



University of Connecticut  
*Administration and Operations Services*

Capital Projects and Contract  
Administration

January 30, 20089  
Ms. Lisa Nelson  
Gar-San Corporation  
680 Main Street  
Watertown, CT 06795

Re: Hosmerr Hall  
Project Number: 901249

Dear Ms. Nelson,

The University of Connecticut is pleased to inform you, subject to the occurrence of all the conditions noted below, of its intent to enter into an agreement with your firm for our **Project Number #901249, Hosmerr Hall, at the University of Connecticut, West Hartford Campus. Your bid was submitted on November 14, 2008 for a contract value of \$446,558.00.**

The conditional elements for contract award are as follows:

- 1) Our receipt and acceptance of the attached University of Connecticut Performance Bond and University of Connecticut Payment Bond. Both Bonds must be fully executed and in an amount equal to 100% of the Agreement total and executed by a Surety (or Sureties) acceptable to the University. Please be sure to use the attached University of Connecticut Bond Forms.
- 2) Our receipt and acceptance of a Certificate(s) of Insurance for coverage in amounts no less than required in the bid/contract documents. The "University of Connecticut, the State of Connecticut, their officers, agents and employees" must be named as additional insured.
- 3) Presentation of a valid Corporate Resolution and Nondiscrimination Certification at contract signing in the format attached. Ethics Form 1 (Form 5 and Form 6 if applicable) must also be signed at contract signing. Instructions for execution are attached.
- 4) Copies of Subcontractor Agreements as outlined in the bid documents (Attached) (if applicable).
- 5) Within the next ten (10) days, submission to and acceptance by the University of a Contractor's Critical Path Method Construction Schedule specific to the project for which this letter is being issued.
- 6) Pursuant to Connecticut General Statutes Section 46a-68d, et seq. and applicable regulations, it will be necessary for your firm to file with and obtain approval from the Commission on Human Rights and Opportunities ("CHRO") of your Affirmative Action Plan. Since it is expected that your Affirmative Action

*An Equal Opportunity Employer*

Architectural & Engineering Services Building  
31 LeDoyt Road Unit 3047  
Storrs, Connecticut 06269-3047

Telephone: (860) 486-8050  
Facsimile: (860) 486-1953  
e-mail: [wwwcpca@uconnvm.uconn.edu](mailto:wwwcpca@uconnvm.uconn.edu)  
web: [www.cpcu.uconn.edu](http://www.cpcu.uconn.edu)

Plan may take up to 60 days or more to be reviewed and approved by CHRO, the University will withhold two percent (2%) of the total contract price per month, pending CHRO approval of your plan, and otherwise retain all rights in accordance with the proposal/contract documents. Evidence (i.e copy of transmittal letter) of submission of your plan to CHRO with your EEO coordinator's name, a list of subcontractors, and copies of your set-a-side program will be required prior to or at contract signing.

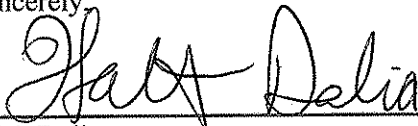
7) Execution of the Agreement document by your firm as required by the bid/contract documents, satisfactory to the University and in accordance with this letter; issuance of a Notice to Proceed; issuance of a Purchase Order Number from the University's Office of Capital Project and Contract Administration; and compliance with all other provisions of the bidding and contract documents and University procedures prior to commencing the project.

The University reserves all rights pending compliance with the above conditions. In addition, any obligation of the University to enter into the above referenced Agreement is subject to, and contingent upon, the adherence to requirements of any applicable statutes, court ruling or law.

The bonds, Insurance Certificate(s), Corporate Resolution, Ethics Form 1, and Nondiscrimination Certification must be provided at contract signing.

Please contact Laurie Allard, Contract Specialist for CPCA, at 860-486-8052 as soon as you have provided the University with your Contractor's Critical Path Method Construction Schedule, evidence of CHRO plan, list of set-a-side and list of subcontractors planned to confirm a date for contract signing. Any additional questions you may have regarding the contract or forms to be completed may be addressed at that time. We look forward to working with you on this important project.

Sincerely,



Walt Dalia

Purchasing Agent I, Capital Project and Contract Administration

CC: B. Gore  
L. Allard  
V. Shasha  
CPCA  
File

**CERTIFIED RESOLUTION**  
(Corporation w/ Seal)

I, \_\_\_\_\_, Secretary of \_\_\_\_\_, Inc.,  
(Name) (Company Name)  
a corporation organized and existing under the laws of the State of Connecticut  
(the "Company"), do hereby certify that the following is a true and correct copy  
of a resolution duly adopted at a meeting of the Board of Directors of the  
Company duly held and convened on \_\_\_\_\_, at which meeting a  
(Date)  
duly constituted quorum of the Board of Directors was present and acting  
throughout, and that such resolution has not been modified, rescinded or  
revoked, and is at present in full force and effect:

**RESOLVED:** that \_\_\_\_\_, \_\_\_\_\_, Inc.,  
(Name) (Title) (Company Name)  
is empowered and authorized to execute contracts on behalf of the Company.

**IN WITNESS WHEREOF**, the undersigned has affixed his signature and  
the corporate seal of the Company this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
(Signature) Secretary

\_\_\_\_\_  
(Print Name)

CORPORATE SEAL

# University of Connecticut Minimum Insurance Requirements

**Construction Insurance Requirements: Bidders, Proposers, Applicants shall include the complete cost of furnishing the insurance listed below.**

- 1) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 per occurrence. The policy shall include coverage for bodily injury, property damage, personal injury, contractual liability, products and completed operations, and XCU (if applicable). The products and completed operations coverage shall be maintained for not less than two years after acceptance, cancellation or termination of the work. The policy shall be endorsed to include the State of Connecticut, University of Connecticut as Additional Insured regarding work performed pursuant to this contract. If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount.
- 2) Business Automobile Liability insurance is an amount not less than \$1,000,000 per occurrence. Coverage extends to owned, hired and non-owned vehicles assigned to or used in performance of this contract.
- 3) Workers' Compensation and Employer's Liability coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 policy disease limit, \$100,000 each employee.
- 4) Professional Liability (if applicable) Insurance for architectural and/or engineering services under the contract covering acts, errors and omissions arising out of the work or service preferred. Liability limit no less than \$1,000,000 per occurrence and coverage shall be maintained for no less than two (2) years past completion and acceptance of the work.

## Insurance Provisions

- A) State of Connecticut, University of Connecticut, their officers, officials, employees, agents, boards and commissions shall be named as Additional Insured under the Commercial General Liability policy for this project. (ISO Additional Insured – Owners, Lessees or Contractors – Completed Operations, CG 20 37 07 04 endorsement or equivalent).
- B) Any deductibles or Self-Insured retention shall be the sole responsibility of the Contractor.
- C) The Contractor shall agree to a Waiver of Subrogation for each required policy providing coverage for the life of the contract and waives all rights of recovery or subrogation against UConn.
- D) For any claims related to the project, the Contractor's insurance shall be primary.
- E) Claims Made coverage is unacceptable with the exception of Professional Liability. All coverage is to be written on an Occurrence policy form.
- F) The cost of coverage will be considered as included in the contract price and any excess limits required shall apply to the benefit of the Additional Insured.
- G) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance for each subcontractor. All coverages for subcontractors shall be subject to all of the above requirements.
- H) All insurance coverages shall be provided by a Connecticut admitted insurance carrier with an A.M. Best rating of A- VII or better.
- I) Coverage shall not be cancelled, voided or suspended, except after thirty (30) days prior written notice by certified mail has been given to the University of Connecticut.

## Verification of Coverage

Contractor shall furnish the University of Connecticut with original certificates of insurance (ACORD Form 25-S or equivalent) evidencing the required coverage. All certificates shall clearly indicate the project name, project number or some easily identifiable reference to the relationship to the State and indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage. All certificates are to be received and approved before work commences. University of Connecticut reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

CERTIFICATION

*(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)*

I \_\_\_\_\_ (signer's name), \_\_\_\_\_ (signer's title),  
of \_\_\_\_\_ (name of entity), an entity lawfully  
organized and existing under the laws of \_\_\_\_\_ (name  
of state or common-wealth), do hereby certify that the following is a true and correct copy of a  
resolution adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by the governing  
body of \_\_\_\_\_ (name of entity), in accordance with all of  
its documents of governance and management and the laws of  
\_\_\_\_\_ (name of state or commonwealth), and further  
certify that such resolution has not been modified, rescinded or revoked, and is, at  
present, in full force and effect.

RESOLVED: That \_\_\_\_\_ (name of entity) hereby adopts  
as its policy to support the nondiscrimination agreements and warranties required  
under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended  
in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of  
Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

By : \_\_\_\_\_  
Print Name:

Title: \_\_\_\_\_

Effective June 25, 2007



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**     Initial Certification                       Annual Update (Multi-year contracts only.)

### GIFT CERTIFICATION:

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

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

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

### CAMPAIGN CONTRIBUTION CERTIFICATION:

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



UNIVERSITY OF CONNECTICUT  
LABOR & MATERIAL PAYMENT BOND

BOND NO. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_ of,  
\_\_\_\_\_, (hereinafter called the Principal) as Principal,  
and \_\_\_\_\_ a corporation duly established under the laws of the State of  
\_\_\_\_\_ and duly authorized to transact business in the State of Connecticut  
(hereinafter called the Surety(ies)) as Surety(ies), are firmly bound and held unto the UNIVERSITY OF  
CONNECTICUT, as Obligee, in the sum of \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_), for the payment of the Principal and Surety(ies) binds, itself,  
its successors and assigns, himself, his heirs, executors, administrators, and assigns, jointly and severally by  
these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**WHEREAS**, the principal has entered into or intends to enter into a written contract (the "contract") with  
the University of Connecticut for the construction of \_\_\_\_\_  
\_\_\_\_\_, which contract, together with all plans and  
specifications now made or which may hereafter be made in extension, modification or alteration thereof, is  
hereby referred to, incorporated in, and made a part of this bond as though fully set forth herein.

**NOW, THEREFORE**, if the principal faithfully makes payment for all materials and labor used or employed in  
the performance of the contract, as required by the contract documents and the General Statutes of  
Connecticut, as amended, then this obligation shall be null and void; otherwise it shall remain in full force  
and effect. This bond is provided pursuant to Sections 49-41 et seq. Of the General Statutes of Connecticut  
and shall be governed thereby.

Signed, sealed and executed at \_\_\_\_\_  
this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered in the presence of :

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
Principal

As to Principal

Signed, Sealed and Executed at \_\_\_\_\_  
this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed and delivered in the presence of :

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
\_\_\_\_\_  
As to Surety(ies)



UNIVERSITY OF CONNECTICUT  
PERFORMANCE BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of  
\_\_\_\_\_, (hereinafter called the Principal), as Principal,  
and \_\_\_\_\_ a corporation duly established under the laws of  
the State of \_\_\_\_\_ and duly authorized to transact business in the State of  
Connecticut (hereinafter called the Surety(ies)) as Surety(ies), are firmly bound and held unto the  
UNIVERSITY OF CONNECTICUT, as Obligee, in the sum of \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_), for the payment of which we bind ourselves, our  
heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the principal has entered into or intends to enter into a written contract (the "contract")  
with the University of Connecticut for the construction of \_\_\_\_\_,  
which contract, together with all plans and specifications now made or which may hereafter be made in  
extension, modification or alteration thereof, is hereby referred to, incorporated in, and made a part of  
this bond as though fully set forth herein.

NOW, THEREFORE, if the principal faithfully performs and fulfills all of the undertakings, covenants,  
terms, conditions, and agreements of the contract during the original term of the contract and any  
extensions thereof that are granted by the University of Connecticut, with or without notice to the  
Surety(ies), and during the life of any guaranty required under the contract; and also faithfully performs  
and fulfills all the undertakings, covenants, terms, conditions and agreements of any and all duty  
authorized modifications of the contract that hereafter are made, then this obligation shall be void;  
otherwise it shall remain in full force and effect.

Any alterations which may be made in the terms of the contract, or in the work done or to be done under  
it, or the giving by the University of Connecticut of any extension of time for the performance of the  
contract or any other forbearance on the part of either the University of Connecticut or the principal,  
one to the other, shall not in any way release the principal, and/or the Surety(ies) or either of them,  
their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, and  
notice to the surety(ies) of any such alteration, modification, extension or forbearance is hereby  
specifically and absolutely waived.

Signed, sealed and executed at \_\_\_\_\_  
this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed, sealed and delivered in the presence of :

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
As to Principal

Signed, Sealed and Executed at \_\_\_\_\_  
this \_\_\_\_\_, day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed, sealed and delivered in the presence of :

\_\_\_\_\_  
(L.S.)

\_\_\_\_\_  
As to Surety(ies)

SUBCONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_, 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" and \_\_\_\_\_ a corporation organized and existing under the laws of \_\_\_\_\_ a partnership consisting of \_\_\_\_\_ an individual doing business as \_\_\_\_\_ hereinafter called the "Subcontractor",

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 Drawings referred to therein and Addenda No. \_\_\_\_\_ and \_\_\_\_\_ for *the \_\_\_\_\_ (Complete title of project and the project number taken from the Title page of the Project Manual)* all as prepared by \_\_\_\_\_ for the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) and the Contractor agrees to pay the Subcontractor said sum for said work. This price includes the following Alternates:

Alternate No (s) \_\_\_\_\_

(a) The Subcontractor agrees to be bound to the Contractor by the terms of the hereinbefore described Contract Documents (including all general and supplementary conditions stated therein which apply to his trade) and Addenda No. \_\_\_\_\_ and \_\_\_\_\_ and \_\_\_\_\_, and to assume to the Contractor all the obligations and responsibilities that the Contractor by those Documents assumes to

Contractor's Initials: \_\_\_\_\_

## SUBCONTRACT

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 Subcontract by the terms of the herinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Awarding Authority by the terms of the hereinbefore described documents assumes to the Contractor, except to the extent that provisions contained therein are by their terms or by law applicable only to the Awarding Authority.

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

(3) The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this Subcontract, evidence of worker's 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.

Contractor's Initials: \_\_\_\_\_

SUBCONTRACT

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

SEAL

ATTEST

By:

---

(Name of Subcontractor)

SEAL

ATTEST

By:

---

(Name of Contractor)

Contractor's Initials: \_\_\_\_\_