suitably stored on the site.

36.2 In making such Application For Payment for the Work, there shall be deducted **(7.5%) seven and a half percent** of the amount of each payment to be retained by the Agency until Final Completion.

36.3 At the sole discretion of the Agency, and after completion and acceptance of (50%) fifty percent of the value of the Work, and if the character and progress of the Work remain satisfactory, the retained portion of the Application for Payments may be reduced to five percent (5%) of total payments. The minimum total amount of payment retained, prior to the Final Payment shall not be less than five percent (5%) of the Contract Sum.

36.4 The decision of the Agency to reduce the retainage rate will be based upon the Contractor's performance for completed portions of the Work as set out below and other factors the Agency may find appropriate:

36.4.1 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 Agency's and/or Architect's comments on the submitted material resulting in an appropriate basis for progress of the Work.

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

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

36.4.4 The Work completed to date has been installed or finished in an acceptable manner which is satisfactory to the agency.

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

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

Article 37

APPLICATION FOR PAYMENT at SUBSTANTIAL COMPLETION

37.1 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 Agency. Present the required information on electronic media printout.

37.1.1 This application shall reflect Certificates of Partial Substantial Completion issued previously for Agency occupancy of designated portions of the Work.

37.2 Administrative actions and submittals that shall precede or coincide with this application include, but are not limited to, the following:

- a. Occupancy permits and similar approvals.
- b. Warranties (guarantees) and maintenance agreements.
- c. Test/adjust/balance records.
- d. Maintenance instructions.
- e. Meter readings.
- f. Startup performance reports.
- g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
- h. Final cleaning.
- i. Consent of surety.
- j. Advice on shifting insurance coverage.
- k. Final progress photographs.
- l. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
- m. Change of door locks to Owner's access.

Article 38
FINAL APPLICATION FOR PAYMENT

38.1 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:

- a. Completion of Project Closeout requirements.
- b. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion.
- c. Ensure that unsettled claims will be settled.
- d. Ensure that incomplete Work is not accepted and will be completed without undue delay.
- e. Transmittal of required Project construction records to the Owner.
- f. Certified property survey.
- g. Proof that taxes, fees, and similar obligations were paid.
- h. Removal of temporary facilities and services.
- i. Removal of surplus materials, rubbish, and similar elements.
- j. The requirements of the General Conditions and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment.
- k. Asbestos, Lead or other hazardous material manifests.
- l. Completion of "Building Contractor Reporting Form" for all Contractors, Subcontractors, Vendors, Suppliers, etc. who work on the Contract. The form includes the following information:
 - Contractor/Subcontractor name,
 - FEIN/Social Security Numbers, Connecticut Tax Registration Numbers, Type of work, Name of business and address, Remittance address.
- m.

Article 39
DELIVERY OF STATEMENT SHOWING
AMOUNTS DUE FOR WAGES, MATERIALS AND
SUPPLIES

39.1 For each Application for Payment under this Contract, the Agency reserves the right to require the Contractor and every Subcontractor to submit a written verified statement, in a form satisfactory to the Agency, showing in detail all amounts then due and unpaid by such Contractor or Subcontractor for daily or weekly wages to all laborers em-

ployed by him for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

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

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

Article 40
CONTRACT CLOSEOUT

40.1 Substantial Completion: Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.

- a. 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.
 - i. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - ii. 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.
- b. Advise the Agency of pending insurance changeover requirements.
- c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
- d. Obtain and submit releases enabling the Agency unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
- e. Submit record drawings, maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
- f. Deliver tools, spare parts, extra stock, and similar items.
- g. Make final changeover of permanent locks and transmit keys to the Agency.

- Advise the Agency's personnel of changeover in security provisions.
- h. Demonstration, through operation and testing, the functions of all systems and/or equipment to the satisfaction of the Agency for compliance to the contract. Complete testing of systems, and instruction of the Agency's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
 - i. Complete final cleanup requirements, including touchup painting.
 - j. Touch up and otherwise repair and restore marred, exposed finishes.

40.1.1 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, there are extensive punchlist items and as the items listed above are not complete, the Construction Administrator, Architect, and Agency will determine the inspection has failed.

40.1.2 The Contractor is responsible for all costs to re-inspect due to a failed inspection. The Agency will issue a deduct change order to cover all costs for re-inspection.

- a. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
- b. Results of the completed inspection will form the basis of requirements for final acceptance.

40.2 Final Acceptance: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

- a. 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.
- b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
- c. 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.
- d. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Agency took possession of and assumed responsibility for corresponding elements of the Work.
- e. Submit consent of surety to Final Payment.
- f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

40.2.1 Reinspection 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 Agency.

40.2.2 Upon completion of reinspection, the Construction Administrator will prepare a certificate of final 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.

40.3 Record Document Submittals: Do not use record documents for construction purposes. Protect Record Documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours. Keep documents current; do not permanently conceal any work until required information has been recorded. Failure to keep documents current is sufficient cause to withhold progress payments.

40.3.1 The Contractor shall also hire the services of a Surveyor registered in the State of Connecticut to conduct a final survey to determine the location of exterior underground utility lines and to record the results, and update existing electronic media.

40.3.2 The record of exterior underground utilities shall be made at the time of installation on Mylar film drawing and AutoCAD (latest version) compatible disks. The drawing shall bear the seal of the Land Surveyor and a statement of accuracy.

40.4 Record Drawings: The Contractor shall maintain one 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. The Contractor shall provide the following:

- a. Mark record sets with erasable pencil to distinguish between variations in separate categories of the Work.
- b. Mark all new information that is not shown on Contract Drawings.
- c. Note related change-order numbers where applicable.
- d. 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.
- e. Upon completion of the work, the Contractor shall submit Record Drawings to the Construction Administrator for the Agency's Records who will pass them on to the Architect or Engineer for transferring the changes to the Record Drawing Mylar Tracings.
- f. Submit electronic format data of all revised drawings on CD-ROM format and in AutoCAD (latest version) compatible format.

40.5 Record Specifications: The Contractor shall maintain one complete copy of the Project Manual, including Addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction. The Contractor shall provide the following:

- a. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
- b. 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.
- c. Note related record drawing information and Product Data.
- d. Upon completion of the Work, submit record Specifications to the Construction Administrator for the Agency's records.

40.6 Record Product Data: The Contractor shall maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications. The Contractor shall provide the following:

- a. 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.
- b. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
- c. Upon completion of markup, submit complete set of Record Product Data to the Construction Administrator for the Agency's records.

40.7 Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Construction Administrator, Architect and the Agency's personnel at the Project Site to determine which Samples are to be transmitted to the Agency for record purposes. Comply with the Agency's instructions regarding delivery to the Agency's Sample storage area.

40.8 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 Agency's records.

40.9 Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder according to section 01730. Included but not limited to the following types of information:

- a. Emergency instructions.
- b. Spare parts list.
- c. Copies of warranties.
- d. Wiring diagrams.
- e. Recommended "turn-around" cycles.
- f. Inspection procedures.
- g. Shop Drawings and Product Data.
- h. Fixture lamping schedule.
- i. MSDS Sheets for all material used and or placed within the Project.

40.10 Closeout Procedures: Arrange for each Installer of equipment that requires regular maintenance to meet with the Agency'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:

- a. Maintenance manuals.
- b. Record documents.
- c. Spare parts and materials.
- d. Tools.
- e. Lubricants.
- f. Fuels.
- g. Identification systems.
- h. Control sequences.
- i. Hazards and hazardous materials.
- j. Cleaning.
- k. Warranties and bonds.
- l. Maintenance agreements and similar continuing commitments.
- m. Copy of all submittals.

40.10.1 As part of instruction for operating equipment, the Contractor shall demonstrate the following procedures:

- a. Startup.
- b. Shutdown.
- c. Emergency operations.
- d. Noise and vibration adjustments.
- e. Safety procedures.
- f. Economy and efficiency adjustments.
- g. Effective energy utilization.

40.11 Final Cleaning: The General Conditions requires general cleaning during construction. Regular site cleaning is included in Division 1 Section 01570 "Cleaning".

40.11.1 The Contractor shall employ experienced workers or 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. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and Certification of Occupancy.

Interior:

- a. Remove labels that are not permanent labels.
- b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.
- c. Clean exposed interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
- d. Wash washable surfaces of mechanical, electrical equipment and fixtures and replace filters, clean strainers on mechanical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.

- Exterior:
- e. Clean and polish finish hardware.
 - f. Clean and polish tile and other glazed surfaces.
 - g. Clean floors; wax and buff resilient tile. Clean vinyl or rubber base.
 - h. Vacuum and/or dust walls, ceilings, lighting fixtures, ceiling diffusers and other wall and ceiling items.
 - i. Remove defacements, streaks, fingerprints and erection marks.
- 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. Clean roofs, gutters and downspouts.
 - d. Remove waste and surplus materials, rubbish and construction equipment and facilities from the site, and deposit it legally elsewhere.
 - e. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.

40.12 Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the work of rodents, insects, and other pests.

40.13 Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.

40.14 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 Agency's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.

40.15 Where extra materials of value remain after completion of associated Work, they become the Agency's property. Dispose of these materials as directed by the Construction Administrator.

40.16 Leave building clean and ready for occupancy. If the Contractor fails to clean up, the Agency may do so, with the cost charged to the Contractor. The Agency will issue a credit change order to cover the costs.

Article 41 **OPERATION AND MAINTENANCE DATA**

41.1 The Contractor shall instruct the State's designated personnel in the operation of new equipment and shall provide manuals and provide video tapes of this basic maintenance of the equipment for training purposes. Provide qualified personnel for as long as necessary to instruct the Agency's personnel.

41.2 Submit four copies of the manuals in 3-ring, loose-leaf notebooks to the Architect/Engineer for approval. Manuals may consist of plain paper copies of approved shop drawings and catalog cuts. Upon completion and approval, 3 copies will be forwarded to the Agency and one copy retained by the Architect/Engineer.

41.2.1 Manuals shall include:

41.2.1.1 Operating Procedures:

- a. Typewritten procedures for each mode of operation of each piece of equipment. Procedures shall indicate the status of each component of a system in each operating mode.
- b. Procedures shall include names, symbols, valve tags, circuit numbers, schematic wiring diagrams, locations of thermostats, manual starters, control cabinets and other controls of each system.
- c. Emergency shut-down procedures for each piece of equipment or system, both automatic and manual, as appropriate.

41.2.1.2 Maintenance Schedule:

- a. Typewritten schedule describing manufacturers schedule of maintenance and maintenance procedures.

41.2.1.3 Catalog Cuts:

- a. To illustrate each piece of installed equipment, including options.
- b. Include equipment descriptions including physical, electrical and mechanical; performance characteristics; installation or erection diagrams.
- c. Include spare parts numbers and names, address and phone number of manufacturer; name, address and phone number of local representative or service department.

41.3 Typewritten list of all subcontractors on the project, including name, address and phone number of local representative or service department.

41.4 Manuals shall be indexed with dividers indicating each system or piece of equipment.

Article 42

COMPLETION AND ACCEPTANCE

42.1 Substantial Completion:

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

42.1.2 Upon receipt of the request, the Architect,

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

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

42.1.4 When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Agency. 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 Agency and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate.

42.1.5 The Certificate of Substantial Completion shall be signed by the Contractor, Construction Administrator, Agency, and Architect.

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

42.2 Final Completion:

42.2.1 Upon Final Completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for Final Inspection and Acceptance and shall also forward to the Construction Administrator, a Final Application for Payment. Upon determination by the Agency that all the Work is complete, the Agency will issue a Certificate of Completion and Acceptance.

42.2.2 When the Work has been completed in accordance with terms and conditions of the Contract Documents a Certificate of Completion shall be issued to be signed by the Contractor, Construction Administrator, Architect and Agency.

Article 43

FINAL PAYMENT

43.1 The Agency reserves the right to retain for a period of thirty (30) days after filing and acceptance of the Certificate

of Completion and Acceptance the amount therein stated less all prior payments and advances whatsoever to or for the account of the Contractor.

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

43.3 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.

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

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

43.6 Neither Final Payment nor any remaining retained percentage shall become due until the Contractor submits to the Agency the following:

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

43.6.2 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 Agency.

43.6.3 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.

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

43.6.5 If required by the Agency, 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 Agency. If a Subcontractor refuses to furnish a release or waiver required by the Agency, the Contractor may furnish a bond satisfactory to the Agency to indemnify the Agency against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall

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

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

Article 44 **AGENCY'S RIGHT TO WITHHOLD PAYMENTS**

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

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

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

44.1.3 To protect the Agency 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.

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

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

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

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

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

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

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

44.4.5 If required by the Agency, 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 Agency.

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

Article 45 **AGENCY'S RIGHT TO STOP WORK OR** **TERMINATE CONTRACT**

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

45.1.1 If the Agency, 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 Agency in writing a request for a Contract adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.

45.1.2 The Agency shall evaluate any such requests received. If the Agency 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 Agency will make a reasonable adjustment, excluding profit, of the Contract terms. The Agency will notify the Contractor of the determination as to what adjustments of the Contract, if any, that the Agency deems warranted.

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

45.1.4 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.

45.2 Notwithstanding any provision or language in the Contract to the contrary, the State may terminate the Contract whenever the Agency determines at their 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.

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

45.2.2 Materials obtained by the Contractor for the Work that have been inspected, tested as required, and accepted by the Agency, and that are not incorporated into the Work, shall, at the option of the Agency, 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 Agency, as shown by actual cost records.

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

Article 46
SUBLETTING OR ASSIGNING OF CONTRACT

46.1 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 Agency.

46.2 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 47
CONTRACTOR'S INSURANCE

47.1 The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00300 CERTIFICATE OF INSURANCE and 00020 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of the Contract Documents and until the insurance has been approved by the Agency. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Agency or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Agency unless otherwise directed in writing. Presented below is a narrative summary of the insurance required.

47.1.1 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) must also be included when applicable to the Work to be performed. The State of Connecticut and Eastern Connecticut State University shall be named as an Additional Insured. This coverage shall be provided on a primary basis.

47.1.2 Agency'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 and Eastern Connecticut State University.

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

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

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

47.1.6 Builder's Risk insurance, if required, will be stated in SECTION 00020 BID PROPOSAL FORM, subsection 4.4.3 of this Project Manual.

47.1.7 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.

47.1.8 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 and Eastern Connecticut State University 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.

47.2 Each insurance policy required to be maintained by the Contractor except Workers' Compensation and Automobile Liability shall endorse the State of Connecticut and Eastern Connecticut State University as an Additional Insured. Additional Insured endorsements shall provide coverage on a primary basis.

47.3 When required to be maintained, the Builder's Risk and Inland Marine/Transit Insurance policy shall endorse the State of Connecticut and Eastern Connecticut State University as a Loss Payee.

47.4 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 Agency prior to any cancellation or non-renewal.

47.5 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.

47.6 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.

47.7 Hold Harmless Provisions: The Contractor shall at all times indemnify and save harmless the State of Connecticut, Eastern Connecticut State University, 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, materialmen, 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 Agency.

Article 48
FOREIGN MATERIALS

48.1 Preference shall be given to articles or materials manufactured or produced in the United States, conditions of quality and price with duty being equal.

48.2 Only domestic articles or materials will be used unless a statement is submitted with the proposal that enumerates the foreign articles of materials proposed to be used and such proposal is accepted by the Agency. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

Article 49
MATERIALS AND EQUIPMENT CONTROLS

49.1 Materials and Equipment: Shall be delivered to the project site, 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. **DO NOT DELIVER MATERIALS TO THE AGENCY'S SHIPPING & RECEIVING LOADING DOCKS.**

49.1.1 Promptly inspect shipments to assure that products comply with requirements, that quantities are correct and products are undamaged.

49.1.2 Packages, materials and equipment showing evidence of damage will be rejected and replaced at no additional cost to the Agency.

49.2 Storage and Protection: The Contractor shall provide the following:

- a. Store products in accordance with manufacturers' instructions with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity range required by manufacturer.
- b. 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.
- c. Store loose granular material on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- d. 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.
- e. Stone, masonry units and similar materials shall be stored on platforms or dry skids and shall be adequately covered and protected against damage.
- f. The Contractor shall prepare, as directed by the Agency, one area or space in the building for storage of State-owned equipment.

Article 50
IDENTIFICATION BADGES

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

- a. 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. Update and correct the records of all badges issued on a semi-monthly basis.

- b. 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.
- c. 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.

Article 51
HOURS OF WORK

51.1 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.

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

Article 52
DAYS OF WORK

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

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

Article 53
CONTRACT TIME

53.1 The Contract Time is the number of calendar days, allotted in the Bidding Documents, for execution and Substantial Completion of the Work, including authorized ad-

justments thereto. The Contract Time is the sum of all working and non-working calendar days.

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

Article 54
CALENDAR DAY

54.1 This is each day of the calendar.

End of Section