

**CONTRACT**

**CONTRACT FOR:** 19MIL22301  
NEW LONDON ARMORY BOILER AND WATER HEATER REPLACEMENT  
249 Bayonet Street, New London, CT 06320-3905

Dated as of January 15, 2020 by and between the **State of Connecticut, Military Department** (herein called the "State") acting herein by its Commissioner, Military Department authorized to enter into this Agreement pursuant to CGS 4b-52 and Public Act No. 16-110, An Act Concerning State Military Construction Projects and ALL STATE CONSTRUCTION, INC (herein called the "Contractor").

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

**1. CONTRACT AND CONTRACT DOCUMENTS:**

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

**2. SCOPE OF THE WORK:**

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

**3. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA:**

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

**PLANS: Prepared by:** Salamone and Associates, P.C. 116 North Plains Industrial Road, Wallingford, CT  
**SPECIFICATIONS:** JANUARY 9, 2019  
**ADDENDA:** 1 THROUGH 5

**4. COMPENSATION TO BE PAID THE CONTRACTOR**

The State will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligation hereunder the sum of SIX HUNDRED NINETEEN THOUSAND Dollars and 00/100 (\$ 619,000.00).

**5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC FORM 10.

Pursuant to CGS #4e-29, each contract of a State contracting agency shall provide that a State contracting agency may, at reasonable times, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded by the State to ensure compliance with the contract.

Pursuant to CGS #4e-14, each contract of a State contracting agency that takes effect on or after June 1, 2010, shall contain provisions to ensure accountability, transparency and results based outcomes, as prescribed by the State Contracting Standards Board.

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

☒ Original Contract  
☐ Amendment #  
 (For Internal Use Only)

### SIGNATURES AND APPROVAL

#### Contractor

ALL STATE CONSTRUCTION INC.

Contractor (Corporate/Legal Name of Contractor)

PETE PARE 11/31/20  
 Signature (Authorized Official) Date

PETE PARE, EXECUTIVE V.P.

(Typed/Printed Name and Title of Authorized Official)

#### State of Connecticut Military Department

Connecticut Military Department

Francis S. Evon, Jr. JANUARY 31, 2020  
 Signature (Authorized Official) Date

FRANCIS S. EVON, JR., MAJOR GENERAL, THE ADJUTANT GENERAL  
 (Typed/Printed Name and Title of Authorized Official)

#### State of Connecticut Attorney General (Approved as to form)

Joseph Rubin  
 Assistant Deputy Attorney General

2/19/20

### **SUBCONTRACT AGREEMENT FORM**

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

**Sec. 4b-96. (Formerly Sec. 4-137g). Subcontract, form. Procedure on failure of subcontractor to execute subcontract. General bidder's responsibilities.**

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

(See page 2)

**SUBCONTRACT**

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

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

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

Supplemental No. (s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

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

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

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

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

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

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

**SEAL**

(Type in Name of Subcontractor here)

**WITNESS:** \_\_\_\_\_ **By:** \_\_\_\_\_ / /  
Its \_\_\_\_\_, Duly Authorized Date  
**Print Name:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**SEAL**

(Type in Name of Contractor here)

**WITNESS:** \_\_\_\_\_ **By:** \_\_\_\_\_ / /  
Its \_\_\_\_\_, Duly Authorized Date  
**Print Name:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**SECTION 12**  
**Minority Business Enterprise Goals and Timetables.**

**Attachment III**

**Small Contractor and Minority Business Enterprise Goals and/or "Good Faith Effort"**

Total Project Value is \$ 619,000. Project has SBE requirement of 25 %, which include MBE requirement of 6.25 %; OR, Project requires only "good faith effort" for MBE contractors \_\_\_\_\_.

A. Please identify MBE/WBE/DisBE subcontractors who will participate on the project.

Company Name	Address	DAS Certification Type (MBE/WBE/DisBE)	DAS Certification Expiration Date	Contract Value
Park Hardware	Hartford, CT	WBE	6/19/21	\$151,000
New England Masonry & Roofing	Naugatuck, CT	MBE	7/12/20	\$3,448
Oscar's Abatement	Hartford, CT	MBE	3/25/21	\$8,500
			Total amount of MBE, WBE, & DisBE contract values: \$ <u>162,948</u>	(Total amount of MBE, WBE, & DisBE contract values ÷ project value x 100) = <u>26</u> %

B. Please identify SBE contractors who will participate on the project.

Company Name	Address	DAS Certification Type (SBE)	DAS Certification Expiration Date	Contract Value
Coastline Insulation	Monroe, CT	SBE	9/5/20	\$12,500
CPE Electric	Wolcott, CT	SBE	12/20/21	\$16,700
Environmental Testing & Balancing	North Haven, CT	SBE	9/30/20	\$1,800
Superior Painting	Wolcott, CT	SBE	pending	\$5,800
			Total amount of SBE contract values: \$ <u>36,800</u>	Total amount of SBE contract values ÷ project value x 100 = <u>6</u> %
Total amount of all contract values listed in A & B =			\$199,748	Total amount of all contract values listed in A & B ÷ project value x 100 = <u>32</u> %

A current copy of the DAS certificate must be attached to this section for each subcontractor/vendor listed on Attachment III.

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Project Identification: Boiler and Water Heater Replacement
- B. Owner: Connecticut Military Department
- C. Engineer Identification: The Contract Documents, dated January 9 2019, were prepared for this Project by Salamone and Associates, P.C.
- D. Project Directory
  - 1. The Owner's Representative is:
    - Name: George E. Fulton
    - Connecticut Military Department
    - Address: 360 Broad Street, Hartford, CT
    - Phone: 860- 548-3274
  - 2. The Engineer is:
    - Joseph Salamone
    - Salamone & Associates, P.C.
    - 116 North Plains Industrial Road
    - Wallingford, CT 06492
    - (203) 281-6895
- E. The Base Bid includes:
  - 1. Demolition of the boilers, burners, breeching, pumps, piping and water heater.
  - 2. New high efficiency, natural gas fired, condensing hot water boilers, base mounted pumps with VFDs and hot water generators for domestic hot water.
  - 3. Refinishing the boiler room ceilings, walls, floors, stairs etc.
  - 4. Removal of hazardous materials within the boiler room.

**1.3 CONTRACT**

- A. Project will be constructed under a general construction contract.

#### **1.4 USE OF PREMISES**

- A. Minimize damage to all access routes and restore damaged areas to their original conditions.
- B. If removal of walls, fences, structures, utility lines, poles, guy wires or anchors, or other improvements is necessary for passage of the Contractor's equipment, restore to original condition. Notify the Engineer, the Owner, and all utilities of any intended modification or disruption to their property prior to the start of construction and cooperate with them in the scheduling and performing operations.
- C. If, by direct negotiation and bargain with any land owner, lessee or tenant, the right has been secured to use more space or greater privileges in the space provided by the Owner for purposes incidental to the performance of the Work, furnish upon request to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Owner will arise there from. The Owner shall not be liable in any way for any expense incurred by securing any such right to use additional property.
- D. The Contractor shall be responsible for and reimburse the Owner and others for any and all losses, damage or expense which the Owner or others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Owner to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights. The Owner may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Owner against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way and rights of access provided by the Owner.

#### **1.5 WORK HOURS**

Unless prior authorization has been given by the Owner, perform Work weekdays between the hours of 7 am and 3:30 pm.

### **PART 2 - PRODUCTS (Not Used)**

### **PART 3 - EXECUTION**

#### **3.1 PROJECT MEETINGS**



- A. Pre-construction Conference: Prior to the start of construction, attend mandatory pre- construction conference with the representatives of the Engineer, Owner and other interested parties. The time and place shall be arranged by the Owner.
- B. Progress Meetings: During the progress of the Work, attend meetings with the Engineer and Owner to address scheduling and overall job coordination. The frequency of these meetings will be at the discretion of the Engineer and Owner but, no more frequently than weekly.

**END OF SECTION 010100**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**STATE OF CT - MILITARY DEPARTMENT  
PROCUREMENT SERVICES  
NOTICE TO BIDDERS**

**ARTICLE 1 BIDS AND REJECTION OF BIDS:**

1.1 Bids shall be for the complete work as specified and shall include the names of any subcontractors for the four classes of work specified in subsection (a) of C.G.S. § 4b-93 as revised, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the contractor shall be selected on the basis of such bids. It shall be presumed that the bidder intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The bidder's qualifications for performing such work shall be subject to review under C.G.S. § 4b-92, as revised. **For projects estimated to exceed Five Hundred Thousand Dollars (\$500,000.00) in total cost, the bidder must be prequalified by the Department of Administrative Services in the classification specified in the Invitation to Bid.**

1.2 The awarding authority may require the contractor to replace a **Named Subcontractor** whenever the awarding authority determines in their sole discretion that such **replacement** is in the **best interest of the State**.

1.3 Every **bid** which is conditional or obscure, **or which is not accompanied by a Department of Administrative Services Prequalification Certificate and Update Statement**, or which contains any addition not called for, shall be invalid, and the awarding authority shall *reject* every such bid. The awarding authority shall be authorized to waive **minor irregularities** which he considers in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such bid shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which no specific space is provided in the bid form furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by C.G.S. § 4b-95, as revised, to be furnished in the bid form provided by the awarding authority.

No person who's **Subcontract** exceeds five hundred thousand dollars in value may perform work as a Subcontractor on a project *estimated* to cost more than five hundred thousand dollars, unless the person is **prequalified** in accordance with C.G.S. § 4a-100, as amended by **Public Act 06-134**.

1.4 **Projects That Exceed Threshold Limits C.G.S §29-276b:**

Projects designated in **Section 00 41 00, Bid Proposal Form** as "Exceeding the Threshold Limits" must meet **C.G.S §20-341gg Registration of Major Contractors**:

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

The contractor and all subcontractors that engage in work that impacts upon the structural integrity of a structure or addition must register as a **Major Contractor** with the Department Of Consumer Protection and obtain a **Major Contractor** License issued by the Department Of Consumer Protection prior to Bid Due Date/Time of this Project.

For further information visit the Department Of Consumer Protection Website: [www.dcp.state.ct.us](http://www.dcp.state.ct.us)

1.5 **Bids** shall be publicly opened and read by the awarding authority forthwith. The awarding authority *may* require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its **own forces**. The awarding authority *may* also require the contractor to set aside a portion of the contract for subcontractors who are eligible for **set-aside contracts**. The awarding authority shall not permit **substitution** of a subcontractor for one named in accordance with the provisions of said C.G.S. § 4b-95 or **substitution** of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, *except* for **good cause**. The term "good cause" includes but is not limited to a subcontractor's or, where appropriate, a contractor's: (1) Death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a

corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; (7) failure to perform its agreement to execute a subcontract under C.G.S. § 4b-96, as revised.

- 1.6 The **bid price** shall be the price set forth in the space provided on the **bid form**. No bid shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable, or (2) because the plans and specifications do not accompany the bid or are not submitted with the bid. Failure to correctly state a **subcontractor's price** shall be cause for rejection of the bid.
- 1.7 Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the C.G.S. § 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."
- 1.8 In determining bid price, consideration should be given to C.G.S. § 31-53 and 31-55a of the Connecticut General Statutes regarding **annual adjustment of prevailing wage rates**. Annual adjustments of prevailing wage rates will not be considered a matter for a contract amendment.
- 1.9 Any contractor who violates any **provision** of said **C.G.S. § 4b-95** may be **disqualified** from bidding on other contracts that are subject to the provisions of **Chapter 60** of the Connecticut General Statutes, as revised, for a **period** not to exceed twenty-four months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.
- 1.10 **Bids** shall be submitted *only* on the **forms furnished** for the specific project. In *no* event will bids or changes in bids made by telephone, telegraph, facsimile or other communication technology be considered. *Any* bid form omitting or adding items, altering the form, containing conditional or alternative bids, or *without* the original signature of the bidder or its authorized representative, will be *rejected*.
- 1.11 Any bid received *after* the **scheduled closing time** for the receipt of bids will be returned to the bidder unopened.
- 1.12 Any **bid** once deposited with the **Military Department (CT MIL)** may only be **withdrawn** by **letter** of request, signed by the depositing bidder and presented to the **Military Department Supervisor, Bidding and Contracts Unit**, *prior* to the time of opening of any bid for the project designated or identified project.
- 1.13 **Gift And Campaign Contribution Certification:** In accordance with Executive Order 7C, and pursuant to Public Act 11-229, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **\$50,000** or more, shall be required to **electronically upload** a **Gift And Campaign Contribution Certification** prior to or at the time of the bid proposal submission. Instructions on how to electronically upload the **Gift And Campaign Contribution Certification** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online". **The Vendor Guide** can be *found* at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).
- Pursuant to C.G.S. § 4-252(d), and Public Act 11-229, any bidder or proposer that does not **electronically upload** the certification as required under this section shall be disqualified and CT MIL shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.
- Once uploaded, an updated **Gift and Campaign Contribution Certification** shall be **electronically uploaded** within **30 days** of any changes to the submitted information.
- Annually**, on or within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall **electronically upload** a completed **Annual Certification** with authorizing resolution. For the purposes of this paragraph, the execution date of the contract will be the date the Commissioner of CT MIL signs the contract.
- 1.14 **Affirmation of Receipt of State Ethics Laws Summary:** Pursuant to Section 37 of **Public Act 05-287**, when the CT MIL is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, CT MIL shall inform all potential consultant and contractor firms to **electronically download** the **"Guide to the Code of Ethics For Current or Potential State Contractors"** from the website of Office of State Ethics (OSE).

Pursuant to Public Act 11-229, CT MIL is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **electronically upload** prior to or at the time of the bid proposal submission an **"Affirmation of Receipt of State Ethics Laws Summary"** affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law. Instructions on how to electronically upload an **"Affirmation of Receipt of State Ethics Laws Summary"** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online". **The Vendor Guide** can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

Failure to provide this affidavit with the bid proposal shall result in **rejection** of the bid. The **summary** includes a **note** regarding the more stringent CT MIL policy regarding gifts. *If you decide to use the **Ethics Summary** posted on the [OSE web site](#) you must also add to it the **Note** which is set forth below.*

**Note re: MIL Policy:**

*The policy of the Military Department (MIL) in regard to gifts or anything of value is more stringent than the State Ethic Code. Under the CT MIL policy, no employee of CT MIL can directly or indirectly solicit or accept anything of value; other than a cup of coffee or tea, or a bottle of soda or water; from any developer, contractor, consultant, vendor, realtor, or lessor, or any person or organization on their behalf, with who CT MIL has or may have a business relationship. Accordingly, any person, or contractor, consultant, or any other business doing business with or seek do business with CT MIL may not directly or indirectly give anything of value other than a cup of coffee or tea, or a can or bottle of soda or water, to an employee.*

Furthermore, the successful bidder shall provide the **Summary of the State Ethics Laws**, to each **named subcontractor** and any other **subcontractor** or **subconsultant** with a contract valued over \$500,000 and obtain a **Subcontractor and Subconsultant State Ethics Affidavit** that the key personnel of the subcontractor have read, understand, and agree to comply with provisions of the state ethics laws. The successful bidder shall provide such subcontractor(s) affidavit to the Military Department.

- 1.15 Consulting Agreement Affidavit and Certificate (of Authority):** A **Consulting Agreement Affidavit** must be completed and electronically uploaded prior to or at the time of the bid proposal submission for contracts with a value of \$50,000 or more. A **Certificate (of Authority)** shall be submitted with the bid proposal to CT DAS Procurement Services for contracts with a value of \$50,000 or more.

Instructions on how to electronically submit the **Consulting Agreement Affidavit** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": **The Vendor Guide** can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

Once uploaded, an updated **Consulting Agreement Affidavit** shall be **electronically uploaded** within **30 days** of any changes to the submitted information. Once uploaded, the Affidavit shall be updated and submitted as required by the Office of Policy and Management and the Connecticut Department of Administrative Services. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of CT MIL signs the contract.

In the event that a bidder or vendor *refuses* to submit the *affidavit* required under Conn. Gen. Stat. § 4a-81, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought.

The **Certificate (of Authority)** can be found in **Section 00 40 14 Certificate (of Authority)**.

- 1.16 State Election Enforcement Commission:** With regard to a State contract as defined in **P.A. 07-01** having a value in a calendar year of \$50,000 or more or a combination or series of such **agreements** or **contracts** having a value of \$100,000 or more, the **authorized signatory** to this

**submission** in response to the State's solicitation expressly **acknowledges receipt** of, and must submit to DAS Procurement Services with the bid proposal submission, the **State Election Enforcement Commission's Form 10 notice** advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the **notice**. See the SEEC website [www.ct.gov/seec](http://www.ct.gov/seec) for downloading **SEEC Form 10**.

**1.17 Nondiscrimination Certification:** (a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do 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).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take



affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. 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 projects.

(c) 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.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §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.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)(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 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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."

**1.18** When a **mandatory bid conference** is required, bids submitted by contractors who have **not properly registered** and attended the mandatory pre-bid conference shall be rejected as **non-responsive**. All attendees of the pre-bid conference will be required to register. **Proper registration** means that the attendee has signed his or her name to the official roster and listed the name and address of the company he or she represents on the official roster no later than the designated start time of the pre-bid conference. Bidders are advised to register early as **no** attendee will be allowed to register *after* the advertised start time of the pre-bid conference.

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

**1.20** All acquisitions, agreements and contracts are subject to the provisions of the C.G.S. § 9-333n (transferred to 9- 612) regarding **CAMPAIGN CONTRIBUTION RESTRICTION**.

**1.21** Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in **retaliation** for such employee's **disclosure** of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a **notice** of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

**1.22** It is agreed that this contract shall be governed by, construed, and enforced in accordance with the **laws of the State of Connecticut**. The State of Connecticut shall be the venue for this contract.

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

**1.24** Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of



the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a **course** of at least ten hours in duration in **construction safety and health** approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

- 1.25 Bidders are responsible for **addenda** as noted in Article 4 of this notice. **Failure to acknowledge** all **addenda** in the space provided in Bid Proposal Form shall be cause for **rejection** of the bid.
- 1.26 The Military Department *may* reject a bid as **non-responsive** if the bidder does *not* make all required **pre- award submittals** *within* the time designated by the Military Department.

#### ARTICLE 2 BID SECURITY:

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

#### ARTICLE 3 Forfeit Of Bid Security:

**Failure** of the successful bidder to execute a contract awarded as specified and bid shall result in the **forfeiture** of the bid bond or certified check.

#### ARTICLE 4 Addenda And Interpretations:

**No interpretations** of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Every **request** for such interpretation should be in writing to the awarding authority and to be given consideration *must* be received at least **ten (10)** days *prior* to the date fixed for the opening of bids. Any and all such **interpretations** and any **supplemental instructions** will be in the form of written **addenda** to the specifications which, *if* issued, will be posted on the **State Contracting Portal**. However, at the discretion of the awarding authority the addenda *may* be *mailed* no later than **seven (7)** days *prior* to the date fixed for the opening of bids to those prospective bidders (at the respective addresses furnished for such purposes) who do not have email accounts and request the fiscal officer to mail them the addenda; failure of any bidder to receive any such **addendum** or **interpretation** shall not release any bidder from any obligations under its bid as submitted. It shall be the **bidder's responsibility** to make inquiry as to, and to obtain, the addenda issued, if any.

#### ARTICLE 5 Executive Orders:

This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be 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, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

#### ARTICLE 6 (Intentionally left Blank)

#### ARTICLE 7 (Intentionally left Blank)

---

**ARTICLE 8      Sexual Harassment Policy**

This contract is subject to the provisions of the Military Department Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the CT MIL for violation of or noncompliance with said Policy. Said document is hereby incorporated herein by reference and made a part hereof as though fully set forth herein. This policy may be found at the **Military Department Website** at <http://www.ct.gov/mil>, under **Publications**.

**ARTICLE 9      Certificate of Legal Existence:**

A **corporation** that is awarded the contract must comply with the laws of this State regarding the procurement of a certificate of authority to transact business in this State from the **Secretary of the State**. A Certificate of Legal Existence which is not older than ninety (90) days from the date of the contract signing must be filed with the Military Department's Purchasing Officer.

**ARTICLE 10     Security For Faithful Performance:**

**10.1      Performance Bond:**

On or before the contract award date, the successful bidder shall substitute for the **certified check** or **bid bond** accompanying its bid an executed **performance bond**, in the amount not less than 100 percent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State. This bond is to be furnished pursuant to **C.G.S. § 49-41**, as revised.

**10.2      Labor and Material Bond:**

At this same time, the successful bidder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder. This bond is to be furnished pursuant to **C.G.S. § 49-41**, as revised.

*The following sections of the General Statutes of Connecticut, as revised, are inserted as information concerning this bond:*

**C.G.S. § 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to his subcontractors.**

- (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the State or a municipality; (2) a requirement that the general contractor shall include in each of its **subcontracts** a **provision** requiring each **subcontractor** to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, *within thirty days after* such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.
- (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the

terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.

- (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
- (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

**C.G.S. § 49-42. Enforcement of right to payment on bond. Suit on bond, procedure and judgment.**

Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce such right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, within one hundred eighty days after the date such materials were supplied or such work was performed. The notice of claim shall state with substantial accuracy the amount claimed and the name of the party for whom the work was performed or to whom the materials were supplied, and shall provide a detailed description of the bonded project for which the work or materials were provided. If the content of a notice prepared in accordance with subsection (b) of section 49-41a complies with the requirements of this section, a copy of such notice, served within one hundred eighty days of the payment date provided for in subsection (a) of section 49-41a upon the surety that issued the bond and upon the contractor named as principal in the bond, shall satisfy the notice requirements of this section. Within ninety days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts his business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any portion of the claim which the court finds was due and payable after the date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorney's fees to either party if upon reviewing the entire record, it appears that either the original claim, the surety's denial of liability, or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice of claim as provided in this section.

- (a) Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person supplying materials or performing subcontracting work not included on a requisition or estimate, no such suit may be commenced after the expiration of one year after the date such materials were supplied or such work was performed.
- (b) The word "material" as used in section 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the contract.

**ARTICLE 11 CONNECTICUT SALES AND USE TAXES:**

All bidders shall familiarize themselves with the current statutes and regulations of the **Department of Revenue Services**. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid.

**Nonresident contractors** must comply with the **provisions C.S.G. § 12-430(7)**, **Bond requirement for nonresident contractors**, and the regulations established pursuant to that section.

**ARTICLE 12 Contractor's Qualifications:**

All bidders shall file with their bids a **statement of qualifications** on the appropriate form.

**ARTICLE 13. Subcontractors:**

As required by the **Bid Proposal Form**, each bidder shall furnish with its submitted bid, and in the place on the bid form provided for such purpose, the **names of responsible and qualified subcontractors** who are actually to perform the work required by the division or portion of the specifications listed for the base bid. **Failure to so list a subcontractor** for any division or portion of the specifications will result in the **rejection** of the entire bid.

**ARTICLE 14 NOT USED**

**ARTICLE 15 Nondiscrimination and Affirmative Action Provisions:**

**This section is inserted in connection with Subsection (a) of C.G.S. § 4a-60 of the General Statutes of Connecticut, as revised.**

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

(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.

- a. If the contract is a CT MIL 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 CT MIL project.

"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.

- b. **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 CT MIL projects.
- c. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- d. 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.

**ARTICLE 16        Nondiscrimination Provisions Regarding Sexual Orientation:**

**This section is inserted in connection with Subsection (a) of Section 4a-60a of the General Statutes of Connecticut, as revised.**

- a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- b. The contractor shall include the provisions of section (a) 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.
- c. 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).

A **nondiscrimination certification** is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **electronically uploaded** *prior to or at the time of the bid proposal submission*. Instructions on how to electronically upload the **Nondiscrimination Certification** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": **The Vendor Guide** can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

For the **list of Nondiscrimination forms and descriptions** go to the **Office of Policy and Management (OPM) website**, [www.ct.gov/opm](http://www.ct.gov/opm), under **Featured Links** > Nondiscrimination Certification.

#### **ARTICLE 17 Union Labor:**

Attention is called to the fact that there may be construction work now being carried on at the site at which construction is contemplated being done by union labor. This fact must be kept in mind by all bidders.

#### **ARTICLE 18 Labor Market Area:**

All bidders shall have read **Sections 31-52 and 31-52a** of the **Connecticut General Statutes**, as revised. These sections relate to the **preference of State citizens** and the **preference of residents of the labor market area** in which the work under the contract is to be done and the **penalties for violations** thereof.

In order to avoid violations by the contractor and to cooperate with and assist the State in the implementation of the statutory mandates, any bidder awarded a contract with the State shall be required to provide the State with the following information:

- 18.1** The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.
- 18.2** How long each employee has resided in the labor market area, as established by the State Labor Commissioner, in which the work under the contract is to be done. Labor market areas are indicated on the end of this section.
- 18.3** Within thirty (30) days after the start of work, the contractor shall submit a signed statement setting forth the procedures the contractor and its subcontractors have taken to assure that they have sought out qualified residents of the labor market area. Also, the statement shall include information as to how many persons were considered for employment and how many were actually hired. Such procedures will include, but not be limited to, obtaining names of available persons from area Employment Security Offices.
- 18.4** In the same manner as item (18.3) above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.
- 18.5** The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
- 18.6** All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.

**18.7    *Pursuant to C.G.S. § 31-52b, as revised:***

"The provisions of C.G.S. § 31-52 and 31-52a shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto."

However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the  
Military Department.

**18.8    **Website Link:****

For guidance on the CT Department of Labor (DOL) Labor Market Areas (LMA) visit CT-DOL Website Link:

<http://www1.ctdol.state.ct.us/lmi/misc/lmatowns.asp>.

**END OF SECTION**

**FOR PROJECT ESTIMATED TO COST LESS THAN \$500,000.00**  
**FOR CURRENTLY CERTIFIED SET-ASIDE CONTRACTORS ONLY**

To: State Military Department  
Contracts Administration  
Procurement Department  
360 Broad Street - Room 143  
Hartford, CT 06105

Bid Date: April 26, 2019

From: ALL STATE CONSTRUCTION INC. (Bidder's Legal Company Name)  
449 COOKE STREET (Address of Bidder)  
FARMINGTON, CT 06032  
860-678-0678 (Tel. No.) 860-676-8910 (FAX No.)  
PPARE@ALLSTATECONSTRUCTIONINC.COM (E-Mail Address)  
06-0896212 (FEIN)

PETE PARE  
(Print Contact Person's Name)

EXECUTIVE VICE PRESIDENT  
(Title)

For: #19MIL22301  
Boiler and Water Heater Replacement  
New London, 249 Bayonet St, New London

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

**BID SCHEDULE**

Base Bid:

Six hundred nineteen thousand dollars

(Written amount)

Dollars (\$ 619,000 )

**PERCENTAGE OF WORK PERFORMED WITH OWN FORCES**

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



**Supplemental Bids**

THERE ARE NO SUPPLEMENTAL BIDS FOR THIS PROJECT.

**Contractor Provided Unit Prices**

THERE ARE NO CONTRACTOR PROVIDED UNIT PRICES FOR THIS PROJECT.

**Contract Time**

If awarded this contract, the undersigned will complete the work within thirty (30) calendar days from the date indicated on the Order to Commence Work form.

**Addenda Received**

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

Addendum No. 1 Dated 5/15/2019 Addendum No. 2 Dated 5/24/2019  
Addendum No. 3 Dated 5/28/2019 Addendum No. 4 Dated 6/14/2019  
Addendum No. 5 Dated 6/18/2019

**Bid Acceptance**

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

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

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

Sole Proprietor ( ☒ ) Partnership ( ☐ ) Corporation ( ☒ ) LLC ( ☐ )

Signature of Bidder

EXECUTIVE VICE PRESIDENT

Title

PETE PARE

Print Name

6/26/2019

Date

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

**BID PROPOSAL FORM  
FOR MAJOR & MINOR CAPITAL PROJECTS  
WITH AN ESTIMATED CONSTRUCTION COST GREATER THAN \$500,000**

**This Project:**

☒ **Does Not Exceed the Threshold Limits of C.G.S §29-276b.**

☐ **Does Exceed the Threshold Limits of C.G.S §29-276b.**

All Bidders shall read "Section 00 21 19 Notice To Bidders" for Contractors and Subcontractors performing work on Projects that Exceed the Threshold Limits of C.G.S §29-276b to Register and obtain a "Major Contractor" License with the CT Department of Consumer Protection prior to Bid Due Date/Time of this Project .

**STATE OF CONNECTICUT  
MILITARY DEPARTMENT**

DATE: \_\_\_\_\_

PROPOSAL OF

\_\_\_\_\_  
BIDDER'S LEGAL COMPANY NAME

\_\_\_\_\_  
BIDDER'S ADDRESS

**To the Commissioner, Military Department  
360 Broad Street  
Hartford, Connecticut 06105**

**Dear Sir:**

**1.0** In accordance with Chapter 60 Part II of the Connecticut General Statutes, as amended, and pursuant to, and in compliance with your Invitation to Bid, the Notice to Bidders, the Contract, including the conditions thereto, the Bid Security, I (we) propose to furnish the labor and/or materials, installed as required for the project named and numbered on this Bid Proposal Form, submitted herein, furnishing all necessary equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of the Contract including, but not limited to, the specifications and/or drawings together with all addenda issued by your authority and received prior to the scheduled closing time for the receipt of the bids, and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on the said Bid Proposal Form, hereof.

**2.0** The **Lump Sum Base Bid** by me (us) on the Bid Proposal Form *includes all* work indicated on the drawings and/or described in the specifications, except:

**2.1** Work covered by **Supplemental Bids** as may be listed on the Bid Proposal Form and General Requirements.

**2.2** Contingent Work covered by the **Unit Prices** included within the **General Requirements**.

**2.3** Contingent Work covered by the **Contractor Provided Unit Prices** as may be listed on the **Bid Proposal Form** in Section 00 41 00, Item 7.7.

**3.0** I (we) *acknowledge* and *agree* to the following:

- 3.1 To use and accept the **Contractor Provided Unit Prices** on the **Bid Proposal Form**, Section 00 41 00, Item 7.7, as provided by the Contractor in evaluating either additions to or deductions from the Work.
- 3.2 To use and accept the **Unit Prices** in Section 01 20 00 "Contract Considerations "Division 01 as provided by the Owner in evaluating either additions to or deductions from the Work.
- 3.3 To use and accept the **Allowances** in Section 01 20 00 "Contract Considerations" Division 1, as part of the Total Contract Sum as listed in Section 7.3 of this Bid Proposal form.
- 3.4 To use and accept the **Supplemental Bids** in Section 01 23 13, Division 1, as provided by the Contractor, when authorized by the Owner as scheduled in Section 7.6 of this Bid proposal form.
- 3.5 **Submission of Bid Proposal and other bid submittal requirements:**

All potential bidders must **electronically upload** to CT DAS and/or **submit** to CT DAS Procurement Services (as applicable) including but not limited to **Affidavits and Certifications**.

For the requirements to submit the Bid Proposal, and electronically upload Affidavits and Certifications, and other bidding documents, see **Article 1 of 00 21 19 Notice to Bidders - (Major & Minor Capital Projects Greater than \$500,000)**.

- 3.6 To hold the bid price for ninety (90) calendar days and any extensions caused by the Contractor's delays in required submissions. The Contractor and the State may mutually agree to extend this period. The agreement to extend the 90-day period may occur after the expiration of the original 90-day period.

The apparent low bidder is required to submit key supporting documents as noted under the caption **Bid Submittal Time Line** at the end of this Section 00 41 00, within ten (10) calendar days of the bid opening, and to submit their Affirmative Action Plan to CHRO within fifteen (15) calendar days of bid opening. If there are any delays in the receipt of these materials then the Bid shall remain valid for the same additional number of days. For example, if the materials are submitted four (4) days later; then the bid shall remain valid for ninety-four (94) days.

- 3.7 To comply with the Military Department's **Security Regulations For Contract Forces**, Section 00 73 63.

- 4.0 This Bid Proposal Form is submitted to and in compliance with the foregoing and following conditions and/or information:

4.1 **AWARD:**

- 4.1.1 All proposals shall be subject to provisions of **Article 1 of the Notice to Bidders** and for purpose of award, consideration shall be given only to Bid Proposals submitted by qualified and responsible bidders.
- 4.1.2 The award shall be made on the **lowest Lump Sum Bid** as stated in Section 7.3 of this Bid Proposal Form and any or all **Supplemental Bids** as stated in Section 7.6 of this **Bid Proposal Form**, taken sequentially, as applicable, provided funds are available.
- 4.1.3 In the event of any **discrepancy** between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

4.2 **COMMENCEMENT AND ACCEPTANCE (ARTICLE 4 GENERAL CONDITIONS):**

- 4.2.1 The General Contractor shall commence Work within **fourteen (14) calendar days** after receiving "Construction Start Date and Notice To Proceed" by the Commissioner or the authorized representative and continue for one-hundred and twenty **(120)** calendar days for completion of the project.

4.3 **LIQUIDATED DAMAGES: (ARTICLE 8, GENERAL CONDITIONS):**

4.3.1 The General Contractor shall be assessed \$ 385.00 per day for each calendar day *beyond* the Date established for Substantial Completion of the Contract according to the **Contract Time** as defined in Article 1.28 of the General Conditions, and not otherwise excused or waived pursuant to the Contract Documents, as defined in Article 1.23 of the General Conditions.

4.3.2 The General Contractor shall be assessed \$ 385.00 per day for each calendar day *beyond* ninety (90) days *after* the date of said Substantial Completion that the Contractor fails to achieve **Acceptance**, as defined in Article 1.1 of the General Conditions and not otherwise excused or waived as described above.

4.4 **CONTRACTOR'S INSURANCE REQUIRED: (ARTICLE 35, GENERAL CONDITIONS):**

4.4.1 The **limits of liability** for the Insurance required for this project shall be those listed in Article 35 of the General Conditions.

4.4.2 **SPECIAL HAZARDS INSURANCE REQUIRED:**

Asbestos Abatement

4.4.3 **BUILDERS RISK INSURANCE:**

The General Contractor shall maintain Builder's Risk insurance providing coverage for the entire Work at the project site, and shall also cover portions of the Work located away from the site but intended for use at the site, and shall also cover portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and completed Value Form basis in an amount at least equal to the projected completed value of the Work and the policy shall state that it is for the benefit of and payable to the state of Connecticut.

4.5 NOT USED

- 4.6** The General Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts. The General Contractor on this project shall be required to award not less than 25% of the total Contract Sum to contractors who are certified and eligible to participate under The State of Connecticut Set-Aside Program for **small** contractors, including 6.25% to certified and eligible **Minority Business Enterprises**.

- 4.6.1** This requirement *must be met even if* the **General Contractor** is *certified and eligible* to participate in the **Small Business Set-Aside Program**. To facilitate compliance with this requirement for set-aside subcontractors, the three (3) **apparent low bidders** will have ten (10) calendar days from the date of bid opening within which to submit a **list of certified set-aside contractors** to be used on this project along with the **dollar amounts** to be paid to each, on the form provided, and a copy of their **current certification** must be attached. This information will be considered as part of your Bid Proposal Form and **failure** to comply with any portion of this requirement within the ten (10) days, including but not limited to **failure** to list or meet the necessary dollar amount or percentage of the bid price will be cause to **reject** your bid.

**4.7 BIDDER'S QUALIFICATION STATEMENT AND OBJECTIVE CRITERIA FOR EVALUATING QUALIFICATIONS OF BIDDERS:**

- 4.7.1** Information in regards to the General Contractor's and the Named Subcontractor's Bidder's Qualification is submitted and is made part of this Bid Proposal Form. **Note: Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that exceed those in Section 00 45 15, "Objective Criteria Established for Evaluating Qualifications of Bidders."**

- 4.7.1.1** The **General Contractor** is required to complete the **General Contractor Bidder's Qualification Statement** in section 00 45 14.

- 4.7.1.2** Any **Named Subcontractor** as listed in schedule 7.5.1 of this Bid Proposal Form is required to complete the **Named Subcontractor Bidder's Qualification Statement** in section 00 45 17. To facilitate compliance with this requirement, the three (3) apparent low bidders will have **ten** (10) calendar days, from the bid opening date, to submit the completed **Named Subcontractor Bidder's Qualification Statement** as required in section 00 45 17. This information will be considered as part of your Bid Proposal Form and failure to comply with any portion of this requirement will be **cause to reject** your bid.

- 4.7.2** The **Objective Criteria for Evaluating Bidders** that are included in Division 0, Section 00 45 15, of this Project Manual, is to assure that the State of Connecticut will secure the "lowest

responsible and qualified bidder" who has the ability and capacity to successfully complete the Bid Proposal Form and the Work.

**4.8 NONDISCRIMINATION AND LABOR RECRUITMENT:**

**4.8.1** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be 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, the Client Agency or the Connecticut Department of Administrative Services shall provide a copy of these orders to the Contractor.

**4.9 FEDERAL & STATE WAGE DETERMINATIONS:**

**4.9.1** The U. S. Secretary of Labor's latest decision and the State of Connecticut Wage Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of bidding, the bidder agrees to accept the current prevailing wage scale, as well as the annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor.

**4.10 CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY & NON-SEGREGATED FACILITIES:**

**4.10.1** The General Contractor and Subcontractors are hereby advised that upon acceptance of their bids they are obligated to fill out within seven (7) calendar days the certification required pursuant to Executive Order No. 11246, and agree to certify to the compliance of non-segregated facilities.

**4.11 EQUALS AND SUBSTITUTION REQUESTS PROCEDURES:**

**4.11.1** All submissions requesting "Equals and/or Substitutions" shall be made by the **Contractor** in accordance with **Article 15** of the **General Conditions** and **Section 01 25 00** of the **General Requirements**. All submissions shall contain all the information necessary for the Military Department to evaluate the submission and the request. Failure to submit sufficient information to make a proper evaluation, including submittal of data for the first manufacturer listed as well as the data for the "Equals and/or Substitutions" proposed, shall result in a **rejection** of the submission and request. Upon receipt of the submission and request the Military Department shall notify the Contractor the request has been received and as soon as possible shall render a decision on such submission and request.

**4.11.2 Pre-Bid Opening Substitution of Materials and Equipment:** The Owner will consider requests for equals or substitutions *if* received **fourteen (14) days prior** to the **Bid Opening**. **The Equal or Substitute Product Request Form 7001** must be used to submit request. This form is available in Section 01 20 00.

**4.11.3** Request for Equal or Substitution shall be submitted to the **CT MIL Project Manager and Architect or Engineer**.

**4.11.4** Any substitution request not complying with requirements will be denied. Substitution request sent *after* the **deadline** will be denied.

**4.11.5** An **Addendum** shall be issued to inform all prospective bidder of any accepted substitution in accordance with our addenda procedures.

**4.11.6** No extension of time will be allowed for the time period required for consideration of any Substitution or Equal.

**4.11.7 Post Contract Award Substitution Of Materials And Equipment:** All Requests For "Equals And Substitutions" *after* the Award of the Contract shall be made *only* by the **General Contractor** in accordance with Article 15, Materials: Standards, Section 00 72 00 General Conditions Of The Contract For Construction.

**5.0 ACCOMPANYING THIS PROPOSAL IS:**

**5.1 A CERTIFIED CHECK** drawn to the order of – Treasurer, State of Connecticut, in the which it is understood shall be cashed and the proceeds thereof used so far as may be necessary to reimburse the State of Connecticut for losses and damages arising by virtue of my (our) failure to file the required Bonds and execute the required contract if this proposal is accepted by the Awarding Authority.

**OR**

**5.2 A BID BOND** having as surety thereto a Surety Company or Companies authorized to transact business in the State of Connecticut and made out in the penal sum of 10% of the bid.

**5.3 CHECKLIST OF INCLUDED ITEMS WITH BID PROPOSAL AT TIME OF BID PROPOSAL SUBMITTAL:**

<b>IMPORTANT:</b>		
<b>Item</b>	<b>A. All forms below must be either uploaded to the DAS website as indicated or included when you submit your bid package. B. Failure to submit any of items marked below with an asterisk (*) shall cause rejection of the bid and shall not be considered a minor irregularity under CGS 4b-95.</b>	<b>Location</b>
<b>Include the following in Bid Package to DAS Procurement Services:</b>		
<b>1*</b>	Bid Proposal Form*	<b>00 41 00</b>
<b>2</b>	Appropriate Certificate (of authority)	<b>00 40 14</b>
<b>3*</b>	Department of Administrative Services Pre-qualification Certificate*	<b>00 40 15</b>
<b>4*</b>	Department of Administrative Services Update Statement *	<b>00 40 15</b>
<b>5*</b>	Standard Bid Bond or Certified Check*	<b>00 43 16</b>
<b>6*</b>	General Contractor Bidder's Qualification Statement	<b>00 45 14</b>
<b>7*</b>	SEEC Form 10	<b>SEEC Website</b>
<b>Upload the following to the DAS Website prior to, or at time of, Bid Proposal:</b>		
<b>1*</b>	Ethics Affidavit (Regarding State Ethics) (New July 1, 2005)	<b>OPM Website</b>
<b>2*</b>	Gift and Campaign Contribution Certification	<b>OPM Website</b>
<b>3*</b>	Consulting Agreement Affidavit	<b>OPM Website</b>
<b>4*</b>	Nondiscrimination Certification	<b>OPM Website</b>

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

**7.0** Each **class of Work** set forth in a separate section of the specifications pursuant to this Section shall be a **subtrade** designated in Schedule 7.5.1 of this Bid Proposal Form and shall be the matter of a **subcontract** made in accordance with the procedure set forth in this chapter.

**7.1** The undersigned proposes to furnish all labor and materials required for  
**Project Number:** 19MIL22301  
**Project Title:** New London Armory - New Boiler & Hot Water Systems  
 in accordance with the accompanying Plans and Specifications  
**Prepared by:** Salamone & Associates PC  
 Engineer/Architect

for the Contract Sum specified in Section 7.3 subject to **additions** and **deductions** according to the terms of the specifications.

**7.2** This Bid Proposal includes \_\_\_\_\_ number of **Addenda/Addendum**.

**7.2.1** The **Contractor is to fill in item 7.2 above**, acknowledging the number of Addenda that the Contractor is including in the Bid Proposal Form. Failure to acknowledge all **addenda** in the space provided in the Bid Proposal Form shall be cause for **rejection** of the bid.

**7.3 THE PROPOSED CONTRACT PRICE IS AS FOLLOWS:**

\$ 

--	--

 , 

--	--	--

 , 

--	--	--

 . 

--	--

(Place figures in appropriate boxes.)

DOLLARS

(Written Amount)

**7.3.1** In Accordance With Section 4.6 Not Less Than 25 % Of This Total Must be Awarded to Certified **Set-Aside** Contractors, including 6.25 % **Minority Business Enterprises**. **Failure** to Meet This Requirement Will Be Cause To **Reject** Your Bid.



**7.4. NOT USED**

**7.5 Subcontractors and their price must be listed for the trades identified in Schedule 7.5.1.**

**FAILURE TO PROPERLY COMPLETE THIS SECTION ACCORDING TO THE BELOW INSTRUCTIONS SHALL RESULT IN REJECTION OF THE BID.**

**The GC shall indicate the subcontractor name and contract value for the largest single subcontractor in each named sub trade.**

SCHEDULE 7.5.1 – NAMED SUBCONTRACTORS				
Description	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
1. Masonry	_____	\$ _____	_____ %	_____ %
2. Electrical	_____	\$ _____	_____ %	_____ %
3. HVAC	_____	\$ _____	_____ %	_____ %
4. Mechanical* * (except HVAC)	_____	\$ _____	_____ %	_____ %

On and after October 1, 2007, **no** person whose **subcontract** exceeds five hundred thousand dollars in value may perform work as a **subcontractor** on a project estimated to cost more than five hundred thousand dollars, *unless* the person is **prequalified** in accordance with section 4a-100, as amended by **Public Act 06-134**.

**7.5.2** List the *name* and *price* of each **Named Subcontractor** that will perform the **work** of the trades *listed* in **Schedule 7.5.1**.

**7.5.3** The **General Contractor** *may* list **itself** together with its **price (failure to provide both will be cause for rejection)**, *if* it customarily performs any of the trades specified. *If* the General Contractor leaves the spaces for a specific "Trade Description" *completely blank*, it will be *assumed* that the General Contractor will perform that Work.

**7.5.4** *If* the General Contractor requires a **Performance** and/or **Labor and Material Payment Bond**, *then* the General Contractor must indicate in Schedule 7.5.1 which of the Named Subcontractors are subject to this requirement. The amount (%) shall not exceed the Named Subcontractor's price listed in Schedule 7.5.1.

**7.5.5** The undersigned *agrees* that each of the **Named Subcontractors** listed in Schedule 7.5.1 of the Bid Proposal Form will be used for the **Work indicated at the amount stated**, *unless* a **substitution** is permitted by the awarding authority as provided for in section 00 21 19 Notice to Bidders.

**7.6** Any **Supplemental Bids** listed in schedule 7.6.1, *if* accepted by the Owner, will be taken cumulatively and in numerical order as scheduled. No Supplemental Bid will be skipped or taken out of numerical order as scheduled. Supplemental Bids: Division 1, Section 01 23 13 of the **General Requirements** identify and describe the Supplemental Bids as shown in Schedule 7.6.1.

<b>SCHEDULE 7.6.1 – SUPPLEMENTAL BIDS</b>	
<b>Supplemental Bid No.: 1</b>	Provide all labor, material and equipment to complete the Work in accordance with Division 1, Section 01030d.  <div style="text-align: right; margin-top: 10px;"> ADD: _____ Dollars      \$ _____  (Written Amount) </div>
<b>Supplemental Bid No.: 2</b>	Provide all labor, material and equipment to complete the Work in accordance with Division 1, Section 01030d.  <div style="text-align: right; margin-top: 10px;"> ADD: _____ Dollars      \$ _____  (Written Amount) </div>
<b>Supplemental Bid No.: 3</b>	Provide all labor, material and equipment to complete the Work in accordance with Division 1, Section 01030d.  <div style="text-align: right; margin-top: 10px;"> ADD: _____ Dollars      \$ _____  (Written Amount) </div>

**7.7** Contractor Provided Unit Prices are NOT needed for this project.

Division	Section	Description	Estimated Quantities	Unit of Measure	Unit Price

**7.8** The **undersigned** agrees that *if* selected as the General Contractor, I (we) shall, within **seven (7)** calendar days (legal State holidays excluded) *after* notification thereof by the awarding authority, *execute* a **Contract** in accordance with the terms of this Bid Proposal Form and Contract.

**7.9** The undersigned agrees and warrants that they have made **good faith efforts** to employ **minority business enterprises** as **Subcontractors** and **suppliers** of materials under such Contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning their **employment practices and procedures** as they relate to the current provisions of the Connecticut General Statutes governing Contract requirements.

**8.0 CONFIDENTIALITY OF DOCUMENTS:**

**8.1** The **undersigned** agrees that if not selected as the General Contractor for this project, all plans and specifications in their possession for the project shall be destroyed.

**8.2** The **undersigned** agrees that if selected as the General Contractor for this project:

**8.2.1** The **plans and specifications** shall not be disseminated to anyone except for construction of this project.

**8.2.2** The following **provision** shall be included in all of its contracts with subcontractors and sub-consultants:

"Any and all drawings, specifications, maps, reports, records or other documents associated with the contract shall only be utilized to the extent necessary for the performance of the work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the work described in this contract. No other disclosure shall be permitted without the prior written consent of the Military Department. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed."

**8.2.3** Upon completion of the construction and the issuance of a certificate of occupancy, the plans and specifications shall be returned to the Military Department, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of the Military Department.

**9.0** A duly authorized representative of the Bidder or Bidder's partnership, firm, corporation or business organization must sign all Bid Proposals Forms.

(NO FACSIMILE SIGNATURE IS PERMITTED).  
 ALL INFORMATION BELOW IS TO BE FILLED IN BY THE BIDDER.

Project Number \_\_\_\_\_

Firm Name \_\_\_\_\_  
 Complete BIDDER'S LEGAL COMPANY NAME

General Contractor's State of Connecticut, D.C.P. License/ Registration No. \_\_\_\_\_  
 (Applicable for Threshold Building projects only. Insert "N/A" if not applicable. Refer to page 1)

Firm Federal Employer Identification Number \_\_\_\_\_

Firm CT Tax Registration Number \_\_\_\_\_

Firm Address \_\_\_\_\_  
 Street City State Zip Code

Telephone Number \_\_\_\_\_

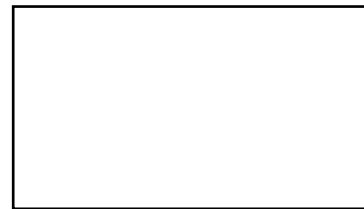
FAX Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Type of Business (check one):

Corporate Seal, if a Corporation

- \_\_\_\_ Corporation  
 \_\_\_\_ Limited Liability Corporation (LLC)  
 \_\_\_\_ Partnership  
 \_\_\_\_ Sole Proprietor  
 \_\_\_\_ Doing Business As (d/b/a), if yes, provide complete name **below**:



Provide Exact Wording on Corporate Seal **below**:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This Bid Submission is **only** for Contractors who are **Certified** in the **DAS Prequalification Classification** noted in the **Invitation to Bid**.

**\*A Certificate (of Authority) (Section 00 40 14) must be submitted with your Bid Proposal.\***

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Bidder's Signature \_\_\_\_\_  
 Duly Authorized Title

\_\_\_\_\_  
 Print Name Date

The apparent three low bidders are required to submit key supporting documents as noted below, while the apparent low bidder is required to submit his Affirmative Action Plan to CT DAS CHRO as noted below. If there are any delays in the receipt of these materials then the Bids shall remain valid for the same additional number of days. For example, since the apparent three low bidders are required to hold the bid price for ninety (90) calendar days and any extensions caused by the Contractor's delays in required submissions, if materials are submitted four (4) days later, then the bid shall remain valid for ninety-four (94) days.

*Failure to meet the below stated deadlines may result in rejection of the bid at the sole discretion of the Commissioner of Construction Services.*

**NOTE: All of the following submittals shall be submitted directly to:**  
**Military Department, Procurement Office**  
**Room #143, Gov. Wm. A. O'Neill Armory**  
**360 Broad Street, Hartford, CT, 06105**

**Bid Submittal Time Line to CT MIL Procurement Services**

SUBMITTALS **DUE** WITHIN 10 CALENDAR DAYS **AFTER** SET-ASIDE CONTRACTOR SCHEDULE REQUEST  
(From the Apparent **Three** Low Bidders):

1. Section 00 73 27 Set-Aside Contractor Schedule
2. Listing of certified set aside contractors Subs with name, address, amount and whether a subcontractor or a supplier or both
3. DAS Set-Aside Subcontractor Certificate of Eligibility (SBEs & MBEs)
4. Section 00 45 17 Named Subcontractor Bidder's Qualification Statements
5. Named Subcontractor's DAS Prequalification Certificate, when applicable

SUBMITTALS **DUE** WITHIN 15 CALENDAR DAYS **AFTER** REQUEST FOR AFFIRMATIVE ACTION PLAN AND EMPLOYMENT INFORMATION LETTER  
(From the **Apparent Low Bidder**):

1. Affirmative Action Plan to CT DAS CHRO
2. Affirmative Action Plan Transmittal Letter Copy to CT DAS Procurement Services
3. Section 00 73 53 Affidavit for Certified Subcontractors as MBEs
4. Section 00 73 44 Wage Certification to DOL
5. On your letterhead, list of all named subcontractors, address and contact person
6. Scope Review conducted

SUBMITTALS **DUE** WITHIN 10 BUSINESS DAYS **AFTER** THE LETTER OF INTENT:

1. Section 00 62 16 Insurance Certificate Form
2. Section 00 92 10 Performance Bond
3.       00 92 10 Labor & Material Bond
4. Section 00 92 10 Surety Sheet
5. Power of Attorney from the Surety Company
6. Section 00 40 14 Certificate (of authority)
7. Asbestos Abatement Liability Insurance (for asbestos abatement only)
8. Motor Vehicle Pollution Liability for Asbestos Abatement (for asbestos abatement only)
9. Section 00 92 10 Non-Residents Certificate - DRS — Guarantee Bond (form AU-766)
10. Section 00 92 10 Bidder's Certificate: Financial Position & Corporate Structure
11. Section 00 52 03 Contract
12. Section 00 52 73 Subcontractor Agreement Form (Named & Listed)
13. Affidavit Regarding State Ethics – for each Named Subcontractor
14. Certificate of Legal Existence from Corporations

**END OF SECTION**

**NAMED SUBCONTRACTOR**  
**BIDDER'S QUALIFICATION STATEMENT**  
**MUST BE SUBMITTED WITH THIS FORM**

If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 ½" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name: \_\_\_\_\_

2. How many years has this organization been in business under its present business name?

Years: \_\_\_\_\_

3. How many years has this organization been in business as a Subcontractor?

Years: \_\_\_\_\_

4. If this organization has not always been a Subcontractor, list the trade(s) that your firm customarily performed prior to the time that you became a Subcontractor:

4.1 \_\_\_\_\_  
4.2 \_\_\_\_\_  
4.3 \_\_\_\_\_

5. Indicate all other names by which this organization has been known and the length of time known by each name:

5.1 \_\_\_\_\_  
5.2 \_\_\_\_\_  
5.3 \_\_\_\_\_

6. This firm is a:

- ☐ Corporation  
☐ Partnership  
☐ Sole  
☐ Proprietorship  
☐ Joint Venture  
☐ Other

\_\_\_\_\_

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with the project on which you are now a bidder. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

8. List all sub-trades which your firm customarily performs with own employees – **this table must be completed for electrical and mechanical trades for all projects, and also for all named trades for threshold projects.**

Trade		Name of License holder	State of CT D.C.P. License/Registration No. Format: Prefix-Number-Suffix
8.1			
8.2			
8.3			
8.4			
8.5			

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

10. **All** Construction Projects your organization has in process (attach separate sheets using the following format as necessary):

10.1 Specific Title & Location: \_\_\_\_\_

10.2 Contract Amount: \_\_\_\_\_

10.3 Description of your scope of work performed: \_\_\_\_\_

10.4 Owner: \_\_\_\_\_

10.5 General Contractor: \_\_\_\_\_

10.6 Designer: \_\_\_\_\_

10.7 Start Date: \_\_\_\_\_

10.8 Finish Date: \_\_\_\_\_

\*10.9 Any complaint on Quality or Management: \_\_\_\_\_

10.10 Owners Representative: \_\_\_\_\_  
(Name) Telephone Number

10.11 G.C. Representative: \_\_\_\_\_  
(Name) Telephone Number

**\*Please attach a separate sheet explaining any negative entry in this row.**

11. All Construction Projects your organization has completed in the past five years or the 20 projects most recently completed (attach separate sheets using the following format as necessary):

11.1 Specific Title & Location: \_\_\_\_\_

11.2 Contract Amount: \_\_\_\_\_

11.3 Description of your scope of work performed: \_\_\_\_\_

11.4 Owner: \_\_\_\_\_

11.5 General Contractor: \_\_\_\_\_

11.6 Designer: \_\_\_\_\_

11.7 Start Date: \_\_\_\_\_

11.8 Finish Date: \_\_\_\_\_

\*11.9 Any complaint on Quality or Management: \_\_\_\_\_

11.10 Owners Representative: \_\_\_\_\_  
(Name) Telephone Number

11.11 G.C. Representative: \_\_\_\_\_  
(Name) Telephone Number

**\*Please attach a separate sheet explaining any negative entry in this row.**

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

13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement).

13.1 Attached:

13.2 N/A:

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

14.1

14.2

14.3



15. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the bid. Please list any such convictions below.

15.1

15.2

15.3

Dated at

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Signature

(Print Name)

Title

**Notary Statement:**

Mr./Mrs./Ms. \_\_\_\_\_ being duly sworn

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

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

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_, 20 \_\_\_\_\_

**This form must be submitted for each of the Named Subcontractors, within ten (10) calendar days from the bid opening, to the State of Connecticut, Department of Administrative Services Procurement Services, 165 Capitol Ave. Hartford, CT 06106, Room G-35.**

**END OF SECTION**

**General Conditions of the Contract for Construction**  
**Military Department**  
**State of Connecticut**  
**TABLE OF CONTENTS**

ARTICLE	TITLE	PAGE
1	Definitions	2
2	Conditions of Work	5
3	Correlation of Contract Documents	6
4	Commencement and Progress of Work	6
5	Submittals, Product Data, Shop Drawings and Samples	7
6	Separate Contracts	7
7	Cooperation of Trades	7
8	Damages	8
9	Minimum Wage Rates	8
10	Posting Minimum Wage Rates	8
11	Construction Schedules	9
12	Preference in Employment	9
13	Compensation for Changes in the Work	9
14	Deleted Work	11
15	Materials: Standards	11
16	Inspection and Tests	12
17	Royalties and Patents	13
18	Surveys, Permits, and Regulations	13
19	Protection of the Work, Persons and Property	13
20	Temporary Utilities	14
21	Correction of Work	14
22	Guarantees and Warranties	15

ARTICLE	TITLE	PAGE
23	Cutting, Fitting, Patching, and Digging	15
24	Cleaning Up	15
25	All Work Subject to Control of the Commissioner	15
26	Authority of the Construction Administrator	15
27	Schedule of Values: Application for Payment	16
28	Partial Payments	16
29	Delivery of Statement Showing Amounts Due for Wages, Materials, and Supplies	17
30	Substantial Completion and Acceptance	17
31	Final Payment	17
32	Owner's Right to Withhold Payments	18
33	Owner's Right to Stop Work or Terminate Contract	18
34	Subletting or Assigning of Contract	19
35	Contractor's Insurance	19
36	Foreign Materials	20
37	Hours of Work	20
38	Claims	21
39	Diesel Vehicle Emissions Control	23
<b>Appendixes</b>		
	Appendix 1 – CT MIL 7048 General Contractor Retainage Reduction Request Form	25

## **ARTICLE 1 DEFINITIONS**

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

- 1.1 ACCEPTANCE:** The Owner's acknowledgement of the Work from the Contractor upon certification by the Construction Administrator and Architect or Engineer that all Work has been completed.
- 1.2 ADDITIONAL OR DELETED WORK:** Work required by the Department that, in the judgment of the Commissioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.
- 1.3 AGENCY:** The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.
- 1.4 APPLICATION FOR PAYMENT, PARTIAL PAYMENT OR REQUISITION:** Contractor's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.
- 1.5 ARCHITECT OR ENGINEER:** A sole proprietor, partnership, firm, corporation or other business organization under Contract with the Owner, commissioned to prepare Contract Drawings and Specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.
- 1.6 AS-BUILT DRAWINGS:** Construction Drawings revised by the Contractor to show all significant Modifications made during the construction process.
- 1.7 BASE BID:** Monetary value stated in the Bid Proposal Form as the sum for which the Bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.
- 1.8 BID BOND:** Form of Bid Security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statute Section 4b-92.
- 1.9 BIDDER:** A sole proprietor, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated.
- 1.10 BIDDING DOCUMENTS:** Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids.
- 1.11 BID OR BID PROPOSAL FORM:** A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.
- 1.12 BID SECURITY:** Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.
- 1.13 BUILDER'S RISK INSURANCE:** A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.
- 1.14 CASH ALLOWANCE:** An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.
- 1.15 CERTIFICATE OF ACCEPTANCE:** A document issued by the Owner to the Contractor stating that all Work specified in the Certificate of Acceptance has been completed and accepted by the Owner.
- 1.16 CERTIFICATE OF COMPLIANCE:** A document stating that for the portion of the Project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes.
- 1.17 CERTIFICATE OF OCCUPANCY:** Document is-sued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.
- 1.18 CERTIFICATE OF SUBSTANTIAL COMPLETION:** A document prepared by the Architect or Engineer and approved by the Owner on the basis of an inspection stating:
- 1.18.1** that the Work, or a designated portion thereof, is determined to be Substantially Complete;
  - 1.18.2** the date of Substantial Completion;
  - 1.18.3** the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and
  - 1.18.4** The time within which the Contractor shall complete the remaining Work.

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

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

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

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

**1.23 CONSTRUCTION CHANGE DIRECTIVE:** A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both. Any Construction Change Directive effecting an adjustment to the Contract Sum or Contract Time shall result in a Change Order.

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

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

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

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

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

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

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

**1.31 Military Department (CT MIL) PROJECT MANAGER:** The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

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

**1.33 EQUAL(S):** Any deviation from the Specification which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the first listed manufacturer or first listed procedure specified after review by the Architect/Engineer, and may be rejected or approved at the sole discretion of the Owner. All equals must be substantially equivalent to the first manufacturer or first procedure listed in the Specifications with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, rating, and cost. The equal does not constitute a modification in the scope of Work, the Schedule, or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

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

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

**1.36 GENERAL CONDITIONS:** The General Conditions of the Contract for Construction, part of Division 00 of the Specifications.

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

Specifications.

**1.38 GUARANTEE:** See Warranty.

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

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

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

**1.42 NON-WORKING DAYS:** All Saturdays, Sundays, Legal State Holidays (12), and any other Days identified in the Contract Documents that the Contractor is not permitted to execute the Work. The restriction of Non-Working Days may be suspended upon the approval or direction of the Commissioner.

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

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

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

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

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

**1.48 PERFORMANCE BOND OR SURETY BOND:** A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statutes Section 49-41.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.63 SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents.

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

**1.65 SUPERINTENDENT:** The Contractor's representative at the site who is responsible for continuous field supervision, coordination, in, completion of the Work, and, unless another person is designated in writing by the Contractor to the Owner and the Construction Administrator, for the prevention of accidents.

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

**1.67 SUPPLEMENTARY CONDITIONS:** An extension in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

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

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

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

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

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

## **ARTICLE 2 CONDITIONS OF WORK**

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

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

**2.3** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or



omissions discovered shall be reported to the Construction Administrator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the Plans shall be corrected by the Contractor without additional compensation.

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

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

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

**2.7** The Contractor shall perform the Work in accordance with the Contract Documents and approved Submittals pursuant to Article 5.

### **ARTICLE 3 CORRELATION OF CONTRACT DOCUMENTS**

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

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

**3.1.2** The Supplementary Conditions take precedence over the General Conditions.

**3.1.3** The General Conditions take precedence over the General Requirements.

**3.1.4** The Specifications shall take precedence over the Plans.

**3.1.5** Stated dimensions shall take precedence over scaled dimensions.

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

**3.1.7** The Schedules contained in the Contract Documents shall take precedence over other data on the Plans.

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

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

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

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

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

### **ARTICLE 4 COMMENCEMENT AND PROGRESS OF WORK**

**4.1** The Work shall start upon the date given in the Notice to Proceed. The Contractor shall complete all the Work necessary for Final Payment, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for Acceptance, punch list Work, training and submission of Record Documents, manuals, Guarantees and Warranties as stated in the Contract Document.

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

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

**4.4** The Contractor shall not be entitled to costs for delay due to Owner ordered Modifications or any other circumstances for the period of ~~time between the Contractor's elected early completion and the end of the Contract Time. Such costs include, but are not limited to,~~

extended home office costs, field office costs, or supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.

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

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

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

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

**4.9** The Contractor shall employ a competent project manager who shall represent the Contractor. Communications given to the project manager shall be binding as if given to the Contractor. The project manager will be employed full time on the Project and be located and assigned to the Project site during and for the duration of the Work.

**4.10** The Contractor shall employ a competent Superintendent and necessary assistants who will be in attendance at the project site during the performance of the Work.

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

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



**5.1** Contractor shall review, approve, and submit to the Construction Administrator all Submittals including but not limited to, product data, Shop Drawings, and samples, with such promptness as to cause no delay in the Work.

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

**5.3** No Work governed by such Shop Drawings, Schedules or samples shall be fabricated, delivered or installed until approved by the Architect or Engineer.

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

#### **ARTICLE 6 SEPARATE CONTRACTS**

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

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

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

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

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

#### **ARTICLE 7 COOPERATION OF TRADES**

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

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

#### **ARTICLE 8 DAMAGES**

**8.1** The Liquidated Damages, provided in the Bidding Documents, will be assessed at two distinct times, as follows:

**8.1.1 Liquidated Damages – Substantial Completion:**

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

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

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

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

**8.1.2 Liquidated Damages – Acceptance:**

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

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

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

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

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

**ARTICLE 9 MINIMUM WAGE RATES**

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

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday."

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

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

**ARTICLE 10 POSTING MINIMUM WAGE RATES**

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

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

**ARTICLE 11 CONSTRUCTION SCHEDULES**

**11.1** Unless otherwise specified in the Contract Documents, within twenty-one (21) Days from the Contract Start Date, the Contractor shall submit the following to the Owner for approval:

- 11.1.1** A comprehensive Schedule of Submittals required by the Specifications. Said Schedule shall include Submittal dates, required approval dates and date material must be on site.
- 11.1.2** The Contractor shall allow a minimum of 14 Days for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and Acceptance of the Work by the Owner.
- 11.1.3** When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner and/or Construction Administrator with as many activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.
- 11.1.4** When the Contract Documents specify a "Construction Schedule" a detailed Construction Schedule is required using software approved by the Owner as a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the Schedule an effective tool for planning and monitoring the progress of the Work.

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

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

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

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

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

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

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

#### **ARTICLE 12 PREFERENCE IN EMPLOYMENT**

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

**12.2** Should this Contract be for a Construction Services Project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been residents of this State, and if no such person is available then to residents of other states.

**12.3** The provisions of this Article shall not apply where the state or any subdivision thereof may suffer the loss of revenue granted or to be granted from any Agency or Department of the federal government as a result of this Article or regulations related thereto.

#### **ARTICLE 13 COMPENSATION FOR CHANGES IN THE WORK**

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

**13.2** Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 25. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.

**13.3** If a Change Order makes the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.

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

**13.5** The Contractor may request, and the Owner may grant additional Contract Time when, in the opinion of the Owner, the Contractor has demonstrated that the Additional Work cannot be performed in conjunction with the Work without impact on the original Substantial Completion and/or Acceptance (if applicable) date.

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

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

**13.6.1.1 Unit Price:** As stated in the Contract Documents.

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

**13.6.1.3 Lump Sum:** Agreed upon sum by the Owner and the Contractor. The Owner may rely on costs, prices, and documentation provided by the Contractor or Subcontractor in agreeing to a Lump Sum. If the Owner believes that additional information is necessary to substantiate the accuracy of the cost, the Owner reserves the right to request and receive additional information from the Contractor. The Lump Sum must be based upon the following itemized costs:

**13.6.1.3.1 Labor:** (Contractor's or Subcontractor's own forces) No Change Order Proposal shall be negotiated if the request is solely for the increased labor rate over those originally carried by the Contractor in its original bid. Additional foreman hours shall not be included unless additional crews are added and/or a compensable time extension is granted. Project Executive time shall not be included as a direct cost as it is part of the overhead mark-up allowed. Project manager hours shall not be included unless a compensable time extension is granted.

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

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

**13.6.1.3.3.1** Workers Compensation. **13.6.1.3.3.2** Federal Social Security. **13.6.1.3.3.3** Connecticut Unemployment Compensation. **13.6.1.3.3.4** Fringe Benefits.

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

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

**13.6.1.6 Small Tools:**

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

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

**13.6.2.1** Contractor's mark-up for Work performed by its own forces:

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

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

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

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

**13.6.4 OVERHEAD AND PROFIT PERCENTAGES:** (Maximum allowable percentages applied to labor, equipment, benefits and material) Subcontractor's mark-up for Work performed by its own forces:

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

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

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

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

## 13.7 BOND COSTS

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

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

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

**13.9** If the parties cannot agree upon a Lump Sum, then the Commissioner, through the Project Manager, may at the option of the Commissioner take the following action(s):

**13.9.1** Issue a Construction Change Directive for the Additional or Deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor determined by time and material or Unit Prices based upon the same information required in Subparagraphs 13.6.1.3.3.1 through 13.6.1.5:

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

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

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

**13.9.1.3.1 Workers Compensation.**

**13.9.1.3.2 Federal Social Security.**

**13.9.1.3.3 Connecticut Unemployment Compensation.**

**13.9.1.3.4 Fringe Benefits.**

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

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

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

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

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

#### **ARTICLE 14 DELETED WORK**

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

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

#### **ARTICLE 15 MATERIALS: STANDARDS**

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

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

#### **15.3 Submittals – Equals and Substitution Requests:**

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

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

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



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

**15.3.2 Substitution of Materials and Equipment After Bid Opening:** Subject to the Architect or Engineer's determination, if the material or equipment is Equal to the one specified or pre-qualified and the CT MIL Project Manager's approval of such determination, Substitution of Material or Equipment may be allowed after the Letter of Award is issued only:

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

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

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

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

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

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

**15.4.2** Determination of the category of the request for Substitution or Equal, and

**15.4.3** Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the Owner.

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

**15.6** No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied, and the Contractor shall not be entitled to any claim for damages for delay.

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

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

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

## **ARTICLE 16 INSPECTION AND TESTS**

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

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

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

**16.4** If, at any time before final payment and Acceptance of the Work, the Commissioner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor, and materials. If such Work is found to be defective in any material respect, as determined by the Owner, because of a fault of the Contractor or any of the Contractor's Subcontractors, or if any Work shall have been covered without the approval or consent of the Commissioner (whether or not it is found to be defective), the Contractor shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective Work, including labor, material, and testing, including labor, material, re-testing or re-inspecting, services of required consultants, additional supervision, the Commissioner's and the Construction Administrator's administrative costs, and

other costs for services of other consultants.

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

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

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

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

#### **ARTICLE 17 ROYALTIES AND PATENTS**

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

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

#### **ARTICLE 18 SURVEYS, PERMITS AND REGULATIONS**

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

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

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

**18.4** If underground utilities may be involved in part of the Work the Contractor is required to request "Call-Before-You-Dig" to verify the location of underground utilities at least (3) Working Days, as further defined under Paragraph 1.71 herein, prior to the start of any excavation. The Contractor shall also notify the Owner and Agency at least (3) Working Days prior to the start of any excavation. If "Call-Before-You-Dig" fails or refuses to respond to the Contractor's request, then the Contractor shall obtain the services of a qualified underground utility locating firm, at no additional cost to the Owner, to verify locations of underground utilities prior to the start of any excavation. The Contractor shall be held responsible for providing safety, protecting the Work and protecting workmen as necessary to perform the Work. The Contractor shall be responsible for maintaining and protecting all original utility mark-out at no additional cost to the Owner.

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 20 TEMPORARY UTILITIES**

**20.1** Unless expressly provided for otherwise in the Contract Documents, the Contractor shall include in the proposed contract bid price as stated on the Bid Proposal Form, the costs of all temporary utilities required for Project completion and protection of the Work. Said temporary utilities include, but are not limited to, lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

#### **ARTICLE 21 CORRECTION OF WORK**

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

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

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

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

**21.5** No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punch list Work shall be completed before Substantial Completion is determined. The remaining minor punch list Work, as determined by the Commissioner, shall be completed within ninety (90) Days of established Substantial Completion date.

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

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

#### **ARTICLE 22 GUARANTEES and WARRANTIES**

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

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



**ARTICLE 23 CUTTING, FITTING, PATCHING, AND DIGGING**

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

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

**ARTICLE 24 CLEANING UP**

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

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

**ARTICLE 25 ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER**

**25.1** The Commissioner hereby declares that the CT MIL Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's, and/or Architect's or Engineer's, ability to revoke, alter, enlarge or relax any requirement of the Contract Documents; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of Articles 13 and 14 herein shall guide the CT MIL Project Manager.

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

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

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

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

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

**ARTICLE 26 AUTHORITY OF THE CONSTRUCTION ADMINISTRATOR**

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

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

**26.3** In any dispute arising between the Contractor and the Construction Administrator with reference to inspection and rejection of the Work, the Construction Administrator may suspend Work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Commissioner.

---

**ARTICLE 27 SCHEDULE OF VALUES, APPLICATION FOR PAYMENT**

---

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

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

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

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

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

**27.3.3** Further detail can be found in the General Requirements 01.29.76; paragraphs 1.3.B.4 for this project.

**27.4** The Schedule of Values shall include a breakdown of Contract closeout costs including systems certification testing and acceptance, training, Warranties, Guarantees, As-Built Drawings and attic stock.

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

---

**ARTICLE 28 PARTIAL PAYMENTS**

---

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

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

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

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

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

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

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

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

**28.3.3** The Contractor's provision of proper and adequate supervision and home office support of the Project.

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

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

**28.3.6** All approved credit change orders have been invoiced.

**28.3.7** All Change Order requests for pricing are current.

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

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

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

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

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

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

~~**28.5.1** In the event the Commissioner allows the Contractor to include in its requisitions payment requests for materials and equipment~~

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

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

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

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

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

**29.3** Failure to comply with this requirement may result in the Owner withholding the Application for Payment pursuant to Article 28.

#### **ARTICLE 30 SUBSTANTIAL COMPLETION AND ACCEPTANCE**

##### **30.1 Substantial Completion:**

**30.1.1** When the Contractor considers that the Work or a portion thereof is Substantially Complete, the Contractor shall request an inspection of said Work in writing to the Construction Administrator. The request shall certify that the Contractor has completed its own inspection prior to the request and that the Contractor is compliant with all requirements of Section 01 77 00 of the General Requirements. The request must also include a statement that a principal or senior executive of the Contractor is ready, willing and able to attend a walk through inspection with the Architect or Engineer.

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

**30.1.3** The Contractor shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner. Any costs for re-inspection beyond one, shall be at the expense of the Contractor and such costs will be recovered by issuance of a credit Change Order. When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion shall establish the date when the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate. If the punch list is not complete in 90 Days, the Owner reserves the right to complete the outstanding punch list items with their own forces or by awarding separate contracts and to deduct the cost thereof from the amounts remaining due to the Contractor.

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

##### **30.2 Acceptance:**

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

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

#### **ARTICLE 31 FINAL PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**32.3** The Owner has the right to withhold payment if the Contractor fails to provide accurate submissions of Submittals, update the status including but not limited to the following: As-Built Drawings, request for information (RFI) log, Schedule, submittal log, Change Order log, certified payrolls and daily reports and all other requirement of the Contract Documents.

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

#### **ARTICLE 33 OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT**

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

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

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

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

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

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

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

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

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

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

**33.3 Termination for Cause:**

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

**33.3.1.1** Failure to begin the Work within the time specified for same in the Contract Documents.

**33.3.1.2** Failure to perform the Work with sufficient workmen, equipment or materials to ensure the prompt completion of the Work within the time specified in the Contract.

**33.3.1.3** Unsuitable performance of the Work or failure to remedy or redo such work as DAS Project Manager shall reject as defective, unsuitable, or noncompliant with Contract requirements.

**33.3.1.4** Failure or refusal to remove material rejected as defective, unsuitable, or noncompliant with Contract requirements.

**33.3.1.5** Discontinuance of the suitable prosecution of the Work for a period of seventy-two (72) hours, excluding Saturdays, Sundays and holidays, without written authorization to do so from the DAS Project Manager.

**33.3.1.6** Failure to recommence discontinued Work within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) after being ordered to do so by the DAS Project Manager.

**33.3.1.7** Insolvency, filing for bankruptcy or any act or occurrence that may render the Contractor financially incapable of completing the Work.

**33.3.1.8** Failure to satisfy any final judgment against it for a period of thirty (30) days.

**33.3.1.9** Making of any assignment for the benefit of creditors.

**33.3.1.10** Violation of any provisions of the Contract Documents.

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

**33.3.3** The Commissioner may appropriate or use any or all stockpiled materials and any and all equipment required by the Contract as may be suitable and necessary for completion of the Work and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract by a party other than the Contractor, according to the terms and provisions thereof, or use such other methods or combinations thereof as in his or her opinion shall be required or desirable for the completion of the Work.

**33.3.4** All costs and charges incurred by the Owner in connection with completing the Work, or as a result of the Contractor's default, shall be deducted from any monies due to or which may become due to the Contractor. In case such expense exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable for, and shall pay to the State, the amount of the excess. Termination of the Contract shall not relieve the Contractor or its surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of the Work.

**ARTICLE 34 SUBLETTING OR ASSIGNING OF CONTRACT**

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

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

**ARTICLE 35 CONTRACTOR'S INSURANCE**

**35.1** The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00 62 16 CERTIFICATE OF INSURANCE and 00 40 13 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of the Project Manual and until the insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Owner or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Bidding and Contracts Unit, Military Department, 360 Broad Street, Room #143, Hartford, CT 06105 unless otherwise directed in writing. Presented below is a narrative summary of the insurance required.

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

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



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

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

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

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

**35.1.6 Special Hazards Insurance:** If required, will be stated in the BID PROPOSAL FORM of this Project Manual. This includes coverage for explosion, collapse or underground damage and for asbestos abatement when applicable to this Contract and shall be no less than \$1,000,000 each occurrence.

**35.1.7 Builder's Risk Insurance:** If required, will be stated in the BID PROPOSAL FORM of this Project Manual.

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

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

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

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

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

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

**35.6 Indemnification and Hold Harmless Provisions:**

**35.6.1** The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

**35.6.2** The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

**35.6.3** The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the

Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

**35.6.4** The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

**35.6.5** The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

**35.6.6** Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person described in General Conditions Article 35.

**35.6.7** This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

## **ARTICLE 36 FOREIGN MATERIALS**

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

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

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

## **ARTICLE 37 HOURS OF WORK**

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

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

## **ARTICLE 38 CLAIMS**

**38.1 General:** When filing a formal claim under Section 4-61 (referred to as "Section 4-61" below) of the Connecticut General Statutes (as revised), either as a lawsuit in the Superior Court or as a demand for arbitration, the Contractor must follow the procedures and comply with the requirements set forth in this Article. This Section does not, unless so specified, govern informal claims for additional compensation which the Contractor may bring before the Department. The Contractor should understand, however, that the Department may need, before the Department can resolve such a claim, the same kinds of documentation and other substantiation that it requires under this Article. It is the intent of the Department to compensate the Contractor for actual increased costs caused by or arising from acts or omissions on the part of the Department that violate legal or contractual duties owed to the Contractor by the Department.

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

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

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

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

**38.4.1.0 Compensable Items:** The liability of the Department for claims will be limited to the following specifically identified items of cost, insofar as they have not otherwise been paid for by the Department, and insofar as they were caused solely by the actions or omissions

of the Department or its agents (except that with regard to payment for extra work, the Department will pay to the Contractor the Overhead and profit percentages provided for in Article 13.): Additional Project-site labor expenses.

**38.4.1.1** Additional Project-site labor expenses.

**38.4.1.2** Additional costs for materials.

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

**38.4.1.4** Additional costs for active equipment.

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

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

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

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

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

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

**38.4.2.1** Abnormal or unusually severe weather

**38.4.2.2** Acts of God

**38.4.2.3** Force Majeure

**38.4.2.4** Concurrent Delay



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

**38.4.3.1** Profit, in excess of that provided for herein.

**38.4.3.2** Loss of anticipated profit.

**38.4.3.3** Loss of bidding opportunities.

**38.4.3.4** Reduction of bidding capacity.

**38.4.3.5** Home office overhead in excess of that provided for in Subparagraph 38.4.1.5 hereof.

**38.4.3.6** Attorney's fees, claims preparation expenses, or other costs of claims proceedings or resolution.

**38.4.3.7** Subcontractor failure to perform

**38.4.3.8** Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these specifications or elsewhere in the Contract.

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

**38.5.1** Detailed factual statement of the claim, with all dates, locations and items of Work pertinent to the claim.

**38.5.2** A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim must be specifically identified or explained.

**38.5.3** Excerpts from manuals or other texts which are standard in the industry, if available, that support the Contractor's claim.

- **38.5.4** The details of the circumstances that gave rise to the claim.

**38.5.5** The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the Contractor.

**38.5.6** Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.

**38.5.7** If an extension of time is sought, the specific dates and number of Days for which it is sought, and the basis or bases for the extension sought. A critical path method, bar chart, or other type of graphical schedule that supports the extension must be submitted.

**38.5.8** When submitting any claim over \$50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

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

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

**38.5.8.3** The certification shall be executed by:

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

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

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

**38.6.1** Daily time sheets and foreman's daily reports.

**38.6.2** Union agreements, if any.

**38.6.3** Insurance, welfare, and benefits records.

**38.6.4** Payroll register.

**38.6.5** Earnings records.

**38.6.6** Payroll tax returns.

**38.6.7** Records of property tax payments.

**38.6.8** Material invoices, purchase orders, and all material and supply acquisition contracts.

**38.6.9** Materials cost distribution worksheets.

**38.6.10** Equipment records (list of company equipment, rates, etc.).

**38.6.11** Vendor rental agreements.

**38.6.12** Subcontractor invoices to the Contractor, and the Contractor's certificates of payments to Subcontractors.

**38.6.13** Subcontractor payment certificates.

- 38.6.14** Canceled checks (payroll and vendors).
- 38.6.15** Job cost reports.
- 38.6.16** Job payroll ledger.
- 38.6.17** General ledger, general journal (if used), and all subsidiary ledgers and journals, together with all supporting documentation pertinent to entries made in these ledgers and journals.
- 38.6.18** Cash disbursements journals.
- 38.6.19** Financial statements for all years reflecting the operations on the Project.
- 38.6.20** Income tax returns for all years reflecting the operations on the Project.
- 38.6.21** Depreciation records on all company equipment, whether such records are maintained by the company involved, its accountant, or others.
- 38.6.22** If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.
- 38.6.23** All documents which reflect the Contractor's actual profit and overhead during the years that the Project was being performed, and for each of the five years prior to the commencement of the Project.
- 38.6.24** All documents related to the preparation of the Contractor's bid, including the final calculations on which the total proposed Contract bid price as stated in the Bid Proposal Form was based.
- 38.6.25** All documents which relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.
- 38.6.26** Worksheets used to prepare the claim, which indicate the cost components of each item of the claim, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and Subcontractors' damages, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.
- 38.6.27** The name, function, and pertinent activity of each Contractor's or Subcontractor's official, or employee, involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.
- 38.6.28** The amount(s) of additional compensation sought and a break-down of the amount(s) into the categories specified as payable under Paragraph 38.4 above.
- 38.6.29** The name, function, and pertinent activity of each Department official, employee, or agent involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

#### **ARTICLE 39 DIESEL VEHICLE EMISSIONS CONTROL**

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

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

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

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

**39.1.2.** Verified by EPA to provide a minimum emissions reduction of 20% particulate matter (PM<sub>10</sub>), 40% carbon monoxide (CO), and 50% hydrocarbons (HC).

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

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

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

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

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

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

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

*When a Mobile Source is in queue to be inspected by*

*U.S. military personnel prior to gaining access to a U.S. military installation."*

**39.1.6** All Work shall be conducted to ensure that no harmful effects are caused to adjacent Sensitive Receptor Sites. Diesel-powered

engines shall be located away from fresh air intakes, air conditioners, and windows.

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

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

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

#### **ARTICLE 40 DISCLOSURE OF RECORDS**

**40.1** Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).

**40.2** Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

#### **ARTICLE 41 AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS, AND RECORDS**

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

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

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

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

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

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

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

**END OF SECTION**

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

---

## **ARTICLE VIII - APPLICABLE LAWS AND REGULATIONS**

### **Section 801. Applicable Law.**

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

### **Section 802. Governing Regulations.**

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

### **Section 803. Nondiscrimination.**

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

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

### **Section 804. Lobbying.**

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

### **Section 805. Drug-Free Work Place.**

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

---

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

**Section 806. Environmental Protection.**

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

**Section 807. Use of United States Flag Carriers.**

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

**Section 808. Debarment and Suspension.**

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



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

**Section 809. Buy American Act.**

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

**Section 810. Uniform Relocation Assistance and real Property Acquisition Policies**

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

**Section 811. Copeland “Anti-Kickback” Act.**

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

**Section 812. Contract Work Hours and Safety Standards Act.**

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

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

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

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

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

#### **Section 814. Reporting Subawards and Executive Compensation**

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

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

---

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

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

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

d. Exemptions

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

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

e. Definitions. For purposes of this award term:

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

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

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

3. Subaward:

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

4. Subrecipient means an entity that:

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

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



---

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

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

~END OF SECTION ~

**To:** James Cavanna, RA, DBIA, CBO  
CFMO, Construction Department  
Room 225, 360 Broad Street, Hartford, CT 06105

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

**Subject:** Project No. (Insert CT MIL Project No.) Reduction of Retainage at (insert numerical percent)% project completion

**Date:** Insert Date

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

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

<b>General Contractor Certification:</b>	<hr/>	<hr/>	<hr/>
	<i>(Written Name)</i>	<i>(Signature)</i>	<i>(Date)</i>
<b>Project Manager Recommendation:</b>	<hr/>	<hr/>	<hr/>
	<i>(Written Name)</i>	<i>(Signature)</i>	<i>(Date)</i>
<b>Approved:</b>			
<b>CT CFMO Construction Dept.:</b>	<b>James A. Cavanna, Mgr</b> <hr/>	<hr/>	<hr/>
	<i>(Written Name)</i>	<i>(Signature)</i>	<i>(Date)</i>

**END**

**SET-ASIDE CONTRACTOR SCHEDULE**

VIA FAX or EMAIL

Contractor Name: Contractor  
Address: City, State, Zip  
Code

**BID OPENING DATE:**

**Re:** Insert Project description  
here Project Number:

**Date:**

**Dear Contractor:**

**Named Subcontractor Bidders Qualification Statement(s) (00 45 17)** is / (are) required for this **project, only for your Named Subcontractors** listed in **Schedule 7.5.1** of your **Bid Proposal**.

On and after October 1, 2007, each subcontractor whose subcontract exceeds \$500,000 must be prequalified in accordance with section 4a-100, as amended. Please submit at this time the Subcontractor's DAS Prequalification Certificate, *if* applicable, and the Subcontractor Bidder's Qualification Statement for each Named Subcontractor.

In accordance with Section 4.6.1 of your Bid Proposal Form, you are required to *list* below the names of each *currently certified* **set aside contractor** to be used for this project, along with the dollar *amount* to be paid each set-aside contractor.

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

NAME	ADDRESS	AMOUNT	INDICATE WHETHER SUBCONTRACTOR OR SUPPLIER, OR BOTH

- This amount must be not less than 2.5\_% of the total contract cost as stated on the Bid Proposal Form, Section 7.3.1. (Including 6.25\_% Minority Business Enterprises.)

**CERTIFICATE OF ELIGIBILITY FOR EACH OF THE NAMED  
SET-ASIDE CONTRACTORS MUST BE SUBMITTED WITH THIS  
FORM.**

Authorized Signature & Title

Date

**THIS FORM MUST BE RECEIVED NO LATER THAN 10 DAYS AT:**

State of Connecticut Military Department  
360 Broad Street  
Hartford, Connecticut 06105  
Room #143,  
Attn: Marie Thompson

STATE OF CONNECTICUT

Military Department

October 1, 2019

All Military Department Contractors SUBJECT:

Set-Aside Contract Laws

Dear Sir/Madam:

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

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

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

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

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

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

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

Sincerely yours,

MG Francis J. Evon, Jr  
The Adjutant General/Commissioner

/mt

## Non-Discrimination and Affirmative Action Provisions for State Contracts

### Section 1) CHRO – Contract Compliance Regulations Notification to Bidders (Revised 09/3/15)

[https://www.ct.gov/chro/lib/chro/Notification\\_to\\_Bidders.pdf](https://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf)

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.

\* The Commission on Human Rights and Opportunities (CHRO) “Employment Information Form” shall be submitted to CT DAS Procurement Services on behalf of the awarding agency, the Military Department (CT MIL).

### Section 2) Non-Discrimination and other Contract Compliance Requirements

For purposes of this Section, the following terms are defined as follows:

(1) “Commission” means the Commission on Human Rights and Opportunities; (2) “Contract” and “contract” include any extension or modification of the Contract or contract; (3) “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor; (4) “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose. (5) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (6) “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; (7) “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (8) “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;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 C.G.S. § 32-9n; (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees; and (11) "Small Contractor" Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("ADA") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the ADA. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this ADA. As applicable, the Contractor shall comply with § 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

### **Section 3) Affirmative Action Requirements for Certain Public Works Contracts for Construction**



Pursuant to CONN.GEN. STAT. § 46a-68c and §46a-68d and, the Regulations of Connecticut State Agencies Sections 46a-68j-21 to 46a-68j-29, the following must file an affirmative action plan with the Commission:

- 1) A successful bidder on a public works contract with a value of \$500,000 or more. The plan must be filed within thirty (30) days after a bid has been accepted by an awarding agency but before a contract is awarded. A plan may be filed in advance of or, at the same time as a bid is submitted.
- 2) A contractor with fifty (50) or more employees who has been awarded a public works contract in excess of \$50,000 in any fiscal year. A plan must be filed within thirty (30) days of the date a contract is awarded. The Commission must review a plan within sixty (60) days of receipt and must either approve or reject a plan. Should the Commission approve an affirmative action plan, the Commission will issue a certificate of compliance. This certificate of compliance shall be proof of a successful bidder's or a contractor's eligibility to bid or be awarded contracts for a period of two (2) years from the date of the certificate. This certificate does not excuse a successful bidder or contractor from being monitored by the Commission for implementation of its affirmative action plan or, from its reporting requirements under C.G.S. § 46a-68e and § 46a-68f. (Refer to Section 6) Also, the Commission may revoke the certificate if a successful bidder or contractor does not implement its affirmative action plan.

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

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

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

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

#### **Section 4) "Good Faith Efforts" to Include Minority Business Enterprises as Subcontractors**

Utilization of Minority Business Enterprises. The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.

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

For purposes of identifying a minority business enterprise who is not certified by DAS, and in order to recognize the contractor's "good faith efforts" to include minority business enterprises in the work of the project, a contractor who becomes the apparent low bidder will be requested by the awarding agency (CT MIL) to submit an Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE), prior to the



award of a contract. For purposes of identifying any small contractor and/or minority business enterprise which will participate on the project as a "set-aside" subcontractor, only a subcontractor which has a valid certification issued by DAS shall be acceptable.

- a. 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.
- b. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- c. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, 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.
- d. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

Priority Hiring. Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.

### Section 5) Set-Aside Program

This contract may be subject to the provisions the Set-Aside Program for Small Contractors and may be awarded only to a contractor certified as a small and/or minority business enterprise by DAS. The notification as to this special provision will be found in the Invitation to Bid for this contract. To search eligible "Set-Aside" contractors on DAS' web site <https://biznet.ct.gov/SDSearch/SDSearch.aspx> In the event that the Set-Aside Program for Small Contractors applies to this contract, the following special provisions will also apply:

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

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

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

#### 5.2 Alternate Bonding Available to "Set Aside" Contractors

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

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

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

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

- 1) Death or physical disability, if the listed subcontractor is an individual;
- 2) Dissolution, if a corporation or partnership;
- 3) Bankruptcy;
- 4) Inability to furnish any performance and payment bond shown on the bid form;
- 5) Inability to obtain, or loss of, a license necessary for the performance of the particular category of work;
- 6) Failure or inability to comply with a requirement of law applicable to contractors and subcontractors, or to subcontracts for construction, alteration, or repair projects;
- 7) Failure to perform his/her agreement to execute a subcontract under C.G.S. § 4b-96.

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

### **Section 6) Contract Monitoring and Reporting**

The Commission has the authority to monitor state contractor pursuant to C.G.S. § 46a-68e and 46a-68f and Section 46a-68j-23(3) of the Administrative Regulations of Connecticut State Agencies. In addition, under Sections 46a-68j-25(e) and 46a-68j-26 (g) of the Administrative Regulations of Connecticut State Agencies, the Commission has the authority to monitor the implementation of an affirmative action plan regarding: a) a successful bidder who has been awarded a public works contract valued at \$500,000 or more and, b) a contractor with fifty (50) or more employees who has been awarded a public works contract in excess of \$50,000 in any fiscal year.

In order to monitor the implementation of these plans, the Commission requires that the following contract monitoring reports be compiled and submitted:

- 1) Monthly Employment Utilization Report (form CHRO: cc-257). A contractor, on behalf of itself and all subcontractors who perform work on the project during a given month, is required to report on the work hour participation of minority male and female workers in each trade category on the project. The report must be submitted to the contract awarding agency (CT MIL) and to the Commission by the 15th day following the end of each calendar month during the term of the on-site construction work of the project.
- 2) Quarterly Small Contractor and Minority Business Enterprise Payment Status Report (form CHRO: cc-258). A contractor is required to report on the participation of small contractors or minority business enterprises identified to participate on the project. The report must be submitted to the contract awarding agency (CT MIL) and to the Commission by the 15th day following the end of each calendar quarter during the term of the on-site construction work of the project.

**Website page:** <http://www.ct.gov/chro>, then click on Forms, then click on Contract Compliance Forms and Reports.

In addition, the Commission expects that a contractor will designate an Equal Opportunity/Contract Compliance Officer for its public works project who will compile the above quarterly and monthly reports, as well as, undertake the following responsibilities for implementation of its project Affirmative Action Plan (AAP):

- 1) Maintain a project Equal Employment Opportunity (EEO) file to include all records, correspondence and other documentation relate to the project AAP.
- 2) Communicate to and inform all project subcontractors, regardless of tier, and labor referral organizations (if applicable) about project equal employment and AAP commitments and performance requirements.
- 3) Participate in project job meetings to inform project subcontractors about project equal employment and AAP performance requirements.
- 4) Track the use of employment recruitment sources identified in the project AAP regarding all employment opportunities with all subcontractors on the project. Also, maintain documentation of all contacts with these recruitment sources and their responses.

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

NOTE: Bidders and state contractors may review the full text of the before referenced Connecticut General Statutes by accessing either the State Law Library's web site <https://ctstatelibrary.org/> or the State Legislatures' web site <http://www.cga.ct.gov>.

The full text of the Regulations of Connecticut State Agencies (RSCA) Sections 46a-68j-21 through 46a-68j-43 may be reviewed by accessing the Commission's web site:

<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr=|45679>

In the alternative, bidders or state contractors may request a copy of these state statutes and regulations by contacting the Commission at (860) 541-3400 (in Hartford) or 1 (800) 477-5737.

## **Section 7) CHRO Contract Compliance Forms:**

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

1. Monthly Employment Utilization Report (Form CHRO-257 and CHRO-257a):

<http://www.ct.gov/chro/lib/chro/257s.pdf>

2. Cumulative Utilization Report (Form CHRO-257b):

<http://www.ct.gov/chro/lib/chro/257b.pdf>

3. Monthly Small Contractor & MBE Payment Status Report (Form CHRO-258a) and Quarterly Small Contractor & MBE Payment Status Report (Form CHRO-258):

<http://www.ct.gov/chro/lib/chro/258s.pdf>

**Minimum Rates and Classifications  
for Building Construction**

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

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

**Project Number:** 19MIL22301

**Project Town:** NEW LONDON

**Project:** BOILER & WATER SYSTEM REPLACEMENT

The following pages contain:

Contractors Wage Certification Form	1 page
Notice to all Mason Contractors reference Section 31-53 of C.G.S. (Prevailing Wages)	1 page
Prevailing Wage Rates - English	15 pages
Informational Bulletin - <b>Occupational Classifications</b>	7 pages
Informational Bulletin – <b>The 10-Hour OSHA Construction Safety and Health Course</b>	2 pages
Footnotes	2 pages
Special Notice re Wage Rate Adjustments	1 pages
Weekly Payroll Certification Form (WWS-CP1)	1 page
Fringe Benefits Explanation (P)	1 page
Weekly Payroll Certification Form (WWS-CP2)	1 page

**As of: Tuesday, July 19, 2016**

**CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION  
CONTRACTORS WAGE CERTIFICATION FORM**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

and all of its subcontractors will pay all workers on the

Project Name and Number
Street and City

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

Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, '42 \_\_\_\_\_.

---

Notary Public

Return to:

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

\_\_\_\_\_

November 29, 2006

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

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

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

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

**Forklift Operator:**

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

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

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

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

## Information Bulletin

### *Occupational Classifications*

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

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

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

- **ASBESTOS WORKERS**

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

- **ASBESTOS INSULATOR**

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

- **BOILERMAKERS**

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

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

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



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

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

- **CLEANING LABORER**

The clean up of any construction debris and the general cleaning, including sweeping, wash down, mopping, wiping of the construction facility, washing, polishing, dusting, etc., prior to the issuance of a certificate of occupancy falls under the *Labor classification*.

- **DELIVERY PERSONNEL**

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

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

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring.

**\*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.**

- **ELEVATOR CONSTRUCTORS**

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

- **FORK LIFT OPERATOR**

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

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

- **GLAZIERS**

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

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which requires either a blended rate or equal composite workforce. Insulated metal and insulated composite panels are still installed by the Ironworker.

- **INSULATOR**

Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings. Past practice using the applicable licensed trades, Plumber, Sheet Metal, Sprinkler Fitter, and Electrician, is not inconsistent with the Insulator classification and would be permitted.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

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

- **LEAD PAINT REMOVAL**

Painter's Rate

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

Laborer's Rate

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

- **PLUMBERS AND PIPEFITTERS**

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

- **POWER EQUIPMENT OPERATORS**

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

- **ROOFERS**

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

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, wall panel siding, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc.

The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Insulated metal and insulated composite panels are still installed by the Iron Worker. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers.

- **SPRINKLER FITTERS**

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

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

- **TILE MARBLE AND TERRAZZO FINISHERS**

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

- **TRUCK DRIVERS**

**Definitions:**

1) “Site of the work” (29 Code of Federal Regulations (CFR) 5.2(l)(b) is the physical place or places where the building or work called for in the contract will remain and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project;

(a) Except as provided in paragraph (l) (3) of this section, job headquarters, tool yards, batch plants, borrow pits, etc. are part of the “site of the work”; provided they are dedicated exclusively, or nearly so, to the performance of the contract or project, and provided they are adjacent to “the site of work” as defined in paragraph (e)(1) of this section;

(b) Not included in the “site of the work” are permanent home offices, branch plant establishments, fabrication plants, tool yards etc, of a contractor or subcontractor whose location and continuance in operation are determined wholly without regard to a particular State or political subdivision contract or uncertain and indefinite periods of time involved of a few seconds or minutes duration and where the failure to count such time is due to consideration justified by industrial realities (29 CFR 785.47)

2) “Engaged to wait” is waiting time that belongs to and is controlled by the employer which is an integral part of the job and is therefore compensable as hours worked. (29 CFR 785.15)

3) “Waiting to be engaged” is waiting time that an employee can use effectively for their own purpose and is not compensable as hours worked. (29 CFR 785.16)

4) “De Minimus” is a rule that recognizes that unsubstantial or insignificant periods of time which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. This rule applies only where there are uncertain and indefinite periods of time involved of a short duration and where the failure to count such time is due to consideration justified by worksite realities. For example, with respect to truck drivers on prevailing wage sites, this is typically less than 15 minutes at a time.

**Coverage of Truck Drivers on State or Political subdivision Prevailing Wage Projects**

**Truck drivers are covered for payroll purposes under the following conditions:**

- Truck Drivers for time spent working on the site of the work.
- Truck Drivers for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimus

- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract or project where a significant portion of such building or work is constructed and the physical places where the building or work outlined in the contract will remain.

*For example: Truck drivers delivering asphalt are covered under prevailing wage while "engaged to wait" on the site and when directly involved in the paving operation, provided the total time is not "de minimus"*

**Truck Drivers are not covered in the following instances:**

- Material delivery truck drivers while off "the site of the work"
- Truck Drivers traveling between a prevailing wage job and a commercial supply facility while they are off the "site of the work"
- Truck drivers whose time spent on the "site of the work" is de minimus, such as under 15 minutes at a time, merely to drop off materials or supplies, including asphalt.

*These guidelines are similar to U.S. Labor Department policies. The application of these guidelines may be subject to review based on factual considerations on a case by case basis.*

**For example:**

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

*Any questions regarding the proper classification should be directed to:*

*Public Contract Compliance Unit  
Wage and Workplace Standards Division  
Connecticut Department of Labor  
200 Folly Brook Blvd, Wethersfield, CT 06109  
(860) 263-6543*

# **Informational Bulletin**

## **THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE**

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;



- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

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

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and  
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**  
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

### **Ironworkers**

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

### **Laborers (Tunnel Construction)**

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

### **Roofers**

- a. Paid Holidays: July 4<sup>th</sup>, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

### **Sprinkler Fitters**

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

## STATUTE 31-55a

### - SPECIAL NOTICE -

#### **To All State and Political Subdivisions, Their Agents, and Contractors Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.**

*Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.*

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: [www.ctdol.state.ct.us](http://www.ctdol.state.ct.us). For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

**Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.**



**\*FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker’s compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care \_\_\_\_\_
- 4) Disability\_\_\_\_\_
- 2) Pension or retirement \_\_\_\_\_
- 5) Vacation, holiday\_\_\_\_\_
- 3) Life Insurance \_\_\_\_\_
- 6) Other (please specify) \_\_\_\_\_

**CERTIFIED STATEMENT OF COMPLIANCE**

For the week ending date of \_\_\_\_\_,

I, \_\_\_\_\_ of \_\_\_\_\_, (hereafter known as  
Employer) in my capacity as \_\_\_\_\_ (title) do hereby certify and state:

**Section A:**

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such employee to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such employee of the Employer is covered by a worker’s compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA~The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such employee’s name first appears.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Submitted on (Date)

**Section B: Applies to CONNDOT Projects ONLY**  
**That pursuant to CONNDOT contract requirements for reporting purposes only, all employees listed under Section B who performed work on this project are not covered under the prevailing wage requirements defined in Connecticut General Statutes Section 31-53.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Submitted on (Date)

Note: CTDOL will assume all hours worked were performed under Section A unless clearly delineated as Section B WWS-CP1 as such. Should an employee perform work under both Section A and Section B, the hours worked and wages paid must be segregated for reporting purposes.

**\*\*\*THIS IS A PUBLIC DOCUMENT\*\*\***  
**\*\*\*DO NOT INCLUDE SOCIAL SECURITY NUMBERS\*\*\***





**STATE OF CONNECTICUT**

**Affidavit For Certification Of Subcontractors As Minority Business Enterprises (MBE)**

*(To be completed only for subcontractors not certified as MBEs by the Department of Administrative Services)*

To document the good faith efforts of the below named state contractor to include minority business enterprises as subcontractors (for services and/or material suppliers) on the state project also identified below, I certify that the following subcontractors meet the criteria for minority business enterprises set forth in CONN. GEN. STAT. § 4a-60(b). I attest that each named minority business enterprise will be contracted by the named state contractor to participate on the identified state project as a subcontractor.

The subcontractors being identified to be bona fide minority business enterprises are:

Subcontractor Name	Subcontractor's Principal Officer's Name

**(use additional sheets as necessary)**

I further certify and affirm that I have read and understand the contract compliance requirements codified at CONN. GEN. STAT. Sections 4a-60 & 46a-71(d), and the Contract Compliance Regulations codified at Sections 46a-68j-21 through 43 of the Administrative Regulations of Connecticut State Agencies. I also understand that any false statements made herein are punishable by law.

_____ <b>(state contractor legal name)</b>	_____ <b>(type full printed name and title of official submitting this affidavit on behalf of contractor)</b>
_____ <b>(state project number)</b>	_____ <b>(signature of official)</b>
Military Department _____ <b>(state awarding agency)</b>	_____ <b>(date of affidavit)</b>

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

My Commission expires \_\_\_\_\_

<b>Please complete this form and return 15 calendar days after bid opening to the Military Department Procurement, 360 Broad Street – Room #143, Hartford, CT 06105.</b>
--

## SECURITY REGULATIONS FOR CONTRACT FORCES ON MILITARY DEPARTMENT FACILITIES

### Facility Admittance

---

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

1. The Contractor will provide each person working or visiting at the site with an identification badge, bearing the name of the Contractor and a number. As badges are assigned, a record shall be kept by the Contractor and given to the Construction Administrator and Agency Administrator. Update and correct the records of all badges issued on a semi-monthly basis.
2. Badges are to be worn on outer garment where visible at all times while at the construction site, return them to the Contractor's field office at the end of each day and pick them up there each morning.
3. All vehicles parking in the Contractor's parking lot and those used around the site require an ID sticker. They will be issued by the Agency. Each contractor shall apply for parking stickers through the Construction Administrator no more than semi-monthly and shall keep record of all stickers issued.

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

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

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

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

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

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

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

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



## 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 of 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 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](http://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.