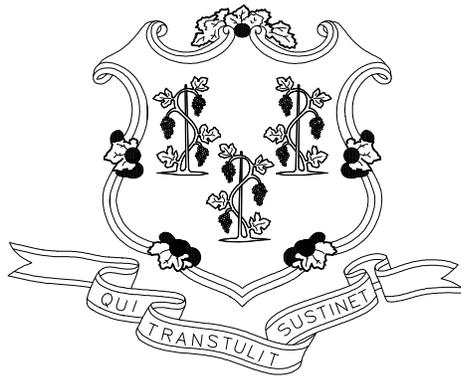


PROJECT MANUAL

for:

MILITARY VEHICLE COMPOUND EXPANSION NORWICH, CONNECTICUT

TRACKING NO.: NW 11001
MILITARY DEPARTMENT PROJECT NO. 13MIL22501



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC WORKS

PREPARED BY:



90 NATIONAL DRIVE
GLASTONBURY, CT 06033

FEBRUARY 24, 2012



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DIVISION 20-39

TECHNICAL SPECIFICATIONS

Division No.	Title	Page Count
26 56 70	Solar Powered Exterior Lighting	9 pages
31 11 00	Clearing and Grubbing	2 pages
31 20 00	Earth Moving	6 pages
31 25 00	Sedimentation and Erosion Controls	4 pages
32 16 13	Concrete Curbs and Gutters	2 pages
32 31 13	Chain Link Fences and Gates	5 pages
32 92 00	Turf and Grasses	2 pages

<u>DRAWING LIST</u>

Drawing No.	Sheet Title
T1.0	Title Sheet
C1.0	Soil Boring Logs
C2.0	Demolition Plan
C3.0	Site Layout and Grading Plan
C4.0	Sedimentation and Erosion Control Plan
C5.0	Site Details
C5.1	Site Details
C5.2	Site Details

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INVITATION TO BID
RESERVED FOR CERTIFIED SBE/MBE CONTRACTORS
 (PROJECTS LESS THAN \$500,000)

BID DATE: June 6, 2013

SEALED BID FROM CONTRACTORS SHALL BE ADDRESS TO THE MILITARY DEPARTMENT FOR THE FOLLOWING PROJECT:

PROJECT TITLE	Norwich Armory Military Vehicle Compound Expansion
PROJECT NUMBER	13MIL22501
SPECIAL REQUIREMENTS	N/A
COST ESTIMATE RANGE	\$100,000 - \$450,000
DATE PLANS AND SPEC READY	Monday, June 10, 2013 for pick up at Gov. Wm. A. O'Neill Armory, 360 Broad Street; Hartford between 8:00 am and 4:00 only. No fee required.
PRE-BID CONFERENCE	All perspective bidders are required to attend a MANDATORY Pre-Bid Conference
PRE-BID CONFERENCE TIME	To be held at 10:00 am
PRE-BID CONFERENCE DATE	June 19, 2013
PRE-BID CONFERENCE LOCATION	Norwich Armory, 38 Stott Avenue Norwich, CT 06360
PRE-BID CONFERENCE REGISTRATION	All perspective bidders must sign their name on the official roster and list the name and address of the company they represent no later than the designated start time of the pre-bid conference. Bids submitted by contractors who have not properly registered and attended the pre-bid conference shall be rejected as non-responsive. NOTE: Late Arrivals (more than 15 minutes) will not be given credit for attendance nor allowed to participate in the bid process.
BID OPENING DATE	July 8, 2013
RECEIPT OF BID PACKGE	Bids will be received at the State Military Department, Gov. Wm. A. O'Neill Armory, 360 Broad Street, Hartford UNTIL 2:00 pm on the date shown above and thereafter publicly opened and read aloud in Rm 143. Allow sufficient time for parking limitations in area.
BID RESULTS	Bid results will be emailed approximately two days after bid opening date.
MINORITY BUSINESS ENTERPRISE (MBE) PARTICIPATION	6.25%
DATE CT MILITARY BEGAN PLANNING PROJECT	March 2011

<p>Certifications and Affidavits to be submitted in writing with the Bid Proposal :</p>	<p>NEW: The following affidavits and certifications must be submitted in writing with the Bid Proposal:</p> <ul style="list-style-type: none"> •"Gift And Campaign Contribution Certification (OPM Ethics Form 1) for contracts with a value of \$50,000 or more; •*Consulting Agreement Affidavit (OPM Ethics Form 5) for contracts with a value of \$50,000 or more; •Nondiscrimination Certification (OPM Forms A through E) for all State contracts, regardless of type, term, cost or value. <p>NOTE: Failure to submit these documents in writing with the Bid Proposal shall result in rejection of the bid.</p> <p>To access OPM Ethics Forms: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806</p> <p>To access OPM Nondiscrimination Forms: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806</p>
<p>The following documents shall be submitted in writing at the time of the Bid Proposal submission.</p>	<p>>Bid Proposal Form</p> <p>>Certificate of Authority for contracts with a value of \$50,000 or more, to access: http://das.ct.gov/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf</p> <p>>Standard Bid Bond or Certified Check</p> <p>>General Contractor’s Bidder Qualification Statement</p> <p>>State Election Enforcement Commission Form 10 for contracts 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. See the SEEC website to download the document: http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_10.pdf or http://www.ctdol.state.ct.us/weltowrk/ContractForms/fy2012-2013/seec_form_10_final.pdf</p> <p>Failure to submit these documents with the Bid Proposal submission shall result in rejection of the bid.</p>
<p>Bid Security:</p>	<p>As 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 award authority and having surety thereto such Surety Company or Companies as are authorized to do business in this State and/or accepted by the Commissioner of the Military Department for an amount not less than 10% of the bid.</p>
<p>Sexual Harassment:</p>	<p>This contract is subject to the provisions of the Military Department’s Sexual Harassment Policy and as such, the contract may be cancelled, terminated or suspended by 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 CT Military website: http://www.ct.gov/mil/lib/mil/MDHandbookOct2010.pdf under Publications / Employee Handbook.</p>
<p>Performance and Labor & Material Bonds:</p>	<p>Performance and Labor & Material bonds to be furnished by the bidder awarded the contract shall be an amount not less than 100% of the contract price.</p>

Non-resident Contractors:	Non-resident contractors: At the time of contract signing, a certificate from the Commissioner of Revenue Services must be provided which evidences that C.G.S. 12-430 for non-resident contracts has been met. For details contact the Department of Revenue Services at 860-541-7538.
Prevailing Wage Rates:	<p>Prevailing wages are required on this project in accordance with the schedule provided in the bid documents, pursuant to C.G.S. 31-53 (a) thru (h) as amended.</p> <p>Each contractor who is awarded a contract on or after October 1, 202 shall be subject to provision of the CT General Statutes, Section 31-55a concerning annual adjustments to prevailing wages.</p> <p>Wage Rates will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us. Such prevailing wage adjustment shall not be considered a matter for any contract amendment.</p> <p>The wages paid on an hourly basis to any mechanic, laborer or workman employed upon the work herein contract to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount payment or contribution for his classification on each pay day.</p>
Executive Orders	To access: http://das.ct.gov/cr1.aspx?page=90

The Commissioner reserves the right to do any of the following without liability, including but not limited to: (a) waive technical defects in the bid proposal as he or she deems best for the interest of the State; (b) reject and or all bids; (c) cancel the award or execution of any contract prior to the issuance of the "Notice to Proceed"; and (d) advertise for new bids.

All project questions must be in writing (not phoned or emailed) and faxed to the Fiscal Administrative Officer shown below:

Architect/Engineer: Purcell Associates, Paul Rodrigues, P.E. Fax No: 860-633-1068

Construction Administrator: James Cavanna, AIA CBO Fax No: 860-548-3260

Authorized Representative of Owner: Maj. Ben Neumon, DPM Fax No: 860-524-4937

ALL bid questions should be addressed to the Officer listed below:

Fiscal Administrative Officer: Marie Thompson, Purchasing Supervisor Fax No: 860-548-3281

Contract Time Allowed: 60 days

Liquidated damages: \$189 per calendar day beyond substantial completion

FOR PROJECT ESTIMATED TO COST LESS THAN \$500,000.00

RESERVED FOR CURRENT CERTIFIED SBE/MBE CONTRACTORS

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

Bid Date: July 8, 2013

From: _____ (Bidder's Legal Company Name)

_____ (Address of Bidder)

_____ (Tel. No.) _____ (FAX No.)

_____ (E-Mail Address)

_____ (FEIN)

_____ (Print Contact Person's Name)

_____ (Title)

For: #13MIL22501 Military Vehicle Compound Expansion
Stratford Armory, 38 Stott Avenue, Norwich

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:

_____ (Written amount)

Dollars (\$ _____)

PERCENTAGE OF WORK PERFORMED WITH OWN FORCES

A contractor awarded a contract on a project pursuant to the provisions of Ct Gen. Statute § 4a-60g shall be required to perform not less than fifteen (15) percent of the work with their own forces and shall ensure that not

less than twenty-five (25) percent of the work be performed by contractors or subcontractors who are certified as minority business enterprises pursuant to Ct Gen Statute § 4a-60g.

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 **sixty (60)** 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. _____ Dated _____ Addendum No. _____ Dated _____

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	_____ Title
_____ Print Name	_____ 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.

Office of Policy and Management

PERSONAL SERVICE AGREEMENTS (PSA)

Ethics Affidavits & Certifications for State Contracts

[Forms & Descriptions](#) [Summary Chart](#) [Definitions](#) [Other Notes](#)

The Office of Policy and Management created the ethics forms (below) to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The forms are effective August 1, 2007.

 **FORMS & DESCRIPTIONS**  [Adobe.pdf \(all\)](#)  [Word.doc \(all\)](#) Rev. 02-01-10

Form 1. Gift and Campaign Contribution Certification

Rev. 02-01-10 [Adobe.pdf](#) [Word.doc](#)

This certification accompanies a State contract with a [value](#) of \$50,000 or more in a calendar or fiscal year. The completed form is submitted by the contractor to the awarding State agency at the time of contract execution. The form is also used with a multi-year contract to update the initial certification on an annual basis.

Form 2. Rescinded on 01-Aug-07. Use Form 1.

Form 3. Certification of State Agency Official or Employee Authorized to Execute Contract

Rev. 02-01-10 [Adobe.pdf](#) [Word.doc](#)

This certification accompanies a State contract with a [value](#) of \$50,000 or more in a calendar or fiscal year. The completed form is signed at the time of contract execution by the State agency official or employee authorized to execute the contract on behalf of the awarding State agency.

Form 4. Rescinded on 01-Aug-07. Use Form 1.

Form 5. Consulting Agreement Affidavit

Rev. 02-01-10 [Adobe.pdf](#) [Word.doc](#)

This affidavit accompanies a State contract for the purchase of goods or services with a [value](#) of \$50,000 or more in a calendar or fiscal year. Form 5 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, it is submitted at the time of contract execution.

Form 6. Affirmation of Receipt of State Ethics Laws Summary

Rev. 02-01-10 [Adobe.pdf](#) [Word.doc](#)

This affirmation accompanies a [large State construction contract](#) or a [large State procurement contract](#) with a [cost](#) of more than \$500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, Form 6 is submitted at the time of contract execution.

When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency.

Forms 6A, 6B, 6C. Rescinded on 01-Aug-07. Use Form 6.

SUMMARY CHART

The chart below summarizes who signs which ethics form, and when each form is submitted during the contracting process.

WHEN TO SUBMIT	ETHICS FORMS		
	Signed by AGENCY	Signed by CONTRACTOR	
		ALL Contracts cost or value \$50 K or more	<u>LARGE Contracts</u> cost \$500 K or more
submit form with bid or proposal		Form 5 *	Form 6 **
submit form at time of contract execution	Form 3	Form 1 Form 5 *	Form 6 **
submit form after contract execution			Form 6 **
submit form annually if multi-year contract		Form 1	

- * Form 5 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, it is submitted at the time of contract execution.
- ** Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. However, for a sole source or no bid contract, Form 6 is submitted at the time of contract execution. When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency. Depending on when the contractor engages the subcontractor or consultant, the contractor either submits the form at the time of contract execution or after contract execution.

DEFINITIONS

- **Cost of the contract** means the dollar amount (or equivalent benefit) expended by the State in accordance with the contract.

Example:

OPM entered into a contract with Servus Management Corporation to manage the State office complex located at 410-474 Capitol Avenue in Hartford. OPM pays the contractor a specified amount of money for this service. This contract represents a cost expended by the State.

- **Value of the contract** means the dollar amount (or equivalent benefit) expended or received by the State in accordance with the contract.

Example:

OPM entered into an agreement with Pinpoint Power whereby, in the event of a power shortage, certain State agencies may be asked to use their own emergency generators. In exchange, the contractor pays the State a specified amount of money to compensate for the service interruption. This contract represents a value received by the State.

- **Large state construction contract** or **large procurement contract** means any contract, having a cost of more than \$500,000 for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in section 4a-50, or (D) the construction, reconstruction, alteration, remodeling,

repair or demolition of any public building.

 **OTHER NOTES**

Affidavits and certifications are **NOT required for grants or loans**, as such awards are not:

1. large state contracts, as defined by Connecticut General Statutes § 4-250;
2. State Contracts, as defined by Executive Order 7C, Paragraph 2(f); or
3. contracts for the purchase of goods and services, as used in Connecticut General Statutes § 4-81.

For Further Information, Contact:

Please direct any questions about the ethics forms to Wanda L. Dupuy, (860) 418-6261, wanda.dupuy@ct.gov.



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:



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



**STATE OF CONNECTICUT
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany a State contract, having a value of more than \$50,000, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the awarding State agency at the time of contract execution.

CERTIFICATION:

I, the undersigned State agency official or State employee, certify that (1) I am authorized to execute the attached contract on behalf of the State agency named below, and (2) the selection of the contractor named below was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

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

Contractor Name

Awarding State Agency

State Agency Official or Employee Signature

Date

Printed Name

Title

Sworn and subscribed before me on this _____ day of _____, 20____.

**Commissioner of the Superior Court
or Notary Public**



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106 – 1628

SEEC FORM 10

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on page 2):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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.

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban"

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 or a loan to an individual for other than commercial purposes.

"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.



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106–1628

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF
CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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.

Office of Policy and Management

REQUIRED FOR ALL CONTRACT TYPES

Nondiscrimination Certification

Effective Date: June 30, 2009

-  [Form A](#) Representation By Individual
  [Form D](#) New Resolution By Entity
 [Form B](#) Representation By Entity
  [Form E](#) Prior Resolution By Entity
 [Form C](#) Affidavit By Entity

DESCRIPTION

The Office of the Attorney General has approved the above nondiscrimination certification forms to assist executive branch agencies in complying with the State's contracting requirements under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

By law, a contractor must provide an awarding State agency with *written representation or documentation* that certifies the contractor complies with the State's nondiscrimination agreements and warranties.

A nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. **See list of exempt entities (below). **

FORMS & DESCRIPTIONS

There are five different certification forms. Form A is always used for contracts with an individual who is not an entity, regardless of the contract value. Form B is always used for contracts with an entity when the contract value is less than \$50,000. Form C is recommended for contracts valued at \$50,000 or more with an entity. If Form C is not used, either Form D or E must be used; both require a resolution (new or prior).

<i>For Use By:</i>	Value Less Than \$50,000	Value \$50,000 or More
Individual	Form A <i>Representation</i>	
Entity	Form B <i>Representation</i>	Form C <i>Affidavit</i>
		Form D <i>New Resolution</i>
		Form E <i>Prior Resolution</i>

Definitions

- *individual*: a person who is not an entity
- *entity*: corporation, limited liability company, or partnership

EXPLANATION OF FORMS

Form A. Representation: For use by an individual when entering into any contract, regardless of contract value.

Form B. Representation: For use by an [entity](#) when entering into any contract valued at [less than \\$50,000](#) for any year of the contract.

Form C. Affidavit: (Recommended) For use by an [entity](#) when entering into any contract valued at [\\$50,000 or more](#) for any year of the contract **and** the entity certifies through an [affidavit](#) that a complying nondiscrimination policy is currently in place.

Form D. New Resolution: For use by a [entity](#) when entering into any contract valued at [\\$50,000 or more](#) for any year of the contract **and** the entity has a complying nondiscrimination policy adopted by a [new resolution](#) of the board of directors, shareholders, managers, members, or other governing body.

Form E. Prior Resolution: For use by a [entity](#) when entering into any contract valued at [\\$50,000 or more](#) for any year of the contract **and** the entity has a complying nondiscrimination policy adopted by a [prior resolution](#) of the board of directors, shareholders, managers, members, or other governing body.

EXEMPTIONS

The entities listed below are exempt and, therefore, not required to submit a nondiscrimination certification form when entering into a contract with the State:

1. political subdivisions of the State of Connecticut, including, but not limited to municipalities;
2. quasi-public agencies, as defined in C.G.S. § 1-120;
3. other states of the United States, including, but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in C.G.S. § 1-267;
4. the federal government;
5. foreign governments; and
6. an agency of a subdivision, agency, state or government listed in items 1-5.

For Further Information, Contact:

Please direct any questions about the nondiscrimination certification forms to the Commission on Human Rights and Opportunities:

Tel. 860/ 541-3400
Connecticut Toll Free Tel. 1-800/ 477-5737



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

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

INSTRUCTIONS:

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

REPRESENTATION OF AN ENTITY:

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

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

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

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signatory

Date

Printed Name



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

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

INSTRUCTIONS:

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

CERTIFICATION OF RESOLUTION:

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

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

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

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

or revoked, and is in full force and effect.

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

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

Authorized Signatory

Date

Printed Name



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

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

INSTRUCTIONS:

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

CERTIFICATION OF PRIOR RESOLUTION:

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

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

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

Authorized Signatory

Title

Printed Name

Date

RESERVED FOR STATE USE

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

Signature of Agency Head (or designee)

Date

Awarding State Agency

General advice for filling out affidavits and the Certificate (that serves as the Certificate of Authority for the person signing the affidavit):

- (1) The person signing any affidavit or the Gift and Campaign Contribution certification must be the individual authorized to do so in the Certificate (of authority).
- (2) The execution of the Certificate (of authority) must be on or soon after the date of execution of the contract, affidavit or the other certification, as the case may be. Please note: The Resolutions that are noted in the Certificate (of authority) need to have been adopted on or before the date the Certificate (of authority) is signed.
- (3) Gift and Campaign Contribution Certification: If no gifts were given do not leave the form blank. Write in the word “none” in the area on the form where disclosure is supposed to be made.
- (4) A notary public or a commissioner of the superior court (this is an attorney licensed to practice law) must witness the affiant (the person signing the affidavit) signing the affidavit. Therefore, the date that the affiant signs will be the same date as the notary public or commissioner of the superior court signs the affidavit.
- (5) If a notary public is used, make sure she or he places her/his seal and commission expiration date on the subject document.
- (6) In the Certificate (of authority) form, you cannot authorize yourself to sign the affidavits, unless you solely own the business or your company is an LLC and you are the sole member of the LLC. If you fall into either of these two categories, please include a note with or on the Certificate (of authority) stating that you are the sole owner or the sole member.
- (7) Depending on the structure of your company, another officer, member, partner, or general partner needs to authorize the person signing the affidavit to do so.

CORPORATION CERTIFIED RESOLUTION

I, _____, Secretary of _____
(Name of Certifying Officer) (Name of Corporation)

_____, a corporation organized and existing under the laws of the State of _____ (the "Company"), do hereby certify that the following is a true and (State of incorporation)

correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on _____, 200____, at which meeting a duly (Month and day) (year)

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 _____,
(Name and title of signer of contract documents)

of _____ is empowered and authorized, on behalf of the Company,
(Name of corporation)

to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review Board and the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Company this ____ day of _____, 200____.

[or, if the corporation has no seal ...]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this ____ day of _____, 200____. The Company has no corporate seal.

Print name:
Its Secretary

(Corporate Seal)

LLC CERTIFIED RESOLUTION

I, _____, a _____ of
(Name) (Specify Member or Manager)

_____ LLC, a limited liability company organized
(Name of company)

and existing under the laws of the State of _____,
(the "Company"), hereby certify: (i) that _____ is run by
(Name of company)

_____ ; (ii) that _____ is a
(Specify if it is run by its members or a manager) (Name of signer of contract documents)

_____ of _____ ; and (iii) that as such,
(Specify Member / Manager) (Company name)

_____ is not prohibited or limited by the articles of
(Name of signer of contract documents)

organization from binding the LLC, and is empowered and authorized, on behalf of the Company,
to execute and deliver contracts and amendments thereto, and all documents required by the
Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review
Board or the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of
the LLC this ___ day of _____, 200__.

[or, if the LLC has no seal ...]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this ___ day
of _____, 200__. The LLC has no seal.

Print name:
Its: Member / Manager

If the LLC has a seal, place it here.

LLC CERTIFIED RESOLUTION

I, _____ (name of Secretary of the corporation), the Secretary of _____ (name of corporation), which corporation is the sole member of _____ LLC (Name of LLC), a limited liability company organized and existing under the laws of the State of _____ (state of incorporation) (the "LLC") hereby certify: (i) that the LLC is run by _____ (name of corporation), that (ii) _____ (name of corporation) is the sole member of _____ (name of LLC); and (iii) that _____, President of _____ (name of corporation), the sole member of the LLC, is not prohibited or limited by the articles of organization of the corporation or the LLC from binding the LLC, and is empowered and authorized, on behalf of the corporation and the LLC, to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review Board, or the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the seal of the LLC this _____ day of _____, 200 ____.

[or if the LLC has no seal]

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this _____ day of _____, 200 ____ . The LLC has no seal.

If the LLC has a seal, place it here.

_____, LLC
(name of LLC)
By: _____ its sole member
(corporation name)
By: _____
Secretary of _____
(name of corporation)
Duly Authorized

PARTNERSHIP CERTIFICATION

I, _____, the undersigned, do certify that I am a
general partner of _____ a _____
(Name of company) (State)
partnership, and I do further certify that _____ is a
(Name of signer of contract documents)
general partner of said partnership, and, as such, is empowered and authorized on behalf of the
partnership to execute contracts and amendments thereto and all documents required by the
Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review
Board or the Office of the Attorney General associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature this
_____ day of _____, 200__.

Print name:
General Partner

CERTIFICATE OF AUTHORITY
LIMITED LIABILITY PARTNERSHIP

I, _____, a Partner of _____, LLP a
(Name of company)

Limited Liability Partnership organized and existing under the laws of the State of Connecticut, hereby certify that the following resolution was duly adopted at a meeting by all of the Partners of said Limited Liability Partnership, duly held on the _____ day of _____, _____.
(Day)
(Month) (Year)

Resolved, that _____ is a Partner of _____,
(Name of signer of contract documents) (Name of company)

LLP and is hereby authorized to make, execute, and approve on behalf of this Limited Liability Partnership any and all contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Public Works, the Connecticut State Properties Review Board and the Office of the Attorney General associated with such contracts and amendments.

AND I DO FURTHER CERTIFY that the above resolution has not been in any way altered, amended, revoked, or repealed and is now in full force and effect.

In witness whereof, I hereunto set my hand this _____ day of _____,
_____.

Print name:
Partner

Seal here

CERTIFICATE OF AUTHORITY
LIMITED PARTNERSHIP

I, _____, the undersigned, do hereby certify that I am a General
Partner of _____

(Name of partnership and address),

a _____ partnership and I do hereby further certify that
(State)

_____, in his/her capacity as a General Partner of said
(Name of signer of contract documents)

partnership is authorized to sign any and all contracts and amendments to contracts and
all documents required by the Governor, the Connecticut Department of Public Works,
the Connecticut State Properties Review Board or the Office of the Attorney General
associated with such contracts and amendments on behalf of the said partnership.

I do further certify that the above authorization has not been amended or revoked
and was in full force and effect on _____ and continues to be
(date of or prior to the execution of
the subject contract document)

in full force and effect as of the present time.

Dated this _____ day of _____, _____.

Print name:
General Partner

CERTIFICATE OF AUTHORITY
DESIGN BUILD

I, _____, the undersigned, do hereby certify that I am
(Name of Certifying Officer)

the _____, of _____, a
(Title of Certifying Officer) (Name of Company)

_____ corporation, and that the following resolution
(State of Incorporation)

was duly adopted on _____, _____, at a duly called and held
(Date of Adoption of Resolution)

meeting of the Board of Directors of said corporation:

Resolved, that _____, in _____ capacity as
(Name of signer of contract documents) (his/her)

_____ of _____, is fully
(Title of signer of contract documents) (Name of Company)

authorized to execute and sign on behalf of the corporation all bonds, contracts and
amendments thereto, and all documents required by the Governor, the Connecticut Department of
Public Works, the Connecticut State Properties Review Board or the Office of the Attorney
General in connection with the _____ and to affix the
(Project Title and Number)

Corporate Seal on such documents.

I do further certify that the above resolution has not been amended or revoked and
is now in full force and effect.

Dated this _____ day of _____, _____.

Affix Corporate Seal Here

_____ (Signature)

Print name: _____

Title: _____

DEPARTMENT OF PUBLIC WORKS
STATE OF CONNECTICUT

STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
_____, hereinafter called the Principal,
of _____, as Principal,
and _____, hereinafter
called the Surety, a corporation organized and existing under the laws of the
State of _____, and duly authorized to transact a
surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of
Connecticut, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a
proposal hereinafter mentioned, _____

_____,
lawful money of the United States of America, for the payment of which, well and truly to be made to
the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted
or is about to submit a proposal to the Obligee related to a contract for Project No.: _____

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within
such time as may be specified, enter into the said contract in writing with the State of Connecticut and
give the required bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay
to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the
penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 _____

Principal's Signature

Surety

(Print name)

by

Its attorney in fact

Company Name

(Print name)

GENERAL CONTRACTOR BIDDER'S QUALIFICATION STATEMENT

PROJECT NO.: 13MIL22501

All bidders are required to file this form, properly completed, WITH THEIR PROPOSAL. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the bid. 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 1/2" x 11" sheets with your letterhead as necessary.

THE DEPARTMENT RESERVES THE RIGHT TO REQUEST ANY ADDITIONAL OR SUPPLEMENTAL INFORMATION NECESSARY TO COMPLETE ITS EVALUATION OF A BIDDER'S QUALIFICATION.

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 General Contractor?

Years: _____

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

4.1 _____

4.2 _____

4.3 _____

5. This firm is a:

Corporation Sole Proprietorship

Partnership Joint Venture

Other _____

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

7. List all sub-trades, which your firm customarily performs with own employees:

7.1 _____

7.2 _____

7.3 _____
7.4 _____
7.5 _____

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

8.1 Specific Title &
Location _____

8.2 Contract:
Amount _____

8.3 Description of
your scope of
work performed: _____

8.4 Owners
Representative: _____

(Name) Telephone Number

9. 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?

NO

YES

If yes, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

10. Has your organization had any legal or administrative proceedings against the organization, or any officers, principals, partners, members, or employees of the organization currently pending or concluded adversely within the last five years, and any administrative sanctions that are still in effect against such organization, and any of its officers, principals, partners, members, or employees? (Exclude OSHA violations which are called for elsewhere in this statement.)

NO

YES

If yes, list and explain:

11. Has your organization had any disbarments and suspensions that have been imposed in the past five years that were still in effect during the five year period or are still in effect?

NO

YES

If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization:

12. Has your organization had any other reason that precludes your organization or any officer, principal, partner, member, or employees thereof from bidding on a contract in Connecticut or any other jurisdiction?

NO

YES

If yes, list and explain:

13. Has your organization had any 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?

NO

YES

If yes, list and explain; 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. Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the bid?

NO

YES

If yes, list and explain any such convictions:

15. Have there been any changes in your company's financial condition or business organization, which might affect your company's ability to successfully complete this contract?

NO

YES

If yes, list and explain:

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 _____

END OF SECTION

1. Bid Proposal Form

Attention is directed to the fact that this Project includes a copy of the Bid Proposal Form.

2. Preparation of Bid

- a. Bids shall be submitted on the Bid Proposal Form, which is furnished as part of this Project Manual.
- b. Spaces are provided in the Bid Proposal Form for Base Bid and various supplemental and unit bid prices if applicable. The Bidder shall fill in all such spaces on typewriter or in ink. Where both written words and numerical figures are given, the written words will govern in the event of conflict.

3. Submission of Bids

- a. Bids must be submitted in a sealed envelope, clearly marked with the appropriate project number, date, time of bid opening, and name and address of bidder. In no event will bids, changes in bids by telephone, facsimile or other communication technology be accepted.
- b. Bidders must submit a **gift 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 and instructions "General Advice for Filling out Affidavits and Resolutions/Certificate of Authority" can be found at <http://www.ct.gov/dpw>. You can also find at this website an "Introduction" to the affidavits that explains the applicability of the various affidavits.
- c. Envelopes containing bids shall be mailed or delivered, and addressed as follows:

State Military Department
Hartford Armory
Procurement/Contracts Administration
360 Broad Street – Room #143
Hartford, CT 06105

4. Bid Closing Date

Bids will be received at the time and place set forth in the Invitation to Bid, at the location indicated above. All bids will be opened at the stipulated time and place and any bidder who wishes to do so is invited to attend. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted.

5. Examination of Documents, and Conditions

Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to his bid.

6. Interpretation of Documents

No oral interpretations will be made to any Bidder as to the meaning of the drawings and specifications. Every request for such an interpretation shall be made in writing and addressed and forwarded to the State of Connecticut, Military Department Project Manager. No inquiry received within 5 days of the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents which, if issued, will be sent as promptly as is practicable to all persons to whom the Contract Documents have been issued. All such Addenda shall become part of the Contract Documents.

7. Withdrawal of Bids

Bids may be withdrawn by written request received from Bidders prior to the time fixed for bid opening.

8. Rejection of Bids

The State reserves the right to reject any and all bids, and to waive any minor irregularity in bids. Every bid which is conditional or obscure, or which contains any addition not called for, shall be invalid, and the awarding authority shall reject every such bid.

9. Supplemental Bids

Occasionally, the State may request "Supplemental Bids" to a special project. When listed on the Bid Proposal Form, each bidder is required to bid on each Supplemental Bid as described.

10. Discrepancy in Amounts

In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words will be controlling. In case of error in the extension of prices in the bid, the unit price will govern.

11. Bid Security, Prevailing Wages and Annual Adjustments to Prevailing Wages

Bid security in the type and amount stated in the Invitation to Bid shall accompany the bid. 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 State 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.

Failure of the successful bidder to execute a contract in accordance with its bid shall result in the forfeiture of the bid bond or certified check.

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."

In determining bid price, consideration should be given to Section 31-53 of the General Statutes of Connecticut as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages." Such prevailing wage adjustment shall not be considered a matter for any contract amendment.

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.

12. Small Contractor Set-Aside Program

- a. The enclosed solicitation for bid may be limited to participation by certified "Set-Aside Contractors." If the enclosed solicitation for bid is limited to participation by certified "Set-Aside Contractors" it will be indicated on the top of the first page of the Invitation to Bid and at the top of the first page of Section 00020 Bid Proposal Form.
- b. The enclosed solicitation for bid may also include certified "Minority Business Enterprise (MBE/WBE)" participation. If MBE/WBE participation is needed, a percentage will be filled out in the box on the first page of the **Invitation to Bid** alongside the words "MBE/WBE participation."

The General Contractor on this project shall be required to award not less than **6.25 %** of the total Contract Sum to Minority Business Enterprise contractors who are certified and eligible to participate under The State of

Connecticut Set-Aside Program for small contractors, in accordance with Connecticut General Statutes Section 4a-60g. This requirement must be met even if the General Contractor is certified and eligible to participate in the Small Business Set-Aside Program or a good faith effort..

- c. Certified Set-Aside contractors and Minority Business Enterprise contractors have been approved by, and registered with the Connecticut Department of Administrative Services, or, have an active application for certification pending with the Department of Administrative Services as of the "Date of Invitation" shown on the invitation sheet of this specification. **A copy of the bidder's certification must be submitted with bid.**
- d. For Information Regarding the Set-Aside Program Including List of Certified Vendors, contact:

The State of Connecticut
Department of Administrative Services
Business CONNections Unit
165 Capitol Avenue, 5th Floor South
Hartford, Connecticut 06106
Telephone: (860) 713-5228
Fax: (860) 713-7457
Website: www.ct.gov/das/busopp.asp
E-mail: WeServeYou.das@po.state.ct.us
Program Director: Meg Yetishefsky

- e. The bidder agrees and warrants that he/she has made good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials under contract and shall provide the Commission on Human Rights and Opportunities with such information as is requested by the Commission concerning the bidder's employment practices and procedures as they relate to the provisions of the General Statutes governing contract requirements.

13. Start Date

All work is to be started in accordance with the Order to Commence Work.

14. Award of Contract

The contract will be awarded to the lowest responsible and qualified bidder on the basis of low bid and accepted Supplemental Bids. If you are awarded a contract with a value of \$50,000 or more, a Consulting Affidavit must be completed and submitted at the time of contract execution. This affidavit and instructions "General Advice for Filling out Affidavits and Resolutions/Certificate of Authority" can be found at <http://www.ct.gov/dpw>. You can also find at this website an "Introduction" to the affidavits that explains the applicability of the various affidavits.

In the event that a bidder or vendor refuses to submit the 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.

15. Connecticut Sales and Use Tax

All contractors shall familiarize themselves with the current regulations of the Department of Revenue Service. The tax on materials or supplies exempted by such regulations shall not be included as part of the contractor's bid.

16. Executive Orders:

This contract is subject to Section 6 and 10 of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms; the provisions of Executive Order No. Three of Governor Thomas J Meskill, promulgated June 16, 1971, concerning labor employment practices;

Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into, and are made a part of this contract as "Executive Orders," Division 0:

1. The parties agree to abide by such Executive Orders.
2. The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
3. This contract may be canceled, terminated or suspended by State Military Department or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.
4. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.
5. This contract may be canceled, terminated, or suspended by State Military Department or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants and vendors.

Executive Order No. Three (Thomas J. Meskill)

WHEREAS, sections 4-61d(b) and 4-114a of the 1969 supplement to the general statutes require nondiscrimination clauses in state contracts and subcontracts for construction on public buildings, other public works and goods and services, and

WHEREAS, section 4-61e(c) of the 1969 supplement to the general statutes requires the labor department to encourage and enforce compliance with this policy by both employers and labor unions, and to promote equal employment opportunities, and

WHEREAS, the government of this state recognizes the duty and desirability of its leadership in providing equal employment opportunity, by implementing these laws,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under section twelve of article fourth of the constitution of the state, as supplemented by section 3-1 of the general statutes, do hereby ORDER and DIRECT, as follows, by this Executive Order:

- I. The labor commissioner shall be responsible for the administration of this Order and shall adopt such regulations as he deems necessary and appropriate to achieve the purposes of this Order. Upon the promulgation of this Order, the commissioner of finance and control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be canceled, terminated or suspended by the labor commissioner for violation of or noncompliance with this Order or state or federal laws concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to such contract or subcontract.

- II. Each contractor having a contract containing the provisions prescribed in section 4-114a of the 1969 supplement to the general statutes, shall file, and shall cause each of his subcontractors to file, compliance reports with the contracting agency or the labor commissioner, as may be directed. Such reports shall be filed within such times and shall contain such information as to employment policies and statistics of the contractor and each subcontractor, and shall be in such form as the labor commissioner may prescribe. Bidders or prospective contractors or subcontractors may be required to state whether they have participated in any previous contract subject to the provisions of this Order or any preceding similar Order, and in that event to submit on behalf of themselves and their proposed subcontractors compliance reports prior to or as an initial part of their bid or negotiation of a contract.
- III. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor organization or employment agency as defined in section 31-122 of the general statutes, the compliance report shall identify the said organization or agency and the contracting agency or the labor commissioner may require a compliance report to be filed with the contracting agency or the labor commissioner, as may be directed, by such organization or agency, signed by an authorized officer or agent of such organization or agency, with supporting information, to the effect that the signer's practices and policies, including but not limited to matters concerning personnel, training, apprenticeship, membership, grievance and representation, and upgrading, do not discriminate on grounds of race, color, religious creed, age, sex or national origin, or ancestry of any individual, and that the signer will either affirmatively cooperate in the implementation of the policy and provisions of this Order, or that it consents and agrees that recruitment, employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the Order.
- IV. The labor commissioner may by regulation exempt certain classes of contracts, subcontracts or purchase orders from the implementation of this Order, for standard commercial supplies or raw materials, for less than specified amounts of money or numbers of workers or for subcontractors below a specified tier. The labor commissioner may also provide by regulation for the exemption of facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the state contract, provided only that such exemption will not interfere with or impede the implementation of this Order, and provided further, that in the absence of such an exemption, all facilities shall be covered by the provisions of this Order.
- V. Each contracting agency shall be primarily responsible for obtaining compliance with the regulations of the labor commissioner with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the regulations of the labor commissioner in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this Order and of the regulations of the labor commissioner issued pursuant to this Order. They are directed to cooperate with the labor commissioner and to furnish the labor commissioner such information and assistance as he may require in the performance of his functions under this Order. They are further directed to appoint or designate from among the personnel of each agency, compliance officers, whose duty shall be to seek compliance with the objectives of this Order by conference, conciliation, mediation, or persuasion.
- VI. The labor commissioner may investigate the employment practices and procedures of any state contractor or subcontractor and the practices and policies of any labor organization or employment agency hereinabove described, relating to employment under the state contract, as concerns nondiscrimination by such organization or agency as hereinabove described, or the labor commissioner may initiate such investigation by the appropriate contract agency, to determine whether or not the contractual provisions hereinabove specified or statutes of the state respecting them have been violated. Such investigation shall be conducted in accordance with the procedures established by the labor commissioner and the investigating agency shall report to the labor commissioner any action taken or recommended.
- VII. The labor commissioner shall receive and investigate or cause to be investigated complaints by employees or prospective employees of a state contractor or subcontractor or members or applicants

- for membership or apprenticeship or training in a labor organization or employment agency hereinabove described, which allege discrimination contrary to the contractual provisions specified hereinabove or state statutes requiring nondiscrimination in employment opportunity. If this investigation is conducted for the labor commissioner by a contracting agency, that agency shall report to the labor commissioner what action has been taken or is recommended with regard to such complaints.
- VIII. The labor commissioner shall use his best efforts, directly and through contracting agencies, other interested federal, state and local agencies, contractors and all other available instrumentalities, including the commission on human rights and opportunities, the executive committee on human rights and opportunities, and the apprenticeship council under its mandate to provide advice and counsel to the labor commissioner in providing equal employment opportunities to all apprentices and to provide training, employment and upgrading opportunities for disadvantaged workers, in accordance with section 31-51(d) of the 1969 supplement to the general statutes, to cause any labor organization or any employment agency whose members are engaged in work under government contracts or referring workers or providing supervising apprenticeship or training for or in the course of work under a state contract or subcontract to cooperate in the implementation of the purposes of this Order. The labor commissioner shall in appropriate cases notify the commission on human rights and opportunities or other appropriate state or federal agencies whenever it has reason to believe that the practices of any such organization or agency violate equal employment opportunity requirements of state or federal law.
- IX. The labor commissioner or any agency officer or employee in the executive branch designated by regulation of the labor commissioner may hold such hearings, public or private, as the labor commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- X. (a) The labor commissioner may hold or cause to be held hearings, prior to imposing ordering or recommending the imposition of penalties and sanctions under this Order. No order for disbarment of any contractor from further state contracts shall be made without affording the contractor an opportunity for a hearing. In accordance with such regulations as the labor commissioner may adopt, the commissioner or the appropriate contracting agency may
1. Publish or cause to be published the names of contractors or labor organizations or employment agencies as hereinabove described which it has concluded have complied or failed to comply with the provisions of this Order or the regulations of the labor commissioner in implementing this Order.
 2. Recommend to the commission on human rights and opportunities that in cases in which there is substantial or material violation or threat thereof of the contractual provision or related state statutes concerned herein, appropriate proceedings be brought to enforce them, including proceedings by the commission on its own motion under chapter 563 of the general statutes and the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly compliance with the provisions of this Order.
 3. Recommend that criminal proceedings be brought under chapter 939 of the general statutes.
 4. Cancel, terminate, suspend or cause to be canceled, terminated, or suspended in accordance with law any contract or any portion or portions thereof for failure of the contractor or subcontractor to comply with the nondiscrimination provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.
 5. Provide that any contracting agency shall refrain from entering into any further contracts or extensions or modifications of existing contracts with any contractor until he has satisfied the labor commissioner that he has established and will carry out personnel and employment policies compliant with this Order.

6. Under regulations prescribed by the labor commissioner each contracting agency shall make reasonable efforts with a reasonable period of time to secure compliance with the contract provisions of this Order by methods of conference, conciliation, mediation or persuasion, before other proceedings shall be instituted under this Order or before a state contract shall be canceled or terminated in whole or in part for failure of the contractor or subcontractor to comply with the contract provisions of state statute and this Order.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the labor commissioner or pursuant to his regulations shall promptly notify him of such action. Whenever the labor commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting agency and other interested federal, state and local agencies of the action recommended. The state and local agency or agencies shall take such action and shall report the results thereof to the labor commissioner within such time as he shall specify.

- XI. If the labor commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order, or submits a program for compliance acceptable to the labor commissioner, or if the labor commissioner so authorizes, to the contracting agency.
- XII. Whenever a contracting agency cancels or terminates a contract, or a contractor has been disbarred from further government contracts because of noncompliance with the contract provisions with regard to nondiscrimination, the labor commissioner or the contracting agency shall rescind such disbarment, upon the satisfaction of the labor commissioner that the contractor has purged himself of such noncompliance and will thenceforth carry out personnel and employment policies of nondiscrimination in compliance with the provision of this Order.
- XIII. The labor commissioner may delegate to any officer; agency or employee in the executive branch any function or duty of the labor commissioner under this Order except authority to promulgate regulations of a general nature.
- XIV. This Executive Order supplements the Executive Order issued on September 28, 1967. All regulations, orders, instructions, designations and other directives issued heretofore in these premises, including those issued by the heads of various departments or agencies under or pursuant to prior order or statute, shall remain in full force and effect, unless and until revoked or superceded by appropriate authority, to the extent that they are not inconsistent with this Order.

Executive Order No. Seventeen (Thomas J. Meskill)

WHEREAS, Section 31-237 of the General Statutes of Connecticut as amended requires the maintaining of the established free services of the Connecticut State Employment Service to both employers and prospective employees and

WHEREAS, Section 31-5 of the General Statutes of Connecticut requires that no compensation or fee shall be charged or received directly or indirectly for the services of the Connecticut State Employment Service and

WHEREAS, large numbers of our citizens who have served in the Armed Forces of our nation are returning to civilian life in our state and seeking employment in civilian occupations and

WHEREAS, we owe a duty as well as gratitude to these returning veterans including the duty to find suitable employment for them and

WHEREAS, many of our handicapped citizens are fully capable of employment and are entitled to be placed in suitable employment and

WHEREAS, many of the citizens of our state who are unemployed are unaware of the job openings and employment opportunities which do in fact exist in our state and

WHEREAS, notwithstanding the free services of the Connecticut State Employment Service, many of our Connecticut employers do not use its free services or do not avail themselves fully of all the services offered,

NOW, THEREFORE, I, THOMAS J. MESKILL, Governor of the State of Connecticut, acting by virtue of the authority vested in me under the fourth article of the Constitution of the State and in accordance with Section 3-1 of the General Statutes, do hereby ORDER and direct, as follows, by this Executive Order:

- I. The Labor Commissioner shall be responsible for the administration of this Order and shall do all acts necessary and appropriate to achieve its purpose. Upon promulgation of this Order, the Commissioner of Finance and Control shall issue a directive forthwith to all state agencies, that henceforth all state contracts and subcontracts for construction on public buildings, other public works and goods and services shall contain a provision rendering such contract or subcontract subject to this Order, and that such contract or subcontract may be canceled, terminated or suspended by the Labor Commissioner for violation of or noncompliance with this Order, notwithstanding that the Labor Commissioner is not a party to such contract or subcontract.
- II. Every contractor and subcontractor having a contract with the state or any of its agencies, boards, commissions, or departments, every individual partnership, corporation, or business entity having business with the state or who or which seeks to do business with the state, and every bidder or prospective bidder who submits a bid or replies to an invitation to bid on any state contract shall list all employment openings with the office of the Connecticut State Employment Service in the area where the work is to be performed or where the services are to be rendered.
- III. All state contracts shall contain a clause which shall be a condition of the contract that the contractor and any subcontractor holding a contract directly under the contractor shall list all employment openings with the Connecticut State Employment Service. The Labor Commissioner may allow exceptions to listings of employment openings which the contractor proposes to fill from within its organization from employees on the rolls of the contractor on the date of publication of the invitation to bid or the date on which the public announcement was published or promulgated advising of the program concerned.
- IV. Each contracting agency of the state shall be primarily responsible for obtaining compliance with this Executive Order. Each contracting agency shall appoint or designate from among its personnel one or more persons who shall be responsible for compliance with the objectives of this Order.
- V. The Labor Commissioner shall be and is hereby empowered to inspect the books, records, payroll and personnel data of each individual or business entity subject to this Executive Order and may hold hearings or conferences, formal or informal, in pursuance of the duties and responsibilities hereunto delegated to the Labor Commissioner.
- VI. The Labor Commissioner or any agency officer or employee in the executive branch designated by regulation of the Labor Commissioner may hold such hearings, public or private, as the Labor Commissioner may deem advisable for compliance, enforcement or educational purposes under this Order.
- VII. (a) The Labor Commissioner may hold or cause to be held hearings, prior to imposing, ordering, or recommending the imposition of penalties and sanctions under this Order. In accordance herewith, the Commissioner or the appropriate contracting agency may suspend, cancel, terminate, or cause to be suspended, canceled, or terminated in accordance with law any contract or portion or portions thereof for failure of the contractor or subcontractor to comply with the listing provisions of the contract. Contracts may be canceled, terminated, suspended absolutely or their continuance conditioned upon a program for future compliance approved by the contracting agency.

(b) Any contracting agency taking any action authorized by this Order, whether on its own motion or as directed by the Labor Commissioner, shall promptly notify him of such action. Whenever the Labor Commissioner makes a determination under this Order, he shall promptly notify the appropriate contracting

agency of the action recommended. The agency shall report the results to the Labor Commissioner promptly.

- VIII. If the Labor Commissioner shall so direct, contracting agencies shall not enter into contracts with any bidder or prospective contractor unless he has satisfactorily complied with the provisions of this Order.

Executive Order No. 16 (John G. Rowland)

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. 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^{3/4}

- o No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- o No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- o 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.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to

evaluate, investigate and take appropriate action.

7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take effect immediately.

Excerpted portion of Executive Order No. 7B (M. Jodi Rell)

...**NOW, THEREFORE**, I, M. Jodi Rell, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby **ORDER** and **DIRECT** that: ...

6. (a) Each contract entered into on or after October 1, 2005 shall provide that the Board may review the contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purpose of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. Notwithstanding the October 1, 2005 date, any procurement currently in progress that has not yet resulted in a fully executed contract can continue to proceed to contract without this provision, provided that no later than December 31, 2005 the parties execute an amendment or other appropriate contract modification to add this provision.

(b) For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
10. (a) Notwithstanding the contract value listed in sections 4-250 and 4-251 of the Connecticut General Statutes, all procurements between state agencies and private entities with a value of \$50,000 or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said sections. Certifications by agency officials or employees required by section 4-252 of the Connecticut General Statutes shall not be affected by this section.

This affidavit and instructions "General Advice for Filling out Affidavits and Resolutions/Certificate of Authority" can be found at <http://www.ct.gov/dpw>. You can also find at this website an "Introduction" to the affidavits that explains when in the process they are applicable.

17. Sexual Harassment Policy Statement

This contract will be subject to the provisions of the State Military Department Sexual Harassment Policy ("Policy") and, as such, the contract may be canceled, terminated, or suspended by the State Military Department for violation of or noncompliance with said Policy. This policy entitled, "Sexual Harassment

Statement” and “Sexual Harassment Narrative” is found at the State Military Department’s website: <http://www.ct.gov/mil/lib/mil/MDHandbookFeb2007.pdf> and made a part hereof.

18. Standard Conditions

a. Bid Security

Bid security in the form of a certified check, bank check, or bid bond in an amount equal to 10% of the bid is required on all bids in excess of \$50,000.00. Checks should be made payable to: “Treasurer, State of Connecticut”.

b. Security for Faithful Performance

Performance Bond and Labor and Material Bond in the amount of 100% of the purchase order price must be filed by the successful low bidder prior to the start of construction if bid is in excess of \$100,000.00.

c. Insurance is required in the exact amounts specified in Section 00300, Certificate of Insurance (refer to Article 35, Section 00700, General Conditions of the Contract for Construction).

d. Contractor shall commence work within fourteen (14) calendar days after receiving the Order to Commence Work form and continue for **thirty (30)** calendar days for completion of the project, unless otherwise specified or agreed.

e. Project Manager:

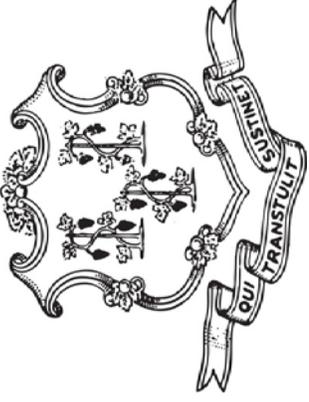
Billy Applewhite, Design Dept



CONNECTICUT DEPARTMENT OF LABOR

PREVAILING WAGE BID PACKAGE forms attached:

- **NEW!** [Prevailing Wage Law Poster](#) (PDF, 97KB)
- [Section 31-53b](#): Construction safety and Health Course. Proof of completion required for employees on public building projects. (PDF, 10KB)
 - [Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course](#) (PDF, 20KB)
- [Notice For All Mason Contractors](#) (PDF, 5KB)
- [CT General Statute 31-55a](#)
- [Contracting Agency Certification Form](#) (PDF, 89KB)
- [Contractor's Wage Certification Form](#) (PDF, 11KB)
- [Payroll Certification - Public Works Projects](#)
- [Occupational Classification Bulletin](#)
- [Footnotes](#) (Rev. 07/12) (PDF, 93KB)



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

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

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

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

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

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

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

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; *or* (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

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.

STATUTE 31-55a

- SPECIAL NOTICE -

To All State and Political Subdivisions, Their Agents, and Contractors Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

Each contractor that is awarded a contract on or after October 1, 2002, for (1) the construction of a state highway or bridge that falls under the provisions of section 31-54 of the general statutes, or (2) the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project that falls under the provisions of section 31-53 of the general statutes shall contact the Labor Commissioner on or before July first of each year, for the duration of such contract, to ascertain the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done, and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee, effective each July first.

- The prevailing wage rates applicable to any contract or subcontract awarded on or after October 1, 2002 are subject to annual adjustments each July 1st for the duration of any project which was originally advertised for bids on or after October 1, 2002.
- Each contractor affected by the above requirement shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.
- It is the **contractor's** responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's Web Site. The annual adjustments will be posted on the Department of Labor Web page: www.ctdol.state.ct.us. For those without internet access, please contact the division listed below.
- The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project. All subsequent annual adjustments will be posted on our Web Site for contractor access.

Any questions should be directed to the Contract Compliance Unit, Wage and Workplace Standards Division, Connecticut Department of Labor, 200 Folly Brook Blvd., Wethersfield, CT 06109 at (860)263-6790.

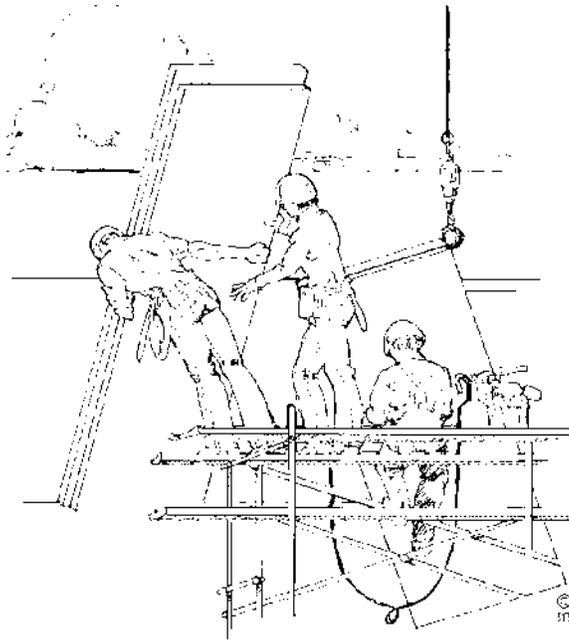
~NOTICE~

TO ALL CONTRACTING AGENCIES

Please be advised that Connecticut General Statutes Section 31-53, requires the contracting agency to certify to the Department of Labor, the total dollar amount of work to be done in connection with such public works project, regardless of whether such project consists of one or more contracts.

Please find the attached “Contracting Agency Certification Form” to be completed and returned to the Department of Labor, Wage and Workplace Standards Division, Public Contract Compliance Unit.

 Inquiries can be directed to (860)263-6543.



CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION
CONTRACT COMPLIANCE UNIT

CONTRACTING AGENCY CERTIFICATION FORM

I, _____, acting in my official capacity as _____,
authorized representative title

for _____, located at _____,
contracting agency address

do hereby certify that the total dollar amount of work to be done in connection with
_____, located at _____,
project name and number address

shall be \$_____, which includes all work, regardless of whether such project
consists of one or more contracts.

CONTRACTOR INFORMATION

Name: _____

Address: _____

Authorized Representative: _____

Approximate Starting Date: _____

Approximate Completion Date: _____

Signature

Date

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

Date Issued: _____

***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**

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. PILEDIVERMEN. 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, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters.

Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, 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*

Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

Power Equipment Operators
(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Project: Motor Vehicle Compound Expansion At The Norwich Armory

**Minimum Rates and Classifications
for Building Construction**

ID# : B 17862

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 13MIL22501
State#:

Project Town: Norwich
FAP#:

Project: Motor Vehicle Compound Expansion At The Norwich Armory

CLASSIFICATION

Hourly Rate

Benefits

1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings - Last updated 7/21/11

35.00

26.41

1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**

2) Boilermaker

35.24

25.01

As of: Tuesday, May 21, 2013

Project: Motor Vehicle Compound Expansion At The Norwich Armory

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	26.21 + a
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3b) Tile Setter	32.94	22.42
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.25	19.20
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3e) Plasterer	32.50	26.21
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-----LABORERS-----

As of: Tuesday, May 21, 2013

Project: Motor Vehicle Compound Expansion At The Norwich Armory

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	26.40	17.15
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	26.65	17.15
4b) Group 3: Jackhammer Operators/Pavement Breaker, mason tender (brick) and mason tender (cement/concrete)	26.90	17.15
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80	26.65	17.15
4d) Group 5: Air track operators, Sand blasters	27.15	17.15
4e) Group 6: Nuclear toxic waste removers, blasters	29.40	17.15

As of: Tuesday, May 21, 2013

Project: Motor Vehicle Compound Expansion At The Norwich Armory

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped)	27.40	17.15
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew	26.90	17.15
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew	26.40	17.15
4i) Group 10: Traffic Control Signalman	16.00	17.15
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	29.65	21.00
5a) Millwrights	30.15	21.39

As of: Tuesday, May 21, 2013

Project: Motor Vehicle Compound Expansion At The Norwich Armory

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	37.10	22.12
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	46.41	25.185+a+b
-----LINE CONSTRUCTION-----		
Groundman	24.99	6.5% + 9.75
Linemen/Cable Splicer	45.43	6.5% + 16.20
8) Glazier (Trade License required: FG-1,2)	33.78	16.90 + a

As of: Tuesday, May 21, 2013

Project: Motor Vehicle Compound Expansion At The Norwich Armory

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	27.98 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	36.05	21.55 + a
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Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.73	21.55 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	34.99	21.55 + a
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.60	21.55 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	34.01	21.55 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	34.01	21.55 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.70	21.55 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	33.36	21.55 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	32.96	21.55 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	32.53	21.55 + a

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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	30.49	21.55 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	30.49	21.55 + a
Group 12: Wellpoint operator.	30.43	21.55 + a
Group 13: Compressor battery operator.	29.85	21.55 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	28.71	21.55 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	28.30	21.55 + a

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Group 16: Maintenance Engineer/Oiler.	27.65	21.55 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	31.96	21.55 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	29.54	21.55 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	30.22	16.90
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10b) Taping Only/Drywall Finishing	30.97	16.90
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Project: Motor Vehicle Compound Expansion At The Norwich Armory

10c) Paperhanger and Red Label	30.72	16.90
10e) Blast and Spray	33.22	16.90
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	38.67	25.56
12) Well Digger, Pile Testing Machine	33.01	19.40 + a
13) Roofer (composition)	31.70	17.36
14) Roofer (slate & tile)	32.20	17.36

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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	33.21	30.56
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	38.67	25.56
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-----TRUCK DRIVERS-----

17a) 2 Axle	27.88	18.27 + a
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17b) 3 Axle, 2 Axle Ready Mix	27.98	18.27 + a
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17c) 3 Axle Ready Mix	28.03	18.27 + a
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Project: Motor Vehicle Compound Expansion At The Norwich Armory

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	18.27 + a
17e) 4 Axle Ready Mix	28.13	18.27 + a
17f) Heavy Duty Trailer (40 Tons and Over)	28.33	18.27 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	18.27 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	38.98	19.87 + a
19) Theatrical Stage Journeyman	22.22	6.53

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Project: Motor Vehicle Compound Expansion At The Norwich Armory

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

- Crane with 150 ft. boom (including jib) - \$1.50 extra
- Crane with 200 ft. boom (including jib) - \$2.50 extra
- Crane with 250 ft. boom (including jib) - \$5.00 extra
- Crane with 300 ft. boom (including jib) - \$7.00 extra
- Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

*The annual adjustments will be posted on the Department of Labor's Web page:
www.ct.gov/dol*

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.

As of: Tuesday, May 21, 2013

Project: Motor Vehicle Compound Expansion At The Norwich Armory

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Tuesday, May 21, 2013

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 Agency 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 Bid 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 of the Company.(b) The Contractor shall reimburse the Agency 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. (c) 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. d) 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 Commercial 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 Certificate of Insurance or a copy of the policy to the State prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the Certificate of Insurance to the Agency. (e) The rights provided in this section for the benefit of the Agency shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.

Insurance Guidelines

All contractors should be required to maintain reasonable insurance coverage and provide written proof of this protection. This insurance becomes especially important when the contractor has agreed to defend and indemnify the State.

Type of Contract	Commercial General Liability	Auto Liability	Professional Workers' Liability Compensation	
Construction and Service Contract	X	X	No	X

X = Coverage is required in contract.

D) Construction and Service Contracts

Includes projects such as most construction and remodeling, janitorial services, on-site equipment maintenance agreements, plumbing, painting and electrical work.

Insurance Guidelines (Limits and Scope)

Before commencing work, the contractor shall obtain at its own cost and for the duration of the contract, the following insurance:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
3. Professional Liability: \$1,000,000 limit of liability.
4. Workers' Compensation and Employers Liability: Statutory 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 Disease – Policy limit, \$100,000 each employee.

A following form (Excess Liability/Umbrella Policy) may be used to meet the minimum limit guidelines.

Insurance Provisions

- A. The State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named as **Additional Insured**. The coverage shall contain no special limitations on the scope of protection afforded to the State.
- B. Contractor shall assume any and all deductibles in the described insurance policies.
- C. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage
- D. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- E. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail, has been given to the State.
- F. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Verification of Coverage

One way to ensure compliance with the insurance guidelines is to require the contractor to furnish a Certificate of Insurance (see attached sample). The Certificate of Insurance provides evidence of a contractor's insurance. The certificate should be signed by a person authorized by that insurer to sign on its behalf. The certificate (Accord Form 25-S or equivalent) is to be received and approved by the agency before work commences.

Certificates of Insurance must provide clear evidence that the contractor's insurance policies contain the minimum limits of coverage, terms and conditions. Additionally, the certificate must include the following:

- Certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as **Additional Insured**.
 - Certificate shall clearly indicate project name, project number or some easily identifiable reference to the relationship to the State.
 - Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
-

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owner's & Contractor's Prot. <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Yes If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

(Indicate the Project and Project number in this space.)

The State of Connecticut is endorsed as an Additional Insured on all of the above policies except Automobile Liability and Workers' Compensation. If Builders Risk is indicated, The State of Connecticut is endorsed as Loss Payee

CERTIFICATE HOLDER

State of Connecticut
 Department of Children and Families
 505 Hudson Street
 Hartford, CT 06106

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**Affidavit for Certification of Subcontractors
as Minority Business Enterprises (MBE)**
*(to be completed only for subcontractors not certified as MBE's
by the Department of Administrative Services)*

To document the **Agood faith efforts@** of the below named state contractor to include minority business enterprises as subcontractors (for services and/or material suppliers) on the state contract 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 contract as a subcontractor.

The subcontractors being identified to be bona fide minority business enterprises are:

Subcontractor Name	Complete Address	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.

_____ state contractor legal name

_____ type full printed name and title of official
submitting this affidavit on behalf of
contractor

_____ state contract number

_____ signature of official

_____ state contract awarding agency

_____ date of affidavit

Subscribed and sworn to before me, this _____ day of _____ 20_____

Notary Public/Commissioner of the Superior Court
My Commission expires _____

**STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**

NOTICE CONCERNING CONTRACT COMPLIANCE RESPONSIBILITIES

TO ALL LABOR UNIONS, WORKER-S REPRESENTATIVES AND VENDORS:

Any contract this contractor has with the State of Connecticut or political subdivisions of the state other than municipalities shall be performed in accordance with CONN. GEN. STAT. Section 4a-60 and Section 4a-60a.

This means that this contractor:

1. Agrees to provide the Commission on Human Rights and Opportunities (CHRO) with any information concerning this contractor's employment practices and procedures which relates to our responsibilities under CONN. GEN. STAT. Sections 4a-60 or 46a-56 or Section 4a-60a.; and
2. Agrees to include the provisions of CONN. GEN. STAT. Section 46a-60(a) and Section 4a-60a in each and every subcontract and purchase order and to take whatever action the CHRO deems necessary to enforce these provisions.

WITH REGARD TO RACE, COLOR, RELIGIOUS CREED, AGE, MARITAL STATUS, NATIONAL ORIGIN, ANCESTRY, SEX, MENTAL RETARDATION OR PHYSICAL DISABILITY, this means that this contractor:

1. Shall not discriminate or permit discrimination against anyone;
2. Shall take affirmative action so that persons applying for employment are hired on the basis of job-related qualifications and that employees once hired are treated without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, unless the contractor can show that the disability prevents performance of the work involved;
3. Shall state in all advertisements for employees that it is an affirmative action-equal opportunity employer@
4. Shall comply with CONN. GEN. STAT. Sections 4a-60, 46a-68e and 46a-68f and with each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Sections 46a-56, 46a-68e and 46a-68f; and
5. Shall make, if the contract is a public works contract, good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials.

WITH REGARD TO SEXUAL ORIENTATION, WHICH INCLUDES HOMOSEXUALITY, BISEXUALITY AND HETEROSEXUALITY:

1. The contractor will not discriminate or permit discrimination against anyone, and employees will be treated without regard to their sexual orientation once employed; and
2. The contractor agrees to fully comply with Section 4a-60a and each regulation or relevant order issued by the CHRO under CONN. GEN. STAT. Section 46a-56.

Persons having questions about this notice or their rights under the law are urged to contact the:

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
DIVISION OF AFFIRMATIVE ACTION, MONITORING & CONTRACT COMPLIANCE**

21 Grand Street
Hartford, Connecticut 06106
(860) 541-3400

COPIES OF THIS NOTICE SHALL BE POSTED IN CONSPICUOUS PLACES
AVAILABLE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT

**CHRO Monthly Reporting Compliance
For The General Contractor**

Project Name – Project Location
Project Start Date – MM/DD/YYYY

Subcontractors, Suppliers & Service Providers Monthly Reporting Instructions:

- Reports are due at the General Contractor by the 15th of each month.
- Forms must contain original signatures, printed names & titles of persons signing.
- A copy must be kept at the Subcontractor, Supplier or Service Provider's office for reference when filing Form 257b.

The General Contractor Monthly Reporting Instructions:

- Form 257 (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started.(Job started MM/DD/YYYY).
 - For the months employee(s) did not work on the project site, fill out one form for each month & check the box marked “Did not perform work on this project for this month” which is located at the bottom of the form.
 - If employee(s) then returned to the project site and began working after the months they were not working at the project site, fill out a Form 257, one for each month.
 - Ex: If employee(s) did not work in Jan. fill out a Form 257 for the month of Jan. & check the “Did not perform work on this project for this month” box.
 - If employee(s) worked Feb & Mar fill out a Form 257, one for each month, indicating the hours these employees work during those months.
 - The last month any of the employee(s) worked on the job (i.e. the month the company walked off the project site) fill out a Form 257 & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
- Form 257a (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started if “On Site Personnel (Other than Trade Workers)” worked on the job.
 - Follow instructions above for Form 257 when a non-trade worker employee is on the site.
 - If no non-trade worker employee(s) are on the site, do not submit Form 257a.
- Form 257b (Cumulative Employment Utilization Report)
 - The last month any of the employee(s) worked at the project site, the fill out a Form 257b (as well as the FINAL Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - Form 257b is a total of all the work hours the employees have worked on the project. Therefore, if you add up all of the hours for each of the Form 257's that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.
- Punch List Items or Other Events
 - If an employee returns to the job to do punch list items or other events after filling out FINAL filings a Revised FINAL Form 257 for the months that they worked on the punch list items, as well as a Revised FINAL Form 257b must be filed.
 - These revised reports should be marked in BIG BOLD letters “REVISED MM/DD/YYYY.”

The General Contractor Quarterly Reports to be sent to CHRO:

- Form 258 (Quarterly Small Contractor and Minority Business Enterprise Payment Status Report).
- Form 257 & Form 257a (Monthly Employment Utilization Report) from subcontractors.
- Form 257 & Form 257a (Monthly Employment Utilization Report) from the General Contractor .
- Form 257b (Cumulative Employment Utilization Report) from subcontractors & the General Contractor.
- Form 259 (Monthly Materials Consumption Report) from Material Suppliers & Service Providers.

Commission on Human Rights and Opportunities Contract Compliance Unit 21 Grand Street Hartford, CT 06106	1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257)</i>	PROJECT AREA (MSA): _____ 2. EMPLOYERS FEIN NO.	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____
-------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------	-------------------------------------------------------	----------------------------------------------------------	-------------------------------------------------

PROJECT NAME: CONTRACT NUMBER:	NAME AND LOCATION OF CONTRACTOR (submitting report):	STATE AWARDING AGENCY:
-----------------------------------	------------------------------------------------------	------------------------

5. CONSTRUCTION TRADE (please identify)	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT CLASSIFICATION	6. WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT										9.		10.				
		6a. TOTAL HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. MINORITY PERCENT	8. FEMALE PERCENT	TOTAL NUMBER OF EMPLOYEES		TOTAL NUMBER OF MINORITY EMPLOYEES		
		M	F	M	F	M	F	M	F	M	F			M	F	M	F	
	Journey Worker Apprentice Trainee SUB-TOTAL																	
	Journey Worker Apprentice Trainee SUB-TOTAL																	
	Journey Worker Apprentice Trainee SUB-TOTAL																	
	Journey Worker Apprentice Trainee SUB-TOTAL																	
	Journey Worker Apprentice Trainee SUB-TOTAL																	
TOTAL JOURNEY WORKERS																		
TOTAL APPRENTICES																		
TOTAL TRAINEES																		
GRAND TOTAL																		

11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME, AND PRINTED TITLE	12. TELEPHONE NUMBER (Including area code)	13. DATE SIGNED	PAGE _____ OF _____
-------------------------------------------------------------------	--------------------------------------------	-----------------	---------------------

Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)

Commission on Human Rights and Opportunities Contract Compliance Unit 21 Grand Street Hartford, CT 06106	1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257A)</i>	PROJECT AREA (MSA): <hr/> 2. EMPLOYER FEIN NO.	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____						
PROJECT NAME: CONTRACT NUMBER:		NAME AND LOCATION OF CONTRACTOR (submitting report):		STATE AWARDING AGENCY:						
5. ON SITE PERSONNEL (OTHER THAN TRADE WORKERS) <i>(please identify specific job title)</i>	6. WORK HOURS OF WORKERS <i>(OTHER THAN TRADE WORKERS)</i> EMPLOYED ON PROJECT							9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES	
	6a. TOTAL HOURS BY TRADE	6b. BLACK (Not of Hispanic Origin)	6c. HISPANIC	6d. ASIAN OR PACIFIC ISLANDERS	6e. AMERICAN INDIAN OR ALASKAN NATIVE	7. MINORITY PERCENT	8. FEMALE PERCENT	M F	M F	
	M F	M F	M F	M F	M F			M F	M F	
GRAND TOTAL WORKERS										
11. COMPANY OFFICIALS SIGNATURE, PRINTED NAME, AND PRINTED TITLE				12. TELEPHONE NUMBER (Including area code)			13. DATE SIGNED		PAGE _____ OF _____	
<input type="checkbox"/> Did not perform work on this project for this month (Please place an "X" in the box if your company did not perform work on this project for this month only.)										

**MONTHLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT**

Month Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Include all change orders)
- 8) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount (Include & Attach All Change Orders)	Total Payment this Month	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name & Title of Person Signing

- Original to: 1) CHRO, 21 Grand Street, Hartford, CT 06106
Copies to: 2) Awarding Agency
 3) Contractor's Company File

QUARTERLY SMALL CONTRACTOR AND
MINORITY BUSINESS ENTERPRISE
PAYMENT STATUS REPORT

Quarter Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Include all change orders)
- 8) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount (Include & Attach all Change Orders)	Total Payment this Quarter	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name & Title of Person Signing

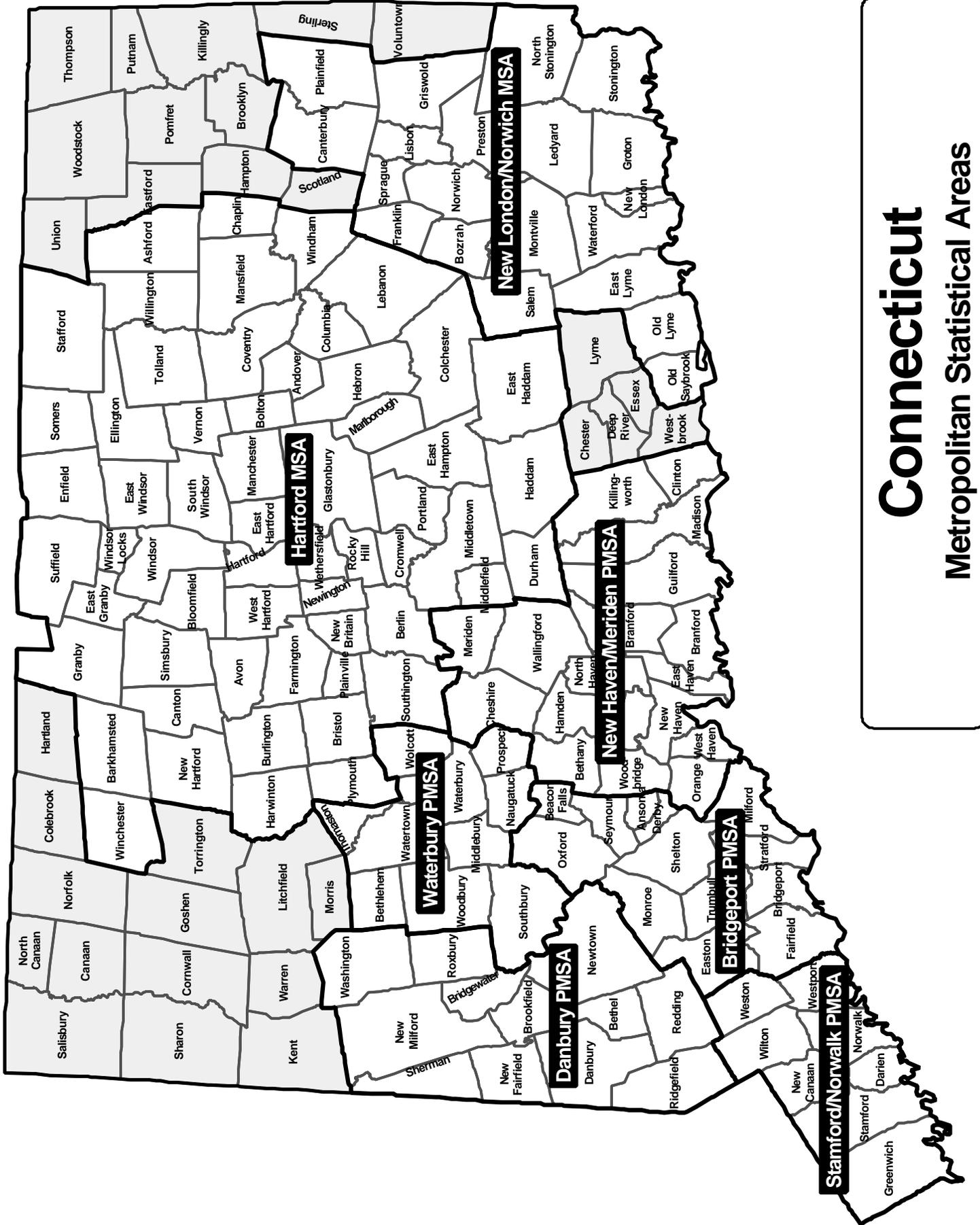
- Original to: 1) CHRO, 21 Grand Street, Hartford, CT 06106
- Copies to: 2) Awarding Agency
- 3) Contractor's Company File

MONTHLY MATERIALS CONSUMPTION REPORT

(CHRO FORM-259)

REVISED APRIL 2009

<p>The State of Connecticut Commission on Human Rights and Opportunities Affirmative Action/Contract Compliance Unit Central Office 21 Grand Street, 4th FL Hartford, CT 06106</p>	<p><u>MONTHLY MATERIALS CONSUMPTION REPORT</u> (CHRO FORM-259)* * TO BE FILLED OUT BY SBE/MBE/WBE/DIS CONTRACTORS/VENDORS WHOSE SOLE ROLE IN THE CONTRACT DESCRIBED BELOW IS THAT OF A "SUPPLIER OF MATERIALS."</p>
<p>NAME AND ADDRESS OF SBE/MBE/WBE/DIS CONTRACTOR/VENDOR (submitting report):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>STATE CONTRACT NUMBER: _____</p> <p>PROJECT NAME: _____</p> <p>STATE AWARDING AGENCY _____</p> <p>REPORTING PERIOD FROM: _____ TO: _____</p>
<p>The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID SUPPLY MATERIALS</u> to the General Contractor, or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract.</p> <p>I Agree: _____ Signature of President/C.E.O. of Company</p> <p>Date: _____</p> <p>Printed Name: _____</p> <p>Printed Title: _____</p>	<p>The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID NOT SUPPLY MATERIALS</u> to the General Contractor or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract.</p> <p>I Agree: _____ Signature of President/C.E.O. of Company</p> <p>Date: _____</p> <p>Printed Name: _____</p> <p>Printed Title: _____</p>



Connecticut
Metropolitan Statistical Areas

**General Conditions of the Contract for Construction
STATE MILITARY DEPARTMENT
State of Connecticut**

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15	Materials: Standards	11	36	Foreign Materials	21
16	Inspection and Tests	12	37	Hours of Work	21
17	Royalties and Patents	12	38	Days of Work	21
18	Surveys, Permits, and Regulations	12	39	Contract Time	21
19	Protection of the Work, Persons and Property	13	40	Calendar Day	21
20	Temporary Utilities	13			
21	Correction of Work	13			

ARTICLE 1
DEFINITIONS

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

1.1 ADDITIONAL OR DELETED WORK: Work required 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.

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

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

1.4 ARCHITECT OR ENGINEER: 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.

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

1.6 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.

1.7 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.

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

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

1.10 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.

1.11 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.

1.12 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.

1.13 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.

1.14 CERTIFICATE OF COMPLETION: A document issued by the Construction Administrator to the Owner stating that the Contractor has met all contractual obligations.

1.15 CERTIFICATE OF COMPLETION and ACCEPTANCE: A document issued by the Owner to the Contractor stating that all Work has been completed and that the Work is accepted by the Owner.

1.16 CERTIFICATE OF COMPLIANCE: A document issued to the Owner by the design professional stating that for the portion of the project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes

1.17 CERTIFICATE OF OCCUPANCY: Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.

1.18 CERTIFICATE OF SUBSTANTIAL COMPLETION: A document prepared by the Architect 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 Commissioner acting directly or through specifically authorized State Military Department personnel or agent(s) having authority to perform duties defined in Article 25.

1.21 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 State Military Department Assistant Project Manager, State 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.

1.22 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.

1.23 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.

1.24 CONTRACTOR OR GENERAL CONTRACTOR: A sole proprietor, partnership, firm or Corporation, under direct contract with the State 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.

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

1.26 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.

1.27 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.

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

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

1.30 STATE MILITARY DEPARTMENT 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.

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

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

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

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

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

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

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

1.38 GUARANTEE: See Warrantee.

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

1.42 MODIFICATION OR AMENDMENT:

1.42.1 A written change to the Contract Documents.

1.42.2 A Change Order.

1.42.3 A Construction Change Directive.

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

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 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.

1.47 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 41.

1.48 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.

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

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

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

1.52 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.

1.53 RETAINAGE: A percentage of each Application for Payment and a percentage of the total contract sum retained by the Owner.

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

1.55 SCHEDULE OF VALUES: A document furnished by the Contractor to the Architect 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.

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

1.57 SHOP DRAWINGS: Drawings provided to Architect 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.

1.58 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.

1.59 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.

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

1.61 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

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

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

1.63 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.

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

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

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

1.67 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.

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

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 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 of 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 General Requirements take precedence over the Supplementary Conditions.
- 3.1.3** The Supplementary Conditions take precedence over the General Conditions.
- 3.1.4** The General Requirements take precedence over the General Conditions.
- 3.1.5** The Specifications shall take precedence over the Plans.
- 3.1.6** Stated dimensions shall take precedence over scaled dimensions.
- 3.1.7** Large-scale detail drawings shall take precedence over small-scale drawings.
- 3.1.8** The schedules contained in the Contract Documents shall take precedence over other data on the Plans.

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

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

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

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

ARTICLE 4
COMMENCEMENT AND PROGRESS OF WORK

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

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. Costs include, but are not limited to, delays extended home or field office costs, supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.

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 superintendent and necessary assistants who will be in attendance at the project site, during the performance of the work, for the duration of the contract. The superintendent shall represent the Contractor, and communications given to the superintendent shall be binding as if given to the Contractor. All Communications from the Contractor concerning proposed changes to the Contract Sum, Contract Time, or Work, shall be in writing.

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 Drawing and Sample Manufacturers, with such promptness as to cause no delay in the Work.

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

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

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 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 for each day beyond the date given for Substantial Completion of the Contract according to the Contract Time.

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

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 Docu-

ments, within **twenty-one (21)** calendar 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 two weeks 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 and its agents.

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

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

ARTICLE 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 26. 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 such Change Orders make the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13.

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

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 such additional work cannot be performed concurrently with the original Work.

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 Lump Sum must be based upon the following itemized costs:

13.6.1.3.1 Labor (Contractor's or Subcontractor's own forces)

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

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

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

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

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

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

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

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)

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

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

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

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

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

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

13.8 On Work performed by a Secondary Subcontractor, the Owner recognizes no markup by the Secondary Subcontractor.

13.9 If Unit Prices are not applicable and the parties cannot agree upon a lump sum, then the Commissioner, through the Construction Administrator, 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 based upon the following:

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

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

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

13.9.1.3.1 Workers Compensation.

13.9.1.3.2 Federal Social Security.

13.9.1.3.3 Connecticut Unemployment Compensation.

13.9.1.3.4 Fringe Benefits.

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

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

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

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

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

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

damage sustained as may be required by the Owner.

13.13 Failure of the Contractor to negotiate in good faith issues of time and costs and failure to provide requested documentation within (14) fourteen calendar days, or a time period accepted by the 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 Construction Administrator, shall issue a written 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 than 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 Each request for an Equal or Substitution shall be submitted, with the appropriate documentation, as detailed in the Contract Documents, to the Construction Administrator. All requests will be compared to the first manufacturer or first procedure listed in the specific Specification section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the proposed Equal or Substitution. The submission of all Equals or Substitutions to those specified must be made within the days listed below after the contract start date. After that time period, the Contractor shall provide what is specified unless otherwise allowed within the sole discretion of the Commissioner.

15.3.1 30 days for projects having a Contract Time duration of 180 days or less

15.3.2 60 days for projects having a Contract Time duration of 181 days to 360 days

15.3.3 90 days for projects having a Contract Time duration of 361 days or greater

15.4 Contractor shall submit each request for Equal or Substitution to the Architect who shall review each request and make the following recommendations to the 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.

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 are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has good title to all materials and supplies used by him in the Work.

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

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 Completion and Final Acceptance of the Work, the Commissioner considers it nec-

essary 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.

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 Completion 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 Calendar Days prior to the start of any excavation. The Contractor shall also notify the Owner and Agency at least (3) Working Calendar 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 employ-

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

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

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 bid the costs of all temporary utilities required for project completion and protection of the Work. Said temporary utilities include but are not limited to lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

ARTICLE 21 **CORRECTION OF WORK**

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

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

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

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

21.5 No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within 60 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 Final Completion of the Work, the Contractor shall remove from and about the site of the Work, all rubbish and all temporary structures, tools, scaffolding and surplus materials, supplies and equipment which may have been used in the performance of the Work. If the 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 State Military Department Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's or Architect's ability to revoke, alter, enlarge or relax any requirement of the Contract Documents; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of ARTICLES 13 and 14 herein shall guide the 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 and 4b-23 of the Connecticut General Statutes, the public auditors of the State of Connecticut and the auditors or accountants of the Commissioner of Public Works 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.

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

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 The 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 for the materials suitably stored on the site.

28.2 In making such Application For Payment for the Work, there shall be deducted (10%) ten percent of the amount of each Application for Payment to be retained by the Owner as Retainage until Final Completion.

28.3 Retainage withheld at Final Payment shall not be more than ten percent (10%) of the Contract Sum.

28.2.1 The Commissioner has the sole discretion in the determination of reduction in Retainage. At (50%) fifty percent completion of the Work the State Military Department Project Manager may 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 by (50%) fifty percent of the Retainage. All subsequent Applications for Payment shall be subject to the Retainage amount as determined at the sole discretion of the Commissioner. In the event of a reduction in Retainage the minimum Retainage withheld at Final Payment shall not be less than five percent (5%) of the Contract Sum.

28.2.2 A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of (60) sixty units and with no individual evaluation items rated (0) zero.

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 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 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 and any Subcontractor Work resulting in coordinated progress and proper quality control for the Work.

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.

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

28.5 At his 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 his 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 Construction Administrator shall have inspected said materials and equipment and recommended payment therefor. The Contractor shall pay for the cost of the Architect's or Construction Administrator 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 him 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
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 to the Construction Administrator.

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

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.

30.1.4 When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Comple-

tion, 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.

30.1.5 The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, and Architect.

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

30.2 Final Completion:

30.2.1 Upon Final Completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for Final Inspection and Acceptance and shall also forward to the Construction Administrator, a Final Application for Payment.

30.2.2 When the Work has been completed in accordance with terms and conditions of the Contract Documents a Certificate of Completion shall be issued to be signed by the Contractor.

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 Completion and 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 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 Completion and 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.

31.6.6 If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting Final Completion and the Construction Administrator and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Administrator and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than Retainage withheld, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor.

tor to the Owner prior to Final Payment. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of Claims.

ARTICLE 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 section as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the Contractor.

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

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

32.4.1 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,

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

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

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

32.4.5 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.

32.5 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 to be in the best interests of the State, or in the interests of public necessity, convenience or safety. During such periods the Contractor shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Contractor shall take precautions to protect the Work from damage.

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 calendar days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.

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

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

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

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

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

33.2.2 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.

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

ARTICLE 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 00300 CERTIFICATE OF INSURANCE and 00020 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of this 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 Purchasing Dept/Contracts Unit, State 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 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, 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 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 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.

35.1.4 Excess Liability (Other than Umbrella Form) insurance in the amount of \$5,000,000 for bids of \$1,000,000 - \$10,000,000 and in the amount of \$10,000,000 for bids of \$10,000,001 - \$20,000,000. Refer to Section 00900 Amendments of the Project Manual for Excess Liability insurance requirements for bids exceeding \$20,000,000.

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

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

35.1.7 Builder's Risk insurance, if required, will be stated in Section 00020 Bid Proposal Form, subsection 4.4.3 of this Project Manual.

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

35.1.9 When required to be maintained, the Builder's Risk and 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 Not used

35.4 Moved to 35.1.9

35.5 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.

35.6 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.

35.7 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.

35.8 Hold Harmless Provisions: The Contractor shall at all times indemnify and save harmless the State of Connecticut, the State Military Department, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department, or of the Contractor, his Subcontractor, or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect or the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable

materials in constructing the Work of the Contractor, any Subcontractor, materialman, or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the State Military Department.

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 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 North American Free Trade Agreement (NAFTA), will be allowed. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

ARTICLE 37
HOURS OF WORK

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

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

ARTICLE 38
DAYS OF WORK

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

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

be suspended upon the approval or direction of the Commissioner.

ARTICLE 39
CONTRACT TIME

39.1 The Contract Time is the number of calendar days, allotted in the Bidding Documents, for execution and Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all working and non-working calendar days.

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

ARTICLE 40
CALENDAR DAY

40.1 This is each day of the calendar.

END

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 - REPRESENTATIONS AND CERTIFICATIONS

Section 801. Applicable Law.

This MCA is incidental to the implementation of a Federal program. Accordingly, this MCA 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.

To the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARs) (DoD 3210.6-R) dated 13 Apr 98, OMB Circular A-87, and NGR 5-1/ANGI 63-101, which Circular and Regulations are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement.

Section 803. Nondiscrimination.

The Contractor/Vendor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor/Vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;
- b. Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued there under (32 CFR Part 56); and,
- d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued there under (45 CFR Part 90).

Section 804. Lobbying.

a. The Contractor/Vendor 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 cooperative agreement; 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. § 1352) is incorporated by reference.

Section 805. Drug-Free Work Place.

a. The Contractor/Vendor agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 806. Environmental Standards.

a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response,

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Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.

b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

Section 807. Preference for U.S. Flag Carriers.

The State agrees to comply with 46 U.S.C. § 1241(b) and regulations issued thereunder (46 CFR Part 381) as follows:

a. To use privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)

above to both State and to the Division of National Cargo, Office of Market Development, U.S. Maritime Administration, Washington, D.C. 20590; and,

c. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this to contract, and to cause such provisions to be inserted in all subcontracts issued pursuant to this contract, where the contract or subcontract is for \$100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

Section 808. Debarment and Suspension.

a. Contractor/Vendor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

b. The Final Rule, Government wide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 809. National Historic Preservation.

(Any construction, acquisition, modernization, or other activity that may impact a historic property.)

The Contractor/Vendor agree to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559).

(36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

Section 810. Hatch Act.

The Contractor/Vendor agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328),

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as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Section 811. Equal Employment Opportunity.
(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)

Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

Section 812. Cargo Preference.
(Any agreement under which international air travel may be supported by U.S. Government funds.)

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 interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Section 813. Buy American Act.

The Contractor/Vendor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). 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 on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 814. Relocation and Real Property Acquisition.

The Contractor/Vendor agrees that it will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued there under (49 CFR Part 24).

Section 815. Copeland "Anti-Kickback" Act.

The Contractor/Vendor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 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 or 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 816. Contract Work Hours and Safety Standards Act.

The Contractor/Vendor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 327-330) 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 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

Section 817. DavisBacon Act.

The Contractor/Vendor agrees that it will comply with the DavisBacon Act (40 U.S.C. 276a to a7) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5). All rulings and interpretations of the DavisBacon Acts contained in 29 CFR Part 5 are incorporated by reference in this agreement. As applied to this agreement, the Davis-Bacon Act (40 U.S.C. 276a276a7) provides that contracts in excess of \$2,000 to which the Federal Government provides assistance funding for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a provision that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.

From the US Department of Labor web site:
<http://www.dol.gov/ESA/WHD/contracts/dbra.htm>

Davis Bacon and Related Acts Overview

The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages

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and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts.

The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts

~END OF SECTION 00700a~

Environmental Management System – EMS

EMS Essentials:

EMS is the management system the Connecticut Army National Guard (CTARNG) uses to implement the Adjutant General's Environmental Policy. This policy outlines our commitment to:

- Pollution Prevention
- Compliance with all applicable regulations & standard operating procedures
- Continual improvement in managing environmental issues

Contractor's Role in CTARNG EMS

The Connecticut Army National Guard is committed to ensuring sustainable practices while maintaining mission ready troops.

As a contractor performing work for the CTARNG, please strive to reduce negative impacts to the environment wherever possible. This includes:

- Utilizing "green" products where possible
- minimizing water and energy usage
- employing pollution prevention practices
- recycling

Should you have any questions regarding the CTARNG EMS, please contact the Environmental Office at (860) 548-3204.

01000 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Number **13MIL22501** is entitled **Military Vehicle Compound Expansion**. It is to be located in Norwich, Connecticut. It is to be completed and ready for use by the Owner and Agency within the Contract Time specified in Section 00020 Bid Proposal Form.
- B. The Project Description:
 - 1. Install a gravel parking lot, solar lighting, fencing, and slide gates.
 - 2. This Project does not exceed the Threshold Limits as defined by the Connecticut General Statutes.
- C. Project Location: The Norwich Armory, located in Norwich, Connecticut.

01001 OWNER AND AGENCY

- A. Owner: The Owner is the Military Department, State of Connecticut.
 - 1. The authorized representative for the Owner is MAJ Benjamin Neumon, Project Manager. The Project Manager is located at Room 329, 360 Broad Street, Hartford, CT, 06105. Phone: 860-548-3222; Fax: 860-524-4937; E-mail: benjamin.j.neumon.mil@mail.mil
- B. Agency: The Agency is Military Department, State of Connecticut.
 - 1. The Agency Representative is MAJ Benjamin Neumon. The Agency Representative's title is Civil Engineer. The Agency Representative is located at 360 Broad Street, Hartford Connecticut, 06105. Phone: 860-548-3253; Fax: 860-524-4937; E-mail: benjamin.j.neumon.mil@mail.mil
 - 2. The Agency Representative has the administrative authority for the facility and or site where the work is being performed but does not have the authority to change the contract documents or direct the contractor.

01002 ENGINEER AND ENGINEER:

- A. The Engineering Firm is Purcell Associates, and is located at 90 National Drive, Glastonbury, CT 06033. The Engineer representing the firm for this project is Paul Rodrigues, P.E. Phone: 860-633-8341; Fax: 860-633-1068; E-mail: prodrigues@purcellassociates.com.
 - 1. The Engineer and Engineer or their accredited representative is referred to in the Contract Documents as "Engineer" or "Engineers" or "Engineer" or "Engineers" or by pronouns which imply them. As information for the Contractor, the Engineer's or Engineer's status is defined as follows:
 - a. The Engineer and Engineer will not make interpretations or decisions directly to the Contractor. All interpretations or decisions will be conveyed through the Construction Administrator.
 - b. As the authorized representative of the Department of Public Works Commissioner, the Engineer and Engineer is responsible for review of shop drawings, materials, and

equipment intended for the work, in accordance with the "General Conditions", and the "Supplementary Conditions".

2. Wherever the Engineer or Engineer is mentioned in the documents in connection with an administrative function, it shall include the Construction Administrator in that function except for shop drawings.

01003 CONSTRUCTION ADMINISTRATOR:

- A. The Construction Administrator is James Cavanna, Construction Administration, Facilities Management Office, and is located at 360 Broad Street, Hartford, Connecticut. Phone: 860-524-4985; Fax: 860-524-4937; E-mail: james.cavanna@us.army.mil.
 1. The Construction Administrator is referred to in the Contract Documents as "Construction Administrator" or "Construction Manager" or by pronouns which imply it. All communications concerning the project will be directed through the Construction Administrator or a designated representative(s).
 2. As information to the Contractor, the Construction Administrator's status is defined as follows:
 - a. The Construction Administrator is the Owner's Agent who will, among other things, monitor the General Contractor's performance, scheduling and construction, process shop drawings, material, and equipment submittals, review and process periodic billings, review and recommend cost changes.
 - b. The Construction Administrator will process all requests for information, interpretations and decisions regarding the meaning and intent of the Contract Documents, consulting with appropriate parties prior to rendering the interpretations or decisions to the Contractor. All such requests and replies shall be in writing.

01010 SUMMARY OF WORK

- A. Summary of Work includes but is not limited to the following:
 - 1 Clearing and grubbing a wooded lot for the construction of a gravel parking lot. Material and labor to install gravel parking lot, chain link fence, slide gates, solar lights, turf establishment, modified riprap, and erosion control measures.
- B. The Contractor will include in his bid, all items required in order to carry out the intent of the work as described, shown and implied in the Contract Documents.
- C. It shall be the Contractor's responsibility upon discovery to immediately notify the Construction Administrator, in writing, of errors, omissions, discrepancies, and instances of noncompliance with applicable codes and regulations within the documents, and of any work which will not fit or properly function if installed as indicated on the Contract Documents. Any additional costs arising from the Contractor's failure to provide such notification shall be borne by the Contractor.
- D. The Work will be constructed under a single lump.
- E. Work Sequence - Phase(s):

1. The entire Project shall be constructed in one (1) Phase. Work of this Phase shall be substantially complete, ready for occupancy within 60 Calendar Days of commencement of the Work.

01011 EXAMINATION OF SITE

- A. It is not the intent of the Documents to show all existing conditions. All contractors are advised to visit and examine the site with the Construction Administrator prior to submitting bids.
- B. Contractors should investigate and satisfy themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, roads or similar physical conditions of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the Work. The Contractor should further satisfy himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents. Any failure by the Contractor to acquaint himself with the available information shall not relieve him from the responsibility for estimating properly the difficulty and cost of successfully performing the Work.
- C. Review of Geo-Technical Reports and Boring Logs are contained in a separate Volume of this Project Manual, the Boring Location Plans are in the Contract Documents.
- D. Pre-Bid Conference:
 1. A Pre-Bid Conference and tour of the site will be conducted as scheduled in the Invitation to Bid. This scheduled conference is the only official opportunity for the bidders to tour the site with the Owner, Engineer, Engineer, Construction Administrator, and Agency.

01012 PROJECT DOCUMENTS

- A. The Specifications and Drawings are intended to describe and illustrate the materials and labor necessary for the work of this Project.

01013 DOCUMENTS FURNISHED

- A. The General Contractor will be given 3 sets of the Contract Documents on or about the time of execution of Contract, free of charge. If additional copies are wanted, they will be available at the direct additional cost of their reproduction, to the contractor.

01014 CONTRACTOR'S USE OF PREMISES

- A. The Contractor shall confine his operations, including storage of apparatus, equipment and materials to the contract limit lines as directed by the Construction Administrator.
- B. The areas and/or spaces, including their access, shall be maintained free and clear throughout the contract term.
- C. Parking for Contractor's employees will be limited to an area (or areas) designated by the Construction Administrator. The Contractor may be required to provide identification stickers for employees' cars.

01015 OCCUPANCY REQUIREMENTS

- A. Full Agency Occupancy During Construction:** The Agency will occupy the site and existing building during the entire construction period. Cooperate with the Agency during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Agency's operations.

01019 CONTRACT CONSIDERATIONS

A. Allowances:

- a. Not Applicable

B. Unit Prices - General:

1. Definition - Unit Price: Amount the General Contractor acknowledges in the Bid Proposal Form as a price per unit of measurement for materials or services as described in the Bidding Documents or in the Contract Documents.
2. Procedures:
 - a. Unit Prices included in the Contract Documents are to be used for determining compensation to the Contractor or Owner for changes to the scope of the work indicated in the Contract Documents, and included in the Lump Sum Contract Price. Special Unit Prices are for items complete, in place, and shall be inclusive of furnishing and installing of all material, labor, trucking, overhead, profit, equipment, hoisting, engineering, scaffolding, power hookups, protection, shop drawings, taxes, permits, appliances, delivery, insurance, supervision, cost of bond, etc. and shall remain in effect until completion of the Contract.
 - b. Unit Price: Is identified by the Owner as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if the estimated quantities of Work required by the Contract Documents are increased or decreased.
 - c. Increases or Decreases: Should the amount of the Work required be increased or decreased because of changes in the work ordered in writing by the Project Manager, the Undersigned agrees that the following supplemental UNIT PRICES will be decreased 10% for a reduction of work. Each Unit Price shall include all equipment, tools, labor, permits, fees, etc., incidental to the completion of the work involved. All items marked with an asterisk (*) in the unit price schedules shall include the completion of the excavation, formation and compaction of sub-grade and the disposal of surplus or unsuitable materials in accordance with the Plans and Specifications or as directed by the Construction Administrator.
2. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this work measured, at the Owner's expense, by an independent surveyor acceptable to the Contractor.
3. Defect Assessment: Replace the Work, or portions of the Work, not conforming to the specified requirements, If, in the opinion of the Engineer/Engineer it is not practical to remove and replace the work the Engineer/Engineer will direct an appropriate remedy or adjust the payment.
4. Unit Price Schedule: A "Unit Price Schedule" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials described under each unit price.

C. Unit Price Schedule - Earth and Rock Excavation: This Section includes administrative and procedural requirements for the following unit prices and provisions are to be included in and become part of this Contract to be used in evaluating additions to or deductions from the work called for in the specifications and/or plans.

1. Unless otherwise specified elsewhere in these documents, Contractors are to assume that all excavation is earth; however, if unspecified rock is encountered, it will be paid for at the given unit prices listed in paragraph "E". Rock prices are net in that allowances for reduced quantities of earth are also included in the unit prices. The prices given include all costs for overhead, profit and rock surveys.
2. Wherever rock to be excavated is encountered, the Contractor shall strip or expose the rock to such an extent that in the Owner's opinion the necessary measurements can be taken. The Contractor shall provide the Owner with a survey by a licensed land surveyor indicating top of rock elevations at points of intersection on a rectilinear grid with lines spaced sufficiently close to show accurately the rock surface contours. At the Owner's option, an additional survey may be furnished by the Owner from a licensed surveyor.
3. If the conditions of the excavation work indicated are clearly of a special nature, the Contractor may ask the Owner for reconsideration of the established unit prices and if granted, the unit prices will not apply, and prices will be negotiated in accordance with Article 13 "Compensations for Changes in the Work" of the General Conditions.

D. Definitions:

1. "EARTH" - is defined, as excavation shall include removal of all materials other than 'water' and 'rock'.
2. "ROCK" - is defined as a boulder of 1 cubic yard or more in volume (1/2 cubic yard for a boulder in trenches), and rock in definite ledge formation and masonry structures of one cubic yard or more in volume, the removal of which requires the use of mechanical equipment or the use of explosives. Rock removed by scarification or ripping method is considered as a separate classification under paragraph 4.a.(1).
3. "ORIGINAL GRADE" - is defined as being the grade which exists at the time of Contract Award.
4. "ROUGH GRADE" - is defined as being the completed surface of required excavations greater than 13' in width.
5. "MASS" - excavation is to be considered as an open area whose minimum horizontal dimensions exceeds 13'.
6. "TRENCH" - is defined as excavation is defined as the removal of material from areas 13 feet or less in its minimal horizontal dimensions and below the elevation of rough grade or original grade, whichever is lower.

E. Procedures:

1. Rock Excavation In Trenches: Basis For Horizontal Measurement:
 - a. Horizontal Measurements: Will be taken between the vertical planes as defined below.
 - b. The Minimum Width Of Trenches In Rock: Will be taken as 3' 0".

- c. Excavation - For Walls Or Piers With Footings: The measurements will be taken parallel to and one foot outside of the edges of the concrete footings as called for in the plans (i.e. for 4' 0" footing, rock will be taken as 6' 0" in width).
 - d. Excavation For Walls Or Piers Without Footings: The limits of the excavation will be 1' 6" outside of the line of concrete at bottom as shown or called for in the plans (i.e. for a wall with a bottom thickness of 1' 0", the width of the trench will be considered to be 4' 0"). (Caissons are excluded from these measurements).
 - e. Excavation For Pipe Lines: Will be measured at 2' 0" more than the nominal inside diameter of the pipe but in no case less than 3' 0" wide.
 - f. Excavation For Tanks, Vaults, Manholes, Pits, Etc.: Will be measured as 2' 0" greater in both length and width or diameter than the actual exterior dimensions of the structures and this excavation is considered to be trench only if any measured horizontal dimensions is 13' or less.
 - g. No allowance will be made for rock removed beyond the above limits.
2. Rock Excavation In Trenches - Basis for Vertical Measurement:
- a. To determine depth of trench, vertical measurements will be taken from original grade or rough grade, (whichever is applicable), to the bottom of required excavation. These measurements will define the maximum depths for payments.
 - b. To determine quantity of rock in trench, vertical measurements will be taken from the top of rock as encountered in the trench to 12" below the bottom of required rock excavation. Any over excavation below the required elevation shall be filled with concrete or other material as specified at no cost to the Owner.
 - c. No allowance will be made for rock removed beyond the above limits.
3. Earth Excavation In Trenches - Basis Of Measurement: (Horizontal & Vertical): The basis of measurements and allowance limit for earth excavation in trenches is identical to that indicated for rock excavation in trenches, except that there will be no allowance for 12" below the required elevation. In addition the following will prevail:
- a. Maximum allowable widths for earth excavation in trenches without shoring:
- | Trench Depth - Classification | | Add To Nominal ID Of Pipe Or To Footing Width |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------|
| | 0 ft. - 6 ft. | 3 ft. |
| Over | 6 ft. - 10 ft. | 5 ft. |
| Over | 10 ft. - 15 ft. | 7 ft. |
| Below 15 ft. deep the width of the trench shall be based on the individual case. The final depth of trench will determine the actual width for payment. | | |
- b. If shoring is required the measurement shall be taken between the exterior walls of the shoring not to exceed 4' plus the I.D. of the pipe (for all depths).
 - c. To determine quantity of earth in trench, vertical measurements will be taken from the original or rough grade to actual bottom of earth excavation required.
4. Unit Prices - Earth and Rock Excavation (Basis For Payment): Prices include backfill with excavated material if it is suitable. Prices also include all excavation and disposal of all surplus or unsuitable material. Where replacement with the excavated material is prohibited or a particular backfill material is specified, the cost of the delivered replacement material in a

volume equal to the above excavation pay limits minus the volume of the items installed in the trench shall be paid for a prior negotiated price. Prices do not include costs of shoring and dewatering but do include sloping for sides of excavation. Payment and credit amounts shall be determined in the following manner: Widths and depths of trench excavation as indicated. The total quantity of earth or rock excavation encountered in each depth payment category shall be paid for at its respective unit price as shown below. For example, in a 15' trench the first 6' will be paid for at the 0' - 6' price; the next 4' will be paid for at the over 6' - 10' price and the next 5' will be paid for at the over 10' - 15' price. Thus three different price brackets will prevail.

5. Unit price chart:

a..		EARTH EXCAVATION - HAND		UNIT	\$ ADD	\$ DEDUCT
	(1)	In Trenches - 0' - 6'.		C.Y.	36.00	28.80
	(2)	In Trenches Below 6' Deep,		Prices Must Be Negotiated Before Work Is Started.		
b.		EARTH EXCAVATION - MACHINE		UNIT	\$ ADD	\$ DEDUCT
	(1)	Open Area	All Depths	C.Y.	7.40	5.92
	(2)	In trenches	0' - 4' deep	C.Y.	4.25	3.40
		Over	0' - 10' deep	C.Y.	9.00	7.20
		Over	0' - 15' deep	C.Y.	4.75	3.80
		Over	0 - 20' deep	C.Y.	5.75	4.60
c.		ROCK EXCAVATION		UNIT	\$ ADD	\$ DEDUCT
	(1)	Open Areas, Rock Removed By Ripping (Any Amount),				
		Net Rock		C.Y.	9.20	7.30
	(2)	Open Areas, With Explosives -				
		Net Rock -	Total Quantity Up To 100	C.Y.	27.00	21.60
			Total Quantity Up To 500	C.Y.	21.30	17.00
d.		ROCK EXCAVATION (cont.)		UNIT	\$ ADD	\$ DEDUCT
			Total Quantity Up To 500 or more	C.Y.	17.00	13.60
	(3)	In Trenches, Boulders, Remove By Machine		C.Y.	14.00	11.20
	(4)	In Trenches, Ripping Of Rock By Machine		C.Y.	16.00	12.80
	(5)	In trenches, with explosives				
		Net Rock	0' - 4' Deep	C.Y.	20.60	16.48
	(6)	In trenches, with explosives				
		Net Rock	0' - 10' Deep	C.Y.	36.75	29.40
	(7)	In trenches, with explosives				
		Net Rock	0 - 15' Deep	C.Y.	28.60	22.88
	(8)	In trenches, with explosives				

		Net Rock	Over 15' - 10' Deep	C.Y.	60.00	48.00
	(9)	In trenches, with explosives -				
		Net Rock	0 - 20' Deep,	Prices Must Be Negotiated Before Start Of Work.		
	(10)	Jack Holes (For Hydraulic Lift/Elevators)		L.F.	95.00	76.00
	(11)	Open Or Mass Areas - If Explosives Are Prohibited				
		Net Rock		C.Y.	80.00	64.00
	(12)	Trench Excavation - If Explosives Are Prohibited				
		Net Rock/With Rock Splitters And Jack Hammer or Hoe Ram		C.Y.	120.00	96.00

01027 APPLICATION FOR PAYMENT

- A. **Schedule of Values:** Submit the "Schedule of Values" to the Construction Administrator at the earliest possible date but no later than (14) fourteen Calendar Days after the Contract Start Date. A separate "Schedule of Values" shall be provided for each Phase of the Project identified in Section 01010 Summary of Work, Work Sequence - Phase(s).
1. Format and Content: Use the Project Manual Table of contents as a guide to establish the format for the "Schedule of Values". Provide at least one line item for each of the Specification Section on electronic media printout.
 2. Identification: Project identification on the Schedule of Values shall include, but not be limited to, the following:
 - a. *Owner*
 - b. *Project Number*
 - c. *Project Name*
 - d. *Project Location*
 - e. *Contractor's name and address.*
 3. Arrange the "Schedule of Values" in tabular format as required by the Owner, containing separate columns including, but not limited to, the following Items:
 - a. *Item Number.*
 - b. *Description of Work with Related Specification Section or Division Number.*
 - c. *Scheduled Values broken down by description number, type material, units of each material.*
 - d. *Name of subcontractor.*
 - e. *Name of manufacturer or fabricator.*
 - f. *Name of supplier.*
 - g. *Retainage.*

h. Contract sum in sufficient detail.

4. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 5. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Break principal subcontract amounts down into several line items.
 6. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
 7. Unit-Cost Allowances: Show the line-item value of unit-cost allowances, as a product of the unit cost, multiplied by the measured quantity. Estimate quantities from the best indication in the Contract Documents.
 8. General Conditions: Show line items for indirect costs and margins on actual costs only when such items are listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at the Contractor's option.
- B. Applications for Payment - General:** Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and Construction Administrator and paid for by the Owner.
1. The initial “Application for Payment”, the “Application for Payment”, at time of “Substantial Completion”, and the final “Application for Payment”, involve additional requirements.
 2. Payment-Application Terms: The Owner will process monthly progress payments. The Contractor may submit applications for payment on a monthly basis.
 3. Payment-Application Forms: Use the “Application for Payment” form as required by the Owner. Present the required information on electronic media printout or approved Owner Form, multiple pages should be used if required.
 4. For each item, provide a column including but not limited to the following items:
 - a. Item Number.
 - b. Description of Work and Related Specification Section or Division.
 - c. Scheduled Value, break down by units of material and units of labor.
 - d. Work completed from previous application.
 - e. Work completed this period.
 - f. Materials presently stored.
 - g. Total completed and stored to date of application.
 - h. Percentage of Completion.
 - i. Balance to Finish.
 - j. Retainage
 5. Application Preparation: Complete every entry on the Application form. At the time of Final Payment only, include an executed Application form by a person authorized to sign legal

documents on behalf of the Contractor. The Construction Administrator will return incomplete Applications without action.

a. Entries shall match data on the “Schedule of Values”.

b. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.

6. Transmittal: Except for final payment, submit to the Construction Administrator by a method ensuring receipt within forty-eight (**48**) hours. One (**1**) complete, signed and notarized original of each Application for Payment, including lien waivers and similar attachments when required, along with four (4) copies. For Final Payment, four (**4**) complete, signed and notarized copies shall be submitted.

a. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Engineer.

7. Applications for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment and all subsequent Application for Payments including, but not limited to, the following items:

a. List of subcontractors and suppliers’ name, FEIN/Social Security numbers, and Connecticut Tax Registration Numbers.

b. List of principal suppliers and fabricators.

c. Schedule of Values.

d. Contractor's Construction Schedule (preliminary if not final).

e. Schedule of principal products.

f. Submittal Schedule (preliminary if not final).

g. List of Contractor's staff assignments.

h. List of Contractor's principal consultants.

i. Copies of all applicable permits.

j. Copies of authorizations and licenses from governing authorities for performance of the Work.

k. Proof that as-built documents are updated as required by Section 01700 “Contract Closeout”.

l. Initial as-built survey and damage report, if required.

C. **Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion submit an Application for Payment form, use the form as required by the Owner. Present the required information on electronic media printout.

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

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

a. Occupancy permits and similar approvals.

b. Warranties (guarantees) and maintenance agreements.

- c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Startup performance reports.
 - g. Changeover information related to Owner's occupancy, use, operation, and maintenance.
 - h. Final cleaning.
 - i. Application for reduction of retainage and consent of surety.
 - j. Advice on shifting insurance coverage.
 - k. Final progress photographs.
 - l. List of incomplete Work, recognized as exceptions to Engineer's Certificate of Substantial Completion.
- D. **Final Payment Application:** Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited, to the following:
- 1. Completion of Project Closeout requirements.
 - 2. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion.
 - 3. Ensure that unsettled claims will be settled.
 - 4. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 - 5. Transmittal of required Project construction records to the Owner (including as-built documents Reference Section 01700 "Contract Closeout".)
 - 6. Certified property survey.
 - 7. Proof that taxes, fees, and similar obligations were paid.
 - 8. Removal of temporary facilities and services.
 - 9. Removal of surplus materials, rubbish, and similar elements.
 - 10. Change of door locks to Owner's access.
 - 11. The requirements of the General Conditions and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment.
 - 12. Asbestos, Lead or other hazardous material manifests.
 - 13. Completion of "Building Contractor Reporting Form" as supplied by Department of Public Works, for all Contractors, Subcontractors, Vendors, Suppliers, etc. who work on the Contract. The form includes the following information:
 - a. Contractor/Subcontractor name.
 - a. FEIN/Social Security Numbers
 - b. Connecticut Tax Registration Numbers
 - c. Type of work
 - d. Name of business and address

e. Remittance address.

01030 SUPPLEMENTAL BIDS

A. Not Applicable

01035 MODIFICATION PROCEDURES

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

B. Requests for Information:

1. In the event that the contractor or subcontractor, at any tier, determines that some portion of the drawings, specifications, or other contract documents requires clarification or interpretation by the Engineer, the contractor shall submit a “Request for Information” in writing to the Engineer via Construction Administrator. “Requests for Information” may only be submitted by the contractor and shall only be submitted on the “Request for Information” forms as required by the owner. In the “Request for Information”, the contractor shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Engineer.
 - a. In the “Request for Information”, the contractor shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
 - b. The owner acknowledges that this is a complex project. Based upon the owner’s past experience with projects of similar complexity, the owner anticipates that there will probably be some “Requests for Information” on this project.
 - c. The Engineer will review all “Requests for Information” to determine whether they are “Requests for Information” within the meaning of this term. If it is determined that the document is not a “Request for Information”, it will be returned to the contractor, unreviewed as to content, for resubmittal on the proper form and in the proper manner.
 - d. “Requests for Information Response” shall be issued within seven (7) Working Calendar Days of receipt of the request from the contractor unless the owner determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the owner, the owner will, within seven (7) Working Calendar Days of receipt of the request, notify the contractor of the anticipated response time. If the contractor submits a “Request for Information” on an activity with seven (7) Working Calendar Days or less of float on the current project schedule, the contractor shall not be entitled to any time extension due to the time it takes the Engineer to respond to the request provided that the Engineer responds within the seven (7) Working Calendar Days set forth above.
 - e. “Requests for Information Response” from Engineer will not change any requirement of the contract documents. In the event the contractor believes that the “Requests for Information Response” will cause a change to the requirements of the contract document, the contractor shall immediately give written notice to the Construction Administrator stating that the contractor believes the “Requests for Information Response” will result in “Change Order” and the Contractor intends to submit a “Change Order Proposal” request. Failure to give

such written notice immediately shall waive the contractor's right to seek additional time or cost under the requirement these Requirements.

C. Minor Changes in the Work

1. The Engineer, through the Construction Administrator, will issue supplemental instruction authorizing minor changes in the Work, not involving adjustment to the Contract Sum or Contract time, on the "Supplemental Instructions" form as required by the Owner.

D. Proposal Request:

1. Engineer/Owner-Initiated Requests For Proposals: The Engineer or Owner will issue a detailed description of proposed changes in the Work via the Construction Administrator that will require adjustment to the Contract Sum or Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications. Such requests shall be on a "Proposal Request" form as required by the owner.
2. "Proposal Request" is issued for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
3. Within Fourteen (14) Working Calendar Days of receipt of a "Proposal Request", submit an "Change Order Proposal" with the required information necessary to execute the change to the Construction Administrator for the Engineer's/Owner's review.
4. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
 - a. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - b. Include a statement indicating the effect the proposed change in the Work will have on the Contract Time.
 - c. The Agency is tax exempt. All Contractor and Subcontractor services provided under your contract with the State of Connecticut may not be exempt from taxes. The Department of Revenue Services can guide you as to which services are exempt and which are not. Please contact the State of Connecticut, Department of Revenue Services at 1-800-382-9463 or 860 541-3280.
 - d. Dollar values shown on the Schedule of Values shall not be the governing (or deciding) final amounts for change orders involving either additional charges or deletions.

E. Change Order Proposal:

1. When either a "Request for Information" from the Contractor or a "Proposal Request" from the Engineer or Owner results in conditions that may require modifications to the Contract, the Contractor may propose changes by submitting a request for a "Change Order Proposal" to the Engineer via the Construction Administrator on forms as required by the Owner. These forms shall also include "Change Order Proposal Worksheets" as required by the Owner.
 - a. Include statements outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
 - b. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities as

directed by Article 13 “Compensation for Changes in the Work” of the General Conditions of the Contract for Construction.

- c. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 - d. Comply with requirements in Section 01631 “Equals and Substitutions” if the proposed change requires an equal or substitution of one product or system for a product or system specified.
2. The State of Connecticut construction contract has the following tax exemptions:
 - a. Purchasing of materials which will be physically incorporated and become a permanent part of the project.
 - b. Tools, supplies and equipment used in fulfilling the construction contract are not exempt.
 - c. Services that are resold by the contractor are exempt, i.e. if a General Contractor hires a plumber, carpenter or electrician, a resale certificate may be issued to the subcontractor because these services are considered to be integral and inseparable component parts of the building contract
 3. “Change Order Request” Forms: Use “Change Order Proposal” and “Change Order Proposal Worksheets” forms as required by Owner.
 4. “Change Order Proposal” cannot be submitted without the Contractor either prior submission of a “Request for Information” from the Contractor or as a response to a “Proposal Request” submitted by the Engineer or Owner.
 5. Any “Change Order Request ” submitted without a prior submittal of a “Request for Information” or as a response to a “Proposal Request” will be immediately rejected and returned to the Contractor.

F. Construction Change Directive:

1. “Construction Change Directive”: When the Owner and the Contractor disagree on the terms of a “Change Order Proposal” resulting from either a “Request for Information” or “Proposal Request”, then the Engineer through the Construction Administrator may issue a “Construction Change Directive” on a “Construction Change Directive” as authorized by the Owner on the form required by the Owner. The “Construction Change Directive” instructs the Contractor to proceed with a change in the Work, for subsequent inclusion in a “Change Order”.
 - a. The “Construction Change Directive” contains a complete description of the change in the Work. It also designates the method to be followed to determine change in the Contract Sum or Contract Time.
2. Documentation: The Contractor shall maintain detailed records on a time and material basis of work required by the “Construction Change Directive”.
 - a. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
 - b. The final value shall be negotiated based on the supporting data to determine the value of the work.

G. Change Order Procedures:

1. Upon the Owner's approval of a Contractor's "Change Order Proposal", the Construction Administrator will issue a "Change Order" for signatures of the Engineer, Owner and the Contractor on "Change Order" form as required by the Owner.

01040 COORDINATION

A. Construction Administrator:

1. The Construction Administrator is identified in Division 1 Section 01003 "Construction Administrator".
2. Construction Mobilization:
 - a. Cooperate with the Construction Administrator in the allocation of mobilization areas of the site, for field offices and sheds, for agency facility access, traffic, and parking facilities.
 - b. During Construction, coordinate use of site and facilities through the Construction Administrator.
 - c. Comply with Construction Administrators procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
 - d. Comply with instructions of the Construction Administrator for use of temporary utilities and construction facilities.
 - e. Coordinate field engineering layout as specified in Section 01050 "Field Engineering" for work under the instructions of the Construction Administrator.
- B. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 3. Make provisions to accommodate items scheduled for later installation.
- C. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 1. Prepare similar memoranda for the Construction Administrator, Owner and separate contractors where coordination of their work is required.
- D. **Administrative Procedures:** Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of schedules.
2. Installation and removal of temporary facilities.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Project closeout activities.

01045 CUTTING AND PATCHING

- A. Not Applicable

01050 FIELD ENGINEERING

- A. Not Applicable

01095 REFERENCE STANDARDS & DEFINITIONS

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. References to standard specifications and codes refer to the editions current at the bid due date. An exception is, buildings exceeding the threshold limit must be in substantial compliance with the requirements of the effective code at the time of receipt of completed application to the Office of State Building Inspector (OSBI). References include their addenda and errata, if any, and shall be considered a part of these specifications as if they were printed herein in full.
- C. The manufacturers' standard warranties or guarantees shall apply when their products are used on this project.
- D. Flame Spread Ratings - all materials that are required of obligated to meet specified standards shall be submitted to the owner for their records as part of the shop drawing submittal process for their construction records.

01120 RENOVATION/DEMOLITION PROJECT PROCEDURES

- A. Not Applicable

01121 SALVAGEABLE MATERIALS

- A. Not Applicable

01200 PROJECT MEETINGS

A. Pre-construction Conference:

1. The Contractor will attend a Pre-construction Conference before starting construction, as scheduled by the Construction Administrator convenient to the Owner, the Construction Administrator, Engineer, and Contractor. This meeting will take place within fourteen (14) Calendar Days after the written Notice to Proceed and before the Contract Start Date. Hold the

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- conference at the Project Site or another convenient location as directed by the Construction Administrator. The Construction Administrator shall conduct the Pre-construction Conference to review the Contractor and Subcontractor responsibilities and personnel assignments.
2. Attendees: Authorized representatives of the Construction Administrator, Owner, Engineer, and their consultants; the Contractor and its superintendent; major subcontractors; agency; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 3. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule.
 - b. Critical work sequencing.
 - c. Progress meeting schedule.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of Contract Documents.
 - h. Submittal of Shop Drawings, Product Data, and Samples.
 - i. Preparation of record documents.
 - j. Use of the premises.
 - k. Parking availability.
 - l. Office, work, and storage areas.
 - m. Equipment deliveries and priorities.
 - n. Safety procedures.
 - o. First aid.
 - p. Security.
 - q. Housekeeping.
 - r. Working hours.

B. Progress Meetings:

1. The Construction Administrator will conduct progress meetings, bi-weekly, at the Project Site or at regular intervals as agreed upon at the Pre-construction Conference. The Construction Administrator will notify the Owner, the Engineer, and the Contractor of the scheduled Progress Meeting dates. Coordinate dates of Progress Meetings with preparation of Application for Payment requests.
2. Attendees: In addition to representatives of the Contractor, Construction Administrator, Owner and the Engineer, subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities may be requested to attend these meetings on an as needed basis. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. The Contractor shall include the site superintendent as a minimum.

3. Agenda: Progress Meetings shall review and correct or approve minutes of the previous Progress Meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - a. Construction Schedule: Review progress since the last Progress Meeting. Determine where each activity is in relation to the required Contractor's "Construction Schedule" and whether each activity is on time or ahead or behind Schedule. Determine how Work that is behind Schedule will be expedited; secure commitments from parties involved to do so. Discuss whether Schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
 - b. Review the present and future needs of each entity present
4. Reporting: The Construction Administrator will distribute minutes of the meeting to each party present, promptly and before the next scheduled meeting, and to parties who should have been present.
5. A schedule of regular Project Meetings will be established at the Pre-construction Conference.

01300 SUBMITTALS

A. SUMMARY

1. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including but not limited to the following:
 - a. Submittal Procedures.
 - b. Submittal schedule.
 - c. Daily Construction reports.
 - d. Shop Drawings.
 - e. Product Data.
 - f. Samples.
 - g. Quality assurance submittals.
 - h. Engineers Action.
 - i. Submittals shall comply with all requirements in Division 1 Section 01631 "Equals and Substitutions".
 - j. Submittals shall comply with all requirements in Division 1 Section 01740 "Warrantees and Bonds".
 - k. Submittals shall comply with all requirements in Division 1 Section 01040 "Coordination".
 - l. Submittals shall comply with all requirements in Division 1 Section 01730 "Operation & Maintenance Manuals".

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

1. Permits.

2. Applications for Payment.
3. Performance and payment bonds.
4. Contractor's construction schedule.
5. Daily construction reports.
6. Insurance certificates.
7. List of subcontractors.
8. Subcontractors/*Suppliers FEIN #'s and Connecticut tax registration #.*

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section 01027 "Application for Payment" specifies requirements for submittal of the Schedule of Values.
2. Division 1 Section 01040 "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
3. Division 1 Section 01200 "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
4. Division 1 Section 01310 "Construction Schedules".
5. Division 1 Section 01315 "CPM Schedule" specifies requirements for contractor's schedule submittal.
6. Division 1 Section 01380 "Construction Photographs" specifies requirements for submittal of periodic construction photographs.
7. Division 1 Section 01400 "Quality Control" specifies requirements for submittal of inspection and test reports.
8. Division 1 Section 01631 "Equals and Substitutions" specifies requirements for submittal of requests to use products other than those specified.
9. Division 1 Section 01700 "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.
10. Division 1 Section 01740 "Warranties and Bonds".

D. DEFINITIONS

1. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended and as identified in the Specification Division 2 through 16.
2. Preparation of Coordination Drawings is specified in Division 1 Section "Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
3. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
4. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

E. SUBMITTAL PROCEDURES

1. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
3. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
 - b. The Engineer reserves the right to reject incomplete submitted packages.
4. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
 - a. Allow (2) two weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
 - b. If an intermediate submittal is necessary, process the same as the initial submittal.
 - c. Allow (2) two weeks for reprocessing each submittal.
 - d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.

F. Submittal Preparation: Place a permanent label, title block or 8-1/2 inches x 11 inches cover page approved by the Engineer, on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. The minimum number of copies required for each submittal shall be at a minimum 7 copies or as determine otherwise at the pre-construction conference or by the Construction Administrator.
2. Provide a space approximately 4 inches by 5 inches on the label, beside the title block or on the cover page on Shop Drawings to record the Contractor's review and approval markings and the action taken.
3. Include the following information on the label for processing and recording action taken.
 - a. *Project Name and State of Connecticut Project Number.*
 - b. *Date.*
 - c. *Name and address of the Engineer, Construction Administrator, and Owner Representative.*
 - d. *Name and address of the Contractor.*
 - e. *Name and address of the subcontractor.*
 - f. *Name and address of the supplier.*
 - g. *Name of the manufacturer.*
 - h. *Number and title of appropriate Specification Section.*
 - i. *Drawing number and detail references, as appropriate.*

- j. Indicate either initial or resubmittal.*
- k. Indicate deviations from Contract Documents.*
- l. Indicate if "equal" or "substitution".*

G. **Submittal Transmittal:** Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer using a transmittal form. Copy the Construction Administrator on the transmittal. The Engineer will return all submittals to the Contractor after action is taken with a complete copy of the submittal package and one complete copy of the submittal package. The Engineer will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

H. SUBMITTAL SCHEDULE

1. After development and review by the Owner and Engineer acceptance of the Contractor's Construction or CPM schedule prepare a complete schedule of submittals. Submit the schedule to the Construction Administrator within 30 days of Contract Award.
2. Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the contractor's Construction or CPM Schedule.
3. Prepare the schedule in chronological order. Provide the following information:
 - a. Schedule date for the initial submittal.
 - b. Related section number.
 - c. Submittal category (Shop Drawings, Product Data, or Samples).
 - d. Name of Subcontractor.
 - e. Description of the part of Work covered.
 - f. Scheduled date for resubmittal.
 - g. Scheduled date for the Engineer's final release of approval.

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

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

J. **Schedule Updating:** Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

K. DAILY CONSTRUCTION REPORTS

1. Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Construction Administrator at weekly intervals:
 - a. List of subcontractors at the site.*
 - b. Approximate count of personnel at the site.*

- c. High and low temperatures, general weather conditions.*
- d. Accidents and unusual events.*
- e. Meetings and significant decisions.*
- f. Stoppages, delays, shortages, and losses.*
- g. List of equipment on site and identify if idle or in use.*
- h. Orders and requests of governing authorities.*
- i. Change Orders received, start and end dates.*
- j. Services connected, disconnected.*
- k. Equipment or system tests and startups.*
- l. Equals or Substitutions approved or rejected.*

L. SHOP DRAWINGS

1. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
2. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - a. Dimensions.
 - b. Identification of products and materials included by sheet and detail number.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions established by field measurement.
 - f. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 36 by 48 inches.
 - g. Submit one (1) reproducible media and seven (7) prints as directed by the Construction Administrator. The Contractor's submittal shall identify the specification section and/or drawing number applicable to the submittal.
 - h. Details shall be large scale and/or full size.
3. The Contractor shall review the Shop Drawings, stamp with this approval, and submit them with reasonable promptness and in orderly sequence so as to cause no delay in his Work or in the Work of any subcontractor. Shop Drawings shall be properly identified as specified for item, material, workmanship, and project number. At the submission, the Contractor shall inform the Engineer, in writing of any deviation in the shop drawings from the requirements of the Contract Documents.
4. The Engineer will review and comment on shop drawings with reasonable promptness so as to cause no delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. Refer to Article 5 of General Conditions. Shop Drawings received by the Engineer that indicate insufficient study of drawings and specifications, illegible portions or gross errors, will be rejected outright. Such rejections

shall not constitute an acceptable reason for granting the Contractor additional time to perform the work.

5. The Contractor shall make any corrections required by the Engineer and shall resubmit the required number of corrected copies of shop drawings until fully reviewed.
6. Upon final review submit four (4) additional prints, same as submitted, to the Construction Administrator for his use.
7. The Engineer's review and comments on shop drawings shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents.
8. Only final reviewed shop drawings are to be used on the project site.
9. The Work installed shall be reviewed in accordance with the shop drawings and the drawings and specifications. Final Review of the shop drawings by the Engineer shall constitute acceptance by the State and the Engineer of a variation or departure that is clearly identified. Final reviewed shop drawings shall not replace or be used as a vehicle to issue or incorporate change orders.

M. PRODUCT DATA

1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, schedules, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
2. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
 - a. *Manufacturer's printed recommendations.*
 - b. *Compliance with trade association standards.*
 - c. *Compliance with recognized testing agency standards.*
 - d. *Application of testing agency labels and seals.*
 - e. *Notation of dimensions verified by field measurement.*
 - f. *Notation of coordination requirements.*
3. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
4. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.
5. Submittals: Submit 7 copies of each required submittal; submit 5 copies where required for maintenance manuals. The Engineer will retain one and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
6. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

- a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
- b. Do not permit use of unmarked copies of Product Data in connection with construction.

N. SAMPLES

1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
2. Store, mount or display Samples on site in the manner to facilitate review of qualities indicated. Prepare Samples to match the Engineer's sample. Include the following:
 - a. *Specification Section number and reference.*
 - b. *Generic description of the Sample.*
 - c. *Sample source.*
 - d. *Product name or name of the manufacturer.*
 - e. *Compliance with recognized standards.*
 - f. *Availability and delivery time.*
3. Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - a. Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least (3) three multiple units that show approximate limits of the variations.
 - b. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - c. Refer to other Sections for Samples to be returned to the Contractor for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 - d. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
4. Preliminary Submittals: Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics from a range of standard choices, unless otherwise noted in specification section..
 - a. The Engineer will review and return preliminary submittals with the Engineers notation, indicating selection and other action.
5. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit (3) sets. The Engineer will return one set marked with the action taken.
6. Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

- a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
7. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.
- a. Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.
 - 1) Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

O. QUALITY ASSURANCE SUBMITTALS

1. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.
2. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
 - a. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
3. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section "Quality Control."

P. ENGINEER'S ACTION

1. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
 - a. Compliance with specified characteristics is the Contractor's responsibility.
2. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:
 - a. Final Unrestricted Release: When the Engineer marks a submittal "Approved for fabrication," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
 - b. Final-But-Restricted Release: When the Engineer marks a submittal "Incorporate Notations," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Submit corrected copies for record. Final payment depends on that compliance.
 - c. Returned for Resubmittal: When the Engineer marks a submittal "Rejected, or Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.

- 1) Do not use, or allow others to use, submittals marked "Rejected, or Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
 - 2) Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Engineer will return the submittal marked "Action Not Required."
- d. Unsolicited Submittals: The Engineer will discard unsolicited submittals without action.

01310 CONSTRUCTION SCHEDULE

A. Definitions:

1. Construction Schedule: A method of planning and scheduling a construction project utilizing a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the schedule an effective tool for planning and monitoring the progress of the work.

B. Quality Assurance: NOTE: Insert a specific computer program and hardware configuration if the Microsoft Project program is unacceptable.

C. Construction Schedule Format:

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

D. Content:

1. Show complete sequence of construction by activity, with dates beginning and completion of each element of construction.
2. Identify each item by specification section number.
3. Identify work of separate phases other and other logically grouped activities.
4. Show accumulated percentages of completion of each item, and total percentage of Work completed, as of the first day of each month.
5. Provide separate schedule of submittal dates for shop drawings, product data, and samples, Owner/Agency furnished products and any products identified as under Allowances, and dates reviewed submittals will be required from Engineer/Engineer. Indicate decision dates for selection of finishes.
6. Indicate delivery dates for Owner/Agency furnished products and any products identified as under Allowances.
7. Coordinate content with Schedule of Values specified in Section 01027 "Application for Payment".
8. Indicate critical path with original baseline indicated.

E. Submittals And Revisions To Schedules:

1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
3. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.
4. An initial bar graph (ganttt) schedule is to be prepared by the General Contractor and submitted to the Construction Administrator within seven (7) Working calendar days of award of contract. This schedule is to cover all items of work from the start of the project up to the completion of the project. After review, resubmit required revised data within five (5) Working calendar days. This schedule must be revised monthly and when the actual schedule of significant items varies more than seven (7) Calendar days from the proposed schedule. The critical path with baseline must be indicated.
5. Submit revised Construction Schedules each Application for Payment.
6. Submit four (4) copies of the Construction Schedule to the Construction Administrator..

F. Distribution:

1. Distribute copies of the Construction Schedules to Construction Administrator, Engineer, Owner, Subcontractors, suppliers, and other concerned parties.
2. Instruct recipients to promptly report, in writing, problem anticipated by projections indicated in schedules.

01380 CONSTRUCTION PHOTOGRAPHS

A. Not Applicable

01400 QUALITY CONTROL

A. Not Applicable

01505 TEMPORARY ELECTRICITY AND LIGHTING

A. Not Applicable

01510 TEMPORARY HEATING, COOLING AND VENTILATING AND LIGHTING

A. Not Applicable

01515 TEMPORARY TELEPHONE

A. Not Applicable

01520 TEMPORARY WATER

- A. Not Applicable

01525 TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide, where directed, chemical toilets with toilet tissue, plus wash basins with water, soap and paper towels. The Contractor shall maintain the facilities in a sanitary condition.
- B. If women are employed in the work, provide separate, designated facilities for them of the same kind. Provide an adequate number of each kind of facility for each gender.
- C. Designated existing toilets may be used during construction. It is the responsibility of the Contractor to maintain the facilities in a clean and sanitary condition and return them to their original condition after use. No loitering or smoking will be permitted in these areas.

01530 FIRE PROTECTION

- A. The Contractor, during construction, shall be responsible for loss or damage by fire to the work of the Contract until completion. Any fire used within the structure for working purposes shall be extinguished when not in use. Bitumen or tar shall be melted on the ground only. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to the building at any time. The Contractor shall assign a responsible employee to be in charge of fire protection measures.

01535 CONSTRUCTION EQUIPMENT

- A. The Contractor shall furnish tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and similar work or material necessary to insure convenience and safety in the execution of the Contract except where this is otherwise specified in any Specification Section. Responsibility for design, strength and safety shall remain with the Contractor. All such items shall comply with Federal OSHA regulations and applicable codes, statutes, rules and regulations, including compliance with the requirements of the current edition of the "Manual of Accident Prevention in Construction" published by the A.G.C. and the standards of the State Labor Department.
- B. Staging, exterior and interior, required for the execution of this Contract, shall be furnished, erected, relocated if necessary and removed by the General Contractor. Staging shall be maintained in a safe condition without charge to and for the use of all trades as needed.

01540 BARRIERS AND ENCLOSURES

- A. Provide barriers to prevent public entry into construction areas and to protect existing facilities from damage by construction operations.
- B. Provide a fence around construction site; equip with vehicular and pedestrian gates with locks.
- C. Provide covered walkways as required by governing authorities for public rights-of-way and for public access to existing buildings.

- D. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, materials' dumping, chemically injurious materials, puddling or running water.
- E. Provide temporary, insulated, weathertight closures at openings to the exterior to provide acceptable working conditions and protection for materials, to allow for temporary heating and to prevent entry of unauthorized persons. Provide doors with self-closing hardware and locks.
- F. Barriers and enclosures shall be in conformance with code requirements. Do not block egress from occupied buildings unless necessary to further the work of the Contract. In this case, secure the Department's approval of an alternate egress plan.
- G. See also General Conditions Article 19 "Protection of the Work, Persons and Property".

01545 PROTECTION

- A. Protect buildings, equipment, furnishings, grounds and plantings from damage. Any damage shall be repaired or otherwise made good at no expense to the State.
- B. Provide protective coverings and barricades to prevent damage. The Contractor shall be held responsible for, and must make good at his own expense, any water or other type of damage due to improper coverings. Protect the public and building personnel from injury.
- C. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- D. See also General Conditions Article 19 "Protection of the Work, Persons and Property".

01550 SECURITY

- A. Provide security program and facilities to protect work, existing facilities and Owner's operations from unauthorized entry, vandalism and theft. Coordinate with Owner's security program.
- B. The Contractor shall be solely responsible for damage, loss or liability due to theft or vandalism.

01555 TRAFFIC WAYS

- A. The Contractor may use on-site paved roads and parking areas but shall not encumber same or their access. Public highways shall not be blocked by standing trucks, parked cars, material storage, construction operations or in any other manner.
- B. Public roads and existing paved roads, drives and parking areas on Owner's property shall be kept free from scrap or debris due to construction operations and any damage to their surface caused by the Contractor shall be repaired by him at his own expense.
- C. If the work of the Contract affects public use of any street, road, highway or thoroughfare, the G. C. shall confer with the police authority having jurisdiction to determine if and how many police are needed for public safety in addition to any barriers and signals that may be needed. The G.C. will be responsible for payment of any needed police services.

01560 TEMPORARY CONTROLS

- A. Not Applicable

01565 STORM WATER CONTROL

- A. Assume responsibility for Storm Water pollution control by submitting to the Connecticut Department of Energy & Environmental Protection (DEEP) a "General Permit for the Discharge of Storm Water and Dewatering Wastewaters from Construction Activities" registration; conform to the permit requirements.
 - B. Conform to the Storm Water Pollution Control Plan included in the Contract Documents or have another plan, prepared at the General Contractor's expense, which has been approved by the Department of Public Works and Environmental Protection.
 - C. The "General Permit for the Discharge of Storm Water and Dewatering Wastewater from Construction Activities" shall be prepared by the contractor.
 - D. Sign, and cause to be signed by each appropriate subcontractor, the Certification Statement required by the General Permit.
-

01570 CLEANING

- A. Maintain areas under Contractor's control free of waste materials, debris and rubbish. Maintain in a clean and orderly condition.
 - B. Control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces.
 - C. Remove waste materials, debris and rubbish from site daily and dispose of legally off-site. No scrap/debris shall remain inside the building or anywhere on site upon final acceptance of the project.
 - D. See also General Conditions Article 24 "Cleaning Up".
-

01575 PROJECT SIGNS

- A. Not Applicable
-

01580 FIELD OFFICES AND SHEDS

- A. Not Applicable
-

01585 IDENTIFICATION BADGES

- A. Badges are not required as long as Contractor Personnel are clearly identified.
-

01600 MATERIALS AND EQUIPMENT CONTROLS

- A. **Materials and Equipment:** Shall be delivered, stored and handled to prevent intrusion of foreign matter and damage by weather or breakage. Packaged materials shall be delivered and stored in original, unbroken packages.
 - 1. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct and products are undamaged.

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

B. Storage and Protection:

1. Store products in accordance with manufacturers' instructions with seals and labels intact and legible. Store sensitive products in weathertight enclosures; maintain within temperature and humidity range required by manufacturer.
2. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
3. Store loose granular material on solid surfaces in a well-drained area; prevent mixing with foreign matter.
4. Arrange storage to provide access for inspection. Periodically inspect to insure products are undamaged and are maintained under required conditions. Keep log showing date, time and problems, if any.
5. Stone, masonry units and similar materials shall be stored on platforms or dry skids and shall be adequately covered and protected against damage.

01631 EQUALS AND SUBSTITUTIONS

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

1. Equals or Substitutions General: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract.
2. Equal: Any deviation from the specification which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the first listed manufacturer or first listed procedure specified, after review, by the 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 Engineer/Engineer's design intent of the specified material, device, procedure, equipment, etc.
3. Substitution: Any deviation from the specified requirements, which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is not recognized or accepted as equal to the first manufacturer or procedure listed in the Specification after review by the Engineer and may be rejected or approved by the Owner. The Substitution is not equal to the specified requirement in comparison to the first manufacture or first procedure listed in the Specifications in one or more of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended; size; cost and rating. The Substitution constitutes a modification in the scope of Work,

- the Schedule or the Engineer/Engineer's design intent of the specified material, device, procedure, equipment, etc.
- 4 The following are not considered to be requests for Equals or Substitutions:
 - a. Revisions to the Contract Documents requested by the Owner or Engineer.
 - b. Specified options of products and construction methods included in the Contract Documents.
 - c. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities having jurisdiction.

B. Submittals:

1. Equals and Substitution Request Submittals: The Owner will consider requests for equals or substitutions if received within time period designated in the General Conditions Article 15 "Materials; Standards". Requests received more than the days specified in Article 15 after the start date of the contract will be rejected.
 - a. The Contractor is required to prepare and submit 3 copies of the required data for the first manufacturer listed or procedure listed in the specifications section with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating and cost. All submissions must include all the required data for the first listed manufacturer or procedure as specified, as well as the required data for the proposed Equal or Substitution. This will enable the Owner and Engineer to determine that the proposed Equal or Substitution is or is not substantially equal to the first listed manufacturer or procedure.
2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
3. Provide complete documentation showing compliance with the requirements for equals or substitutions, and the following information, as appropriate on a "Substitution Request" form as required by the Owner:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed Equal or Substitution.
 - b. A detailed comparison chart of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Shop Drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the effect on the Contractor's Construction Schedule or CPM Schedule compared to the schedule without approval of the Equal or Substitution. Indicate the effect on overall Contract Time.
 - f. Cost information, broken down, including a proposal of the net change, if any in the Contract Sum.

- g. The proposed request can be provided in a manner that is compatible with the Work as certified by the Contractor.
 - h. The proposed request can be coordinated with the Work as certified by the Contractor.
 - i. The proposed request can uphold the warranties required by the Contract Documents as certified by the Contractor.
2. The Contractor's submission and the Engineer's review of Submittals, including but not limited to, Samples, Manufacturer's Data, Shop Drawings, or other such items, which are not clearly identified as a request for an Equal or Substitution, will not be considered or accepted as a valid request for an Equal or Substitution, nor does it constitute an approval.

01650 STARTING OF SYSTEMS

A. General:

1. Coordinate schedule for start-up of various equipment and systems.
2. Provide written notification the Construction Administrator thirty (30) Calendar Days prior to start-up of each item.
3. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, and control sequence for other conditions that may cause damage.
4. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
5. Verify in wiring and support components are complete and tested.
6. Execute the start-up under supervision of manufacturer's representative, in accordance with manufacturer's instructions.
7. When referenced in individual specification sections, require manufacturer to provide an authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
8. Submit a written report in accordance Section 01400 "Quality Control" that the equipment or system has been properly installed and is functioning properly.

B. Demonstration and Instructions:

1. Demonstrate operation and maintenance of Products to Owner and Agency Personnel two (2) weeks prior to substantial completion.
2. Demonstrate Project equipment and instruct in a classroom environment at location designated by the Construction Administrator and instructed by a qualified manufacturer's representative who is knowledgeable about the project.
3. For equipment or systems requiring seasonal operation perform demonstration for season within six (6) months.
4. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner and Agency Personnel in detail to explain all aspects of operation and maintenance.

5. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, and maintenance, and shutdown of each item at agreed upon scheduled time and at equipment or designated location.
6. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during demonstration.

C. Testing Adjusting, and Balancing:

1. The Contractor will employ and pay for the testing services of an independent consultant to verify the testing, adjusting, and balancing.
2. Reports will be submitted by the independent testing consultant to the Construction Administrator indicating observations and results of tests and indicating compliance or non-compliance with the requirements of the Contract Documents.
3. The Owner may employ and pay for the services of an independent consultant to verify testing, adjusting, and balancing which was performed by the Contractor.

01700 CONTRACT CLOSEOUT

A. Substantial Completion:

1. Preliminary Procedures: Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.
 - a. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - 1) Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - 2) If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
 - b. Advise the Owner of pending insurance changeover requirements.
 - c. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - d. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - e. Submit record drawings, maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - f. Deliver tools, spare parts, extra stock, and similar items.
 - g. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 - h. Demonstration, thru operation and testing, the functions of all systems and/or equipment to the satisfaction of the Owner for compliance to the contract. Complete testing of systems, and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.

- i. Complete final cleanup requirements, including touchup painting.
- j. Touch up and otherwise repair and restore marred, exposed finishes.
2. Inspection Procedures: The Contract shall be ready and prepared when they request a Substantial Completion inspection. If the inspection reveals that the work is not complete, there are extensive punchlist items and as the items listed above are not complete, the Construction Administrator, Engineer, and Owner will determine the inspection has failed.
3. The Contractor is responsible for all costs to re-inspect due to a failed inspection. The Owner will issue a deduct change order to cover all costs for re-inspection.
 - a. The Engineer will repeat inspection when requested and assured that the Work is substantially complete.
 - b. Results of the completed inspection will form the basis of requirements for final acceptance.

B. Final Acceptance:

1. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
 - a. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
 - b. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 - c. Submit a certified copy of the Engineer's final inspection list of items to be completed or corrected, endorsed and dated by the Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Engineer.
 - d. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - e. Submit consent of surety to Final Payment.
 - f. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
2. Reinspection Procedure: The Inspection Group will re-inspect the Work upon receipt of notice from the Construction Administrator that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner.
 - a. Upon completion of reinspection, the Construction Administrator will prepare a certificate of final acceptance. If the Work is incomplete, the Construction Administrator will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

C. As Built Document Submittals:

1. **General:** Do not use record documents for construction purposes. Protect Record Documents from deterioration and loss in a secure, fire-resistant location. Provide access to record

- documents for the Engineer's reference during normal working hours. Keep documents current; do not permanently conceal any work until required information has been recorded. **Failure to keep documents current is sufficient cause to withhold progress payments.**
- a. The Contractor shall also hire the services of a Surveyor registered in the State of Connecticut to conduct a final survey to determine the location of exterior underground utility lines and to record the results, and update existing electronic media
 - b. The record of exterior underground utilities shall be made at the time of installation on Mylar film drawing and AutoCAD (latest version) compatible disks. The drawing shall bear the seal of the Land Surveyor and a statement of accuracy.
2. **As-built Drawings:** The Contractor shall maintain one clean, complete undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
- a. Mark record sets with erasable pencil to distinguish between variations in separate categories of the Work.
 - b. Mark all new information that is not shown on Contract Drawings.
 - c. Note related change-order numbers where applicable.
 - d. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
 - e. Upon completion of the work, the Contractor shall submit Record Drawings to the Construction Administrator for the Owner's Records who will pass them on to the Engineer or Engineer for transferring the changes to the Record Drawing Mylar Tracings.
 - f. Submit electronic format data of all Coordination Drawings as required by the owner, at no additional cost.
 - g. Refer to Section 01400 "Quality Control" Section 1.3 for required as built drawings and specifications for fire alarm systems.
3. **Record Specifications:** The Contractor shall maintain one complete copy of the Project Manual, including Addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
- a. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 - b. Give particular attention to equals and substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
 - c. Note related record drawing information and Product Data.
 - d. Upon completion of the Work, submit record Specifications to the Construction Administrator for the Owner's records.

4. **Record Product Data:** The Contractor shall maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
 - a. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
 - b. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
 - c. Upon completion of markup, submit complete set of Record Product Data to the Construction Administrator for the Owner's records.
5. **Record Sample Submitted:** Immediately prior to Substantial Completion, the Contractor shall meet with the Construction Administrator, Engineer and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
6. **Miscellaneous Record Submittals:** Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Construction Administrator for the Owner's records.
7. **Maintenance Manuals:** Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch (51-mm), 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder according to section 01730 "Operations & Maintenance Data". Included but not limited to the following types of information:
 - a. *Emergency instructions.*
 - b. *Spare parts list.*
 - c. *Copies of warranties.*
 - d. *Wiring diagrams.*
 - e. *Recommended "turn-around" cycles.*
 - f. *Inspection procedures.*
 - g. *Shop Drawings and Product Data.*
 - h. *Fixture lamping schedule.*

D. Closeout Procedures:

1. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
 - a. *Maintenance manuals.*
 - b. *Record documents.*
 - c. *Spare parts and materials.*

- d. Tools.*
 - e. Lubricants.*
 - f. Fuels.*
 - g. Identification systems.*
 - h. Control sequences.*
 - i. Hazards.*
 - j. Cleaning.*
 - k. Warranties and bonds.*
 - l. Maintenance agreements and similar continuing commitments.*
2. As part of instruction for operating equipment, demonstrate the following procedures:
- a. Startup.
 - b. Shutdown.
 - c. Emergency operations.
 - d. Noise and vibration adjustments.
 - e. Safety procedures.
 - f. Economy and efficiency adjustments.
 - g. Effective energy utilization.

E. Final Cleaning:

- 1. **General:** The General Conditions requires general cleaning during construction. Regular site cleaning is included in Division 1 Section 01570 "Cleaning".
- 2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and Certification of Occupancy.
- 3. **Interior:**
 - a. Remove labels that are not permanent labels.
 - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass
 - c. Clean exposed interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - d. Wash washable surfaces of mechanical, electrical equipment and fixtures and replace filters, clean strainers on mechanical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - e. Clean and polish finish hardware.

- f. Clean and polish tile and other glazed surfaces.
 - g. Clean floors; wax and buff resilient tile. Clean vinyl or rubber base.
 - h. Vacuum and/or dust walls, ceilings, lighting fixtures, ceiling diffusers and other wall and ceiling items.
 - i. Remove defacements, streaks, fingerprints and erection marks.
4. **Exterior:**
- a. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth, even-textured surface.
 - b. Clean exposed exterior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances.
 - c. Clean roofs, gutters and downspouts.
 - d. Remove waste and surplus materials, rubbish and construction equipment and facilities from the site, and deposit it legally elsewhere.
 - e. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.
5. **Pest Control:** Engage an experienced, licensed exterminator to make a final inspection and rid the work of rodents, insects, and other pests.
6. **Removal of Protection:** Remove temporary protection and facilities installed for protection of the Work during construction.
7. **Compliance:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
- a. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Construction Administrator.
 - b. Leave building clean and ready for occupancy. If the Contractor fails to clean up, the Owner may do so, with the cost charged to the Contractor. The Owner will issue a credit change order to cover the costs.

01730 OPERATION AND MAINTENANCE DATA

- A. The Contractor shall instruct the State's designated personnel in the operation of new equipment and shall provide manuals and if required, provide video tapes of this basic maintenance of the equipment for training purposes. Provide qualified personnel for as long as necessary to instruct the State's personnel.
- B. Submit four copies of the manuals in 3-ring, loose-leaf notebooks to the Engineer/Engineer for approval. Manuals may consist of plain paper copies of approved shop drawings and catalog cuts.

Upon completion and approval, 3 copies will be forwarded to the State and one copy retained by the Engineer/Engineer.

- C. Manuals shall include:
 - 1. Operating Procedures:
 - a. Typewritten procedures for each mode of operation of each piece of equipment. Procedures shall indicate the status of each component of a system in each operating mode.
 - b. Procedures shall include names, symbols, valve tags, circuit numbers, schematic wiring diagrams, locations of thermostats, manual starters, control cabinets and other controls of each system.
- D. Emergency shut-down procedures for each piece of equipment or system, both automatic and manual, as appropriate.
 - 1. Maintenance Schedule:
 - a. Typewritten schedule describing manufacturers schedule of maintenance and maintenance procedures.
 - 2. Catalog Cuts:
 - a. To illustrate each piece of installed equipment, including options.
 - b. Include equipment descriptions including physical, electrical and mechanical; performance characteristics; installation or erection diagrams.
 - c. Include spare parts numbers and names, address and phone number of manufacturer; name, address and phone number of local representative or service department.
 - d. Typewritten list of all subcontractors on the project, including name, address and phone number of local representative or service department.
 - 3. Manuals shall be indexed with dividers indicating each system or piece of equipment.

01740 WARRANTIES AND GUARANTEES

- A. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- B. **Related Damages and Losses:** When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
- C. **Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- D. **Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- E. **Owner's Recourse:** Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- F. **Rejection of Warranties:** The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- G. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.
- H. The Contractor shall guarantee all materials and workmanship for a period of eighteen months from the date of acceptance of the Work. In addition, the Contractor shall furnish the warranties listed below. Submit four copies of each to the Construction Administrator in the supplier's standard form or in the form given below if there is no standard form available.
- I. The Contractor shall guarantee all materials and workmanship for a period of eighteen months from the date of acceptance of the Work.
- J. **Form of Guarantees and Warranties:**

*Commissioner
Department of Public Works
165 Capitol Avenue
Hartford, Connecticut 06106
(Project Title and Number)*

I (We) hereby guarantee and warranty)

*the _____ work on the referenced project for a period of _____ years
from _____, 19__ against failures of workmanship and materials in accordance
with the requirements of Section ____, Page ____, Paragraph ____, of the Specifications.*

Signed _____

3) General Contractor _____
(or authorized agent)

- K. Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Public Works on companies' standard form.
- L. Guarantees, warranties or bonds supplied by Subcontractors, Suppliers or Manufacturers shall reference the project name, number, and location and be certified by the General Contractor to be for the product and installation on the project and must be countersigned by the General Contractor.
- M. **Submittals:**
 - 1. Submit written warranties prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for

warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.

2. Forms for special warranties are included in this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Submit a draft to the Owner, through the Construction Administrator, for approval prior to final execution.
 - a. Refer to Divisions 2 through 17 Sections for specific content requirements and particular requirements for submitting special warranties.
3. Form of Submittal: At Final Completion compile 2 copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
4. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 - a. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - b. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project title or name, and name of the Contractor.
 - c. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

END OF DIVISION 1- GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Solar Powered Outdoor Lighting

1.2 REFERENCES

- A. American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE)
 - 1. ANSI/ESD S20.20-2007 Development of an Electrostatic Discharge Control Program
- B. International Electrotechnical Commission
 - 1. (IEC) 801-2 Electrostatic Discharge Testing Standard
- C. International Organization for Standardization (ISO)
 - 1. 9001-2008 – Quality Management Systems
- D. Underwriters Laboratories
 - 1. UL 1598
 - 2. UL 60950-1:2007
- E. Canadian Standards
 - 1. CSA C22.2
- F. National Electrical Manufacturers Association (NEMA)
 - 1. NEMA 250-2003 – Enclosures for Electrical Equipment
 - 2. ANSI/IEC 60529-2004 – Degrees of Protection Provided by Enclosures

1.3 SUBMITTALS

- A. Specification Conformance Document: Indicate whether the submitted equipment:
 - 1. Meets specification exactly as stated.
 - 2. Meets specification via an alternate means and indicate the specific methodology used.
- B. Product Data: Catalog cut sheets with performance specifications demonstrating compliance with specified requirements.
- C. IES electronic files of lamp output or Photometric Plots on a surface from a defined lamp height compliant with IES LM-79
- D. Calculation of Effective Projected Area (EPA) of the solar lighting system, with associated AASHTO reference for design wind speed for the area and EPA rating of the pole (if provided)
- E. Lighting System has NTRL certifications to UL, CE and TUV. Compliance not acceptable.
- F. Days of battery back-up be based on an assumption of no sun and Battery cycle life taking into account temperature impact on cycle life.
- G. PV sizing based on worst-case average insolation data from an accredited source (e.g. NREL TMY2), with an additional safety factor to account for worst-case conditions. Consideration given for temperature, PV obstruction and other obstructions.
- H. Line drawing or photograph of lighting system(s)

- I. Wiring diagram(s)
 - J. Customer references of at least 50 installation sites.
 - K. Installation Instructions
- 1.4 QUALITY ASSURANCE
- A. Manufacturer: Minimum 10 years' experience in manufacture of solar powered lighting systems
 - B. Manufacturer's Quality System: Registered to ISO 9001:2008 Quality Standards, including in-house engineering for product design activities.
- 1.5 SAFETY COMPLIANCE
- A. Entire power system including luminaire, charge controller, harnessing, battery, etc. is UL listed and or CSA where required.
 - B. Luminaire approved by a Nationally Recognized Testing Laboratory to UL 1598
 - C. Charge Controller and LED driver approved by a Nationally Recognized Testing Laboratory to UL 60950-1:2007 and FCC part 15 certification
- 1.6 PROJECT CONDITIONS
- A. Ambient temperature: -5° to 50° C
 - B. Relative humidity: 0 to 100%
 - C. Pole, base, footing and all coupling components exceed maximum specified EPA ratings required for local wind loading conditions.
- 1.7 WARRANTY
- A. Provide manufacturer's warranty covering 5 years on solar lighting system from date of purchase.
 - B. Solar Voltaic Panel covered for 20 years
 - C. Mounting hardware, arms & brackets covered for a minimum of 10 years
 - D. Pole and associated components covered for a minimum of 10 years
 - E. LED light engine, lamps and fixtures covered for a minimum of 10 years
 - F. Wire harnessing, connectors and terminals covered for a minimum of 10 years
 - G. Electronics: LED driver, charge controller, communications covered for a minimum of 10 years
 - H. Batteries have a limited warranty with a replacement cost credit for up to 5 years with the following minimum coverage: 100% credit for the first 2 years, 60% credit for year 3, 40% coverage for year 2 and 20% credit for year 5.
- 1.8 REGULATORY REQUIREMENTS
- A. Solar lighting system meets or exceeds NEC 2009 code requirements
 - B. Local electrical requirements.

1.9 FACTORY CERTIFIED INSTALLATION SERVICES

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- A. Manufacturer offers & provides pre-installation site survey to certify the proposed system locations and/or provide design assistance for locating systems for photometrics and insolation.
- B. Manufacturer offers & provides factory-certified field service engineer to a site visit to ensure proper installation and operation under following parameters:
 - 1. Qualifications for factory-certified field service engineer:
 - a. Minimum experience of 2 years training in the electrical/electronic field.
 - b. Certified by the equipment manufacturer on the system installed.
 - 2. Make a visit upon completion of installation to:
 - a. Verify connection of system components
 - b. Validate performance
 - c. Train owner or owner's representative on system operation and support

1.10 STORAGE AND HANDLING

- A. Battery(ies) approved for shipping via ground, air, or sea
- B. Battery(ies) retains 80% charge or higher from 2 months of shipment
- C. Battery(ies) ship sufficiently charged to operate the light 2 nights without any solar charging

1.11 MAINTENANCE

- A. Make ordering of new equipment for expansions, replacements, and spare parts available to end user
- B. Make replacements available for minimum of five years from date of manufacture.
- C. Provide factory direct technical support hotline 24 hours per day, 7 days per week.
- D. Provide on-site service support within 3 days anywhere in continental United States and within 5 days worldwide except where special visas are required.

PART 2- PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: SOL Inc. or approved equal.
- B. Basis of design product: SOL Inc. 20/20TM Solar LED Light or subject to compliance and prior approval with specified requirements of this section, one of the following:
 - 1. All proposed substitutions (clearly delineated as such) must be submitted in writing for approval by the design professional a minimum of 10 working days prior to the bid date and must be made available to all bidders.
 - 2. Proposed substitutes must be accompanied by a review of the specification noting compliance on a line-by-line basis.
 - 3. Any substitutions provided by the contractor shall be reviewed at the contractor's expense by the electrical engineer at a rate of \$200.00 per hour.
 - 4. By using pre-approved substitutions, the contractor accepts responsibility and associated costs for all required modifications to circuitry, devices, and wiring.
 - 5. Provide complete engineered shop drawings with deviations for the original design highlighted in an alternate color to the engineer for review and approval prior to

installation.

2.2 GENERAL – Solar Powered Light Systems

A. Solar Powered Light System consists of seven (7) components and assemblies: (1) Photovoltaic (PV) Modules, (2) Solar Light Controllers, (3) LED Luminaire, (4) Battery(ies), (5) Battery Enclosure, and (6) Quick Connect Wire Harnessing with Fuse, and (7) Pole and PV mounting structure.

1. Photovoltaic (PV) Module

a. Construction:

- 1) Crystalline silicon solar cells
- 2) Framed in an all-aluminum structure
- 3) Sealed behind UV stabilized tempered glass
- 4) Covered by a 20 year power warranty
- 5) Meet or exceed IEC61215
- 6) UL 1703 Listed
- 7) RoHS compliant
- 8) Harnessing and cabling is 12 AWG THHN stranded wire with over molded insulation with UV stabilized polymer rated for exterior usage
- 9) Photo Voltaic Panel rated to withstand hailstone impact described in ASTM E1038-93 and surface Cut Susceptibility tests (UL 1703-24)
- 10) Supplemental PV protection by 1/8” aluminum panel backer color matched to solar light system
- 11) Water-tight sealed wire junction box on PV module

b. Performance:

- 1) PV power rating generates adequate power to fully recharge system batteries within three (3) days at the installation location’s expected minimum insolation as defined by NREL (National Renewable Energy Laboratories)
- 2) Electrically joined to the system via water tight junction box and sealed UL recognized PV connectors (MC4 type)
- 3) Fastened to the PV support system in a minimum of four locations

2. Solar Light Controller – consists of battery charge controller and LED driver

a. Construction:

- 1) Enclosed within the light system with touch-proof covers to prevent damage
- 2) IP65 fully potted design, wet location rated
- 3) Approved by a Nationally Recognized Testing Laboratory to UL 60950-1:2007
- 4) Charge controller and LED driver are designed without electrolytic capacitors.
- 5) All other capacitor devices are de-rated by at least 20° C below the capacitor’s maximum temperature rating under fully-loaded conditions and ambient

- temperature of 30° C
- 6) LED driver must be integrated with the solar charge controller.
 - 7) Single unit must be capable of controlling and dimming one or two outdoor LED light systems
 - 8) Integrated surge protection and noise reduction
 - 9) Complies with FCC part 15 noise threshold requirements
 - 10) Ten day/night memory averaging to ensure accurate turn on and turn off lights to prevent false response due to weather variations.
 - 11) Over Voltage Protection.
 - 12) LED Short Circuit Protection.
 - 13) Internal PV Disconnect (no external Diodes Required).
 - 14) Test button & minimum 5 diagnostic LEDs
 - 15) Self Test mode
 - 16) Reverse battery polarity protection.
 - 17) Self calibrating load, timing, and charging circuitry.
 - 18) Minimum 10 year operational life when operating at minimum or maximum rated system environmental specifications (10° C to 50° C at 0 – 100% relative humidity, non condensing)
 - 19) Designed and tested to withstand electrostatic discharges up to 15,000 V without impairment per IEC 801-2.
 - 20) Withstand up to a 6,000 Volt surge without impairment of performance as defined by ANSI C62.41 Category A.
 - 21) Connects to all system components via a quick-connect – latching connector

b. Performance

- 1) Operates in the following mode:
 - a) Dusk to Dawn
- 2) Perform Power Management to increase a system's run-time even with inclement weather conditions
- 3) Charge Controller operates with temperature compensated limits ensuring battery charging algorithm protects battery (ies) from over and under voltage stress
 - a) Charge controller adapts maximum (charged) voltage based on temperature (14V maximum at 21° C)
 - b) Charge controller prevents discharge below temperature compensated battery Low Voltage Disconnect (LVD) limit (11.5V at 21° C)
- 4) Operate the light for at least 7 nights without adequate insolation during the day to charge the batteries
- 5) Charge controller never discharges more than 20% depth of discharge per night
- 6) Charge Controller differentiates between actual sunlight and solar panel

illumination from the system's own LED light

3. LED Luminaire
 - a. Construction:
 - 1) Low profile (< 4 inch tall) architectural style
 - 2) UV stabilized powder coated
 - 3) Tempered flat glass lens
 - 4) IP 65 sealed and rain-proof LED chamber
 - 5) Nationally Recognized Test Laboratory approved to UL1598
 - 6) Wet location listed
 - 7) Dark Sky Compliant
 - 8) Designed and factory-installed LED light source only
 - 9) Direct mounts to a pole with no visible fasteners
 - 10) Heat-sink housing design assures adequate thermal conductivity for 125W of LED power at 40C
 - b. Performance:
 - 1) LED source designed for 65,000 hour performance with over 70% initial lumen maintenance
 - 2) LED's shall be protected from water ingress
 - 3) Use of reflectors or lenses to produce high efficacy lighting patterns
 - 4) Type II, Type III or Type V photometric distribution
 - 5) Meets the following illumination levels using a light loss factor (LLF) of 0.9:
 - a) Average Maintained: [] fc
 - b) Max:Min: 6:1
 - c) Avg:Min: 3:1
 - d) Pole spacing: [] feet
 - 6) Lamps shall operate at range of 15 to 60 volts.
 - 7) LED junction temperature does not exceed 120° C in worst-case site temperature conditions
 - 8) High brightness LEDs only (>100 lumens/Watt) per LED. 5 mm type LEDs are not acceptable
 - 9) Bright white LEDs with a color temperature no greater than 5100K or less than 3,500K
 - 10) Manufacturer provides relevant .IES files to indicate light dispersion and intensity of LED source
 - 11) IES file is measured using the IESNA LM-79 testing method for LED luminaires by a laboratory approved by the US DOE's CALiPER program. Scaled photometric testing files are not acceptable
 - 12) Achieves a BUG rating of B1, U1, G1 at rated operating power
 - 13) Option to add motion detector to adjust lighting between peak and off peak levels for defined periods of time.

- 14) Integrated luminaire shield mounting bosses for house, left and right side, and front side shields
4. Batteries
 - a. Construction:
 - 1) Sealed valve regulated Gel cell type
 - 2) Maintenance free
 - 3) Air shippable
 - 4) Battery shall be rated “non-spillable” by ICAO/IATA/DOT
 - 5) 100% recyclable
 - 6) Battery must be built to comply with IEC 896-2, DIN 43534, BS 6290 Pt4, and Eurobat
 - b. Performance
 - 1) Capable of over 2000 cycles
 - 2) Deep cycle technology
 - 3) Maintains over 80% of charge after 2 months if left disconnected
 - 4) Batteries should provide no less than 5 days of back up in no-sun conditions.
 5. Battery Enclosure
 - a. Construction:
 - 1) All aluminum vented enclosure
 - 2) Aluminum doors and body powder coated to match the system color
 - 3) Installed below the solar panels on the panel support structure with a minimum 4” of air-barrier to prevent overheating.
 - 4) NEMA 3R rated
 - 5) Holds up to 4 large-size (G31) batteries to a maximum enclosure weight of 200 lbs.
 - 6) All battery wire terminals and harnessing connect via quick-connect type with keyed connections to prevent miswires
 - b. Performance:
 - 1) Access provided for battery service via four (4) bolts
 - 2) Wire harness is 12AWG THHN wire and finished to prevent accidental shorts
 - 3) Terminal covers, ring washers, terminals, etc. are non-corrosive non-rusting
 - 4) Warranted for a minimum of two (2) years, and an additional pro-rated warranty to cover five (5) years.
 6. Wire Harnessing & Fuse
 - a. Wire Harnesses Construction
 - 1) All UV stabilized jacketed wiring and connectors
 - 2) Connectors snap-together with positive force latch to prevent accidental

- separation
- 3) Provided with in-line fuse and holder in water tight enclosures
- 4) Provided in variable lengths to eliminate all field wiring
- 5) Color coded connectors make circuit purpose identification simple
- b. Wire Harness Performance:
 - 1) Sealed gasketed connectors prevent dust intrusion
 - 2) All wire gauges exceed NEC 2009 wire gauge and maximum current draw by 25%
- 7. Solar Lighting Pole, PV Structure
 - a. Pole Construction:
 - 1) All aluminum extruded 8" diameter pole with integrated installation channels with bolt down base
 - 2) Captured bolt-head pole design eliminates pole through-drilling for luminaire mounting
 - 3) Aluminum or stainless steel hardware for rust-proof and corrosion resistant mounting equipment
 - 4) Factory supplied with powdercoating to match luminaire and battery enclosure precisely
 - 5) Provided with tenon to support direct mounting of the PV array and battery box
 - b. Pole Performance 140 mph wind zone):
 - 1) Maximum EPA of 25 square feet
 - 2) Maximum Weight of 500 lbs
 - 3) Independently verified pole strength and base details by licensed Professional Engineer
 - c. PV Structure Construction
 - 1) Extruded Aluminum 6061 T6 body
 - 2) Powder coated to match the battery box and luminaire color
 - d. PV Structure Performance:
 - 1) Supports up to 3 PV modules
 - 2) Provides selectable tilt options of 5, 15, 30, 45, and 60 degrees
 - 3) Captured bolt-head hardware
 - 4) Slide-together battery enclosure eliminates pole drilling or additional channel mounts

2.3 SOURCE QUALITY CONTROL

- A. Perform full-function testing on 100% of all lighting systems at the factory.
- B. Manufactured by an ISO 9001-2008 listed manufacturer

PART 3- EXECUTION

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3.1 INSTALLATION

- A. Install equipment in accordance with manufacturer's installation instructions.
- B. Provide complete installation of system in accordance with Contract Documents.

END OF SECTION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work Included: cutting trees, shrubs, and bushes; removing stumps; removing other materials; disposal of materials; stripping and stockpiling topsoil.
- B. Related Work Specified Elsewhere
 - 1. Earth Moving – Section 31 20 00

PART 2 – PRODUCTS

- A. None required by this Section.

PART 3 – EXECUTION

3.01 CLEARING AND GRUBBING

- A. Remove all rubbish and debris from within the Contract limits.
- B. Remove trees, saplings, shrubs, bushes, vines, undergrowth, stumps, and roots from areas to be occupied by buildings, structures, roadways, parking lots, pipelines, and lawns.
- C. The Architect will designate trees and other plants to remain. Protect those trees and plants from damage by erecting barricades, fences, or by other acceptable means. Prevent falling trees from damaging trees and plants designated to remain.
- D. Protect areas outside the limits of clearing from damage by the clearing and grubbing operations.

3.02 STRIPPING AND STOCKPILING TOPSOIL

- A. Strip topsoil from cleared areas. Do not mix topsoil with subsoil. Keep topsoil free of brush, trash, large stones, and other extraneous material.
- B. Stockpile topsoil at areas on the site as directed by the Architect. Protect the stockpiles of topsoil until used for lawns and other plantings under other Sections of these Specifications.
- C. Any topsoil remaining after all work is in place shall become the property of the Contractor. The Contractor shall dispose of the topsoil off the site.
- D. The Contractor shall supply additional topsoil at his expense if there is a shortage from stripping.

3.03 DISPOSAL OF MATERIAL

- A. No burning will be allowed.

- B. All rubbish, debris, logs, stumps, roots, cuttings, and other materials resulting from the clearing and grubbing operations shall become the property of the Contractor and shall be disposed of by him off the site. The manner of disposal shall comply with all applicable local, state, and federal regulations.

END OF SECTION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work Included: Excavating, filling and grading, complete and accepted, as shown on the Drawings and as specified.
- B. Related Sections:
 - 1. Section 31 25 00 – Erosion and Sedimentation Controls.

1.02 JOB CONDITIONS

- A. Dust Control:
 - 1. Use all means necessary to control dust on and near the Work and on and near all off-site borrow areas if such dust is caused by the Contractor's operations during performance of the Work or if resulting from the condition in which the Contractor leaves the site.
 - 2. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other work on the site.
- B. Protection:
 - 1. Use all means necessary to protect all materials of this Section before, during, and after installation and to protect all objects designated to remain.
 - 2. In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the Owner.

1.03 REFERENCES

- A. Wherever reference is made to the DOT Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816 (2004) as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.

PART 2 – PRODUCTS

2.01 FILL MATERIALS

- A. Granular Fill; Structural Fill: Article M.02.01, DOT Specifications.

B. Suitable Fill; Non-structural Fill:

1. Wherever reference is made on the Drawings or in the Specifications to suitable material, suitable backfill material, and suitable fill material, the material shall be mineral soil substantially free from organic materials, topsoil, wood, trash, and other objectionable materials which may be compressible or which cannot be properly compacted. It shall not contain rocks or lumps larger than six (6) inches in largest dimension and not more than 15 percent of the rocks or lumps shall be larger than 2 1/2 inches in largest dimension. Further, it shall not contain granite blocks, broken concrete, masonry rubble, or other similar materials. It shall have physical properties such that it can be readily spread and compacted during filling. Snow, ice, and frozen soil will not be permitted.
2. Do not import suitable fill or backfill material before all suitable, on-site, excavated material has been used.
3. This material shall not be used at locations where use of granular fill is indicated.

2.02 TRENCH BEDDING AND COVER MATERIALS

- A. For Site Lighting Work: per manufacturer's requirements, if required.

2.03 SURFACE AND SUBBASE MATERIALS

A. Surface Materials:

1. Granular Surface: Sound, tough and durable; free from soft, thin, elongated or laminated pieces and vegetable or other deleterious substances. Grading: Article M.02.06, Grading C, DOT Specifications.

B. Subbase Materials:

1. Granular Subbase: Sound, tough and durable; free from soft, thin, elongated or laminated pieces and vegetable or other deleterious substances. Grading: Article M.02.06, Grading B, DOT Specifications.

PART 3 – EXECUTION

3.01 GENERAL

- A. Familiarization: Prior to all work of this Section, become thoroughly familiar with the site, the site conditions, and all portions of the Work falling within this Section.

- B. Acceptance of Excavations: When excavations are complete, request the Owner to inspect and do not proceed with further work until the Owner has indicated its acceptance.
- C. Backfilling Prior to Acceptance of Work Installed:
 - 1. Do not allow or cause any of the work performed or installed to be covered up or enclosed by work of this Section prior to all required inspections, tests, and acceptances.
 - 2. Should any of the work be so enclosed or covered up before it has been accepted, uncover all such work at no additional cost to the Owner.
 - 3. After the work has been completely tested, inspected, and accepted, make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the Owner.
- D. Disposal of Material: All excess material, both suitable and unsuitable, resulting from excavating, filling, and grading operations shall become the property of the Contractor. He shall be responsible for removal and disposal of the excess material off the site. The manner of disposal shall comply with all local, state, and federal regulations.

3.02 FINISH ELEVATIONS AND LINES

- A. For setting and establishing finish elevations and lines, secure the services of a Registered Professional Engineer or Land Surveyor acceptable to the Owner. The Professional Engineer or Land Surveyor shall be registered in the State of Connecticut. Carefully preserve all data and monuments set by the Professional Engineer or Land Surveyor and, if displaced or lost, immediately replace at no additional cost to the Owner.

3.03 UTILITIES

- A. Before starting excavation, establish location and extent of any underground utilities occurring in work area. The contractor shall contact "Call Before You Dig" utility locating service at 1-800-922-4455 at least 48 hours prior to the start of any site construction to have existing underground utilities located.
- B. Protect utility services uncovered by excavation.
- C. Remove abandoned service lines from areas of excavation; cap, plug or seal such lines and identify at grade.
- D. Accurately locate and record abandoned and active service lines re-routed or extended. Record on Project Record Drawings.

3.04 EXCESS WATER CONTROL

- A. Dewatering:
 - 1. Provide and maintain, at all times during construction, ample means and devices with which to remove promptly and dispose of all water from every source entering the excavations or other parts of the Work.
 - 2. Dewater by means that will ensure dry excavations and the preservation of the final lines and grades of bottoms of excavations.
- B. Unfavorable weather: Do not place, spread, or roll any fill material during unfavorable weather conditions. Do not resume operations until moisture content and fill density are satisfactory.
- C. Softened subgrade: Where soil has been softened or eroded by flooding or placement during unfavorable weather, remove all damaged areas and recompact as specified below for fill and compaction.

3.05 EXCAVATION AND SUBGRADE PREPARATION

- A. Perform all excavation required for the construction of pavements, sidewalks and lawns. Trench excavation for pipes and manholes is specified under Section 31 23 33 – Trenching and Backfilling.
- B. Depressions: Where depressions result from or have resulted from the removal of surface or subsurface obstructions, open the depressions to equipment working width and remove all debris and soft material.
- C. Other areas: Excavate to grades shown on the Drawings. Where excavation grades are not shown on the Drawings, excavate as required to accommodate the installation. Cut off bottoms of excavations level and remove all loose soil.
- D. Overexcavation: Backfill and compact all overexcavated areas, as specified below for fill, and at no additional cost to the Owner.
- E. Stockpile suitable excavated material for re-use.
- F. Excavate and replace rock and unsuitable material as specified below in this Section.
- G. After the site has been excavated to subgrade elevation and after all rock and unsuitable material have been removed and replaced with suitable fill or granular fill, as applicable, compact the entire subgrade surface in accordance with the requirements as given below under Fill and Compaction.
- H. After compacting, the subgrade surface shall be true to required line and grade.

3.06 GRADING

- A. Perform all rough and finish grading required to attain the elevations shown on the Drawings.
- B. Grading tolerances:
 - 1. Subgrades under bituminous concrete pavement: Plus or minus 0.06 foot.
 - 2. Subgrades under sidewalks: Plus or minus 0.15 foot.
 - 3. Subgrades under lawns: Plus or minus 0.2 foot.
- C. Treatment after completion of grading:
 - 1. After grading is completed, permit no further excavating, filling, or grading.
 - 2. Use all means necessary to prevent erosion of freshly graded areas during construction and until such time as permanent drainage and erosion control measures have been installed.

3.07 UNSUITABLE MATERIAL EXCAVATION

- A. The Architect will determine whether materials at the bottoms of excavations are suitable or unsuitable. The Architect will make these determinations during required inspections of completed excavations. Generally, unsuitable material is wet or unstable material that will not give suitable foundation for pipe or structure.
- B. When written instructions are received from the Architect, excavate the unstable material to a volume as indicated by the Architect.
- C. When unsuitable material has been removed, backfill and compact the excavated area as specified below under Fill and Compaction.

3.08 ROCK EXCAVATION

- A. All rock excavation will be made by mechanical means. Blasting with explosives will not be allowed.
- B. Make rock excavation:
 - 1. To horizontal dimensions that will permit the constructions of pipelines, precast concrete structures, pavements, and lawns, as specified above.
 - 2. To a depth that will provide for at least six inches of bedding material or fill under precast concrete structures and pipelines unless otherwise indicated on the Drawings.
 - 3. To the bottom of base under pavements.

- 4. To the bottom of topsoil under lawns.
- C. Do not proceed with excavation of rock until necessary measurements have been taken and written instructions have been received from the Owner.

3.09 FILL AND COMPACTION

- A. Wherever filling is required under any part of a structure or a roadway, use granular fill.
- B. Wherever filling is required to bring other areas to required grade, use either suitable fill or granular fill.
- C. Filling: Spread the required fill material in layers not exceeding eight inches in uncompacted thickness.
- D. Moisture Conditioning: Water or aerate the fill as necessary and thoroughly mix to obtain a moisture content that will permit proper compaction.
- E. Compact each fill layer to at least the specified minimum degree. Repeat filling and compaction process until plan grade is attained.
- F. Degree of compaction requirements:
 - 1. Compact fill under concrete slabs to a minimum of 98 percent maximum density.
 - 2. Compact fill at all other locations to a minimum of 95 percent maximum density.
 - 3. Determine percentages of maximum density by ASTM D1557, Method C.

END OF SECTION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work Included: Controlling sedimentation and erosion as shown on the Drawings and as specified.
- B. Related Sections:
 - 1. Section 31 20 00 – Earth Moving.

1.02 REFERENCES

- A. Wherever reference is made to the DOT Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction Form 816 (2004) as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.

PART 2 – PRODUCTS

2.01 HAY BALES AND STAKES

- A. Hay Bales: Forty pounds minimum weight and 120 pounds maximum weight.
- B. Wood Stakes:
 - 1. Two (2) per bale for securing bales.
 - 2. Sizes: As shown on the Drawings.

2.02 MATERIALS FOR SILT FENCE

- A. Filter Fabric; Filter Cloth:
 - 1. Subarticle M.08.01-26, DOT Specifications.
 - 2. Obtain manufacturer's certification that filter fabric conforms to the requirements of these Specifications.
 - 3. Obtain the filter fabric from a manufacturer who produces the material for use in silt fences and who has a design for that use.
 - 4. Do not use fabric susceptible to deterioration in sunlight.

5. Submit 2-foot square sample and technical data sheet for acceptance by the Owner.
 6. Submit manufacturer's installation instructions for acceptance by the Owner.
- B. Posts or Other Suitable Mounting:
1. Lengths of wood posts: As shown on the Drawings. Cross-section dimensions: As recommended by filter fabric manufacturer.
 2. Other Suitable Mounting: As recommended by the manufacturer.
- C. Provide materials as required by the manufacturer for attaching fabric to posts.

2.03 MATERIALS FOR ANTI-TRACKING PAD

- A. Crushed Stone: Sound, tough and durable; free from soft, thin, elongated or laminated pieces and vegetable or other deleterious substances. Grading: Article M.01.01, DOT Specifications No. 4.
- B. Filter Cloth: Subarticle M.08.01-26, DOT Specifications.

2.04 EROSION-CONTROL BLANKETS

- A. Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 – EXECUTION

3.01 PLACING HAY BALES

- A. Place hay bales at slopes, at catch basins and at other locations as shown on the Drawings.
- B. Embed hay bales to a depth of 6 inches.
- C. Drive stakes through hay bales into ground to secure hay bales.
- D. Place and stake hay bales at all locations as necessary to intercept and to filter overland stormwater flows before these flows enter streams or ponds.
- E. Whenever pumping water from excavations, discharge the water such that it passes through hay bales before entering a storm drain or water body.
- F. Remove accumulated sediment and replace bales when system becomes clogged or when directed by the Owner.

- G. Remove hay bales at completion of project unless the Owner directs otherwise.

3.02 CONSTRUCTION AND MAINTENANCE OF SILT FENCES

- A. Construct silt fences as shown on the Drawings.
- B. Construct silt fences in accordance with manufacturer's instructions as accepted by the Owner.
- C. Maintain or replace silt fences until they are no longer necessary or as ordered by the Owner.
- D. Remove silt fences at completion of project unless the Owner directs otherwise.

3.03 CONSTRUCTION AND MAINTENANCE OF ANTI-TRACKING PAD

- A. Construct anti-tracking pad at location shown on the Drawings.
- B. Excavate to length, width and depth dimensions as shown on the Drawings.
- C. Place filter cloth on excavated subgrade.
- D. Place crushed stone on filter cloth to depth as shown on the Drawings.
- E. Maintain the entrance in a condition that will prevent tracking or flowing of sediment onto the public right-of-way. When necessary, increase thickness by adding additional crushed stone; or increase length by excavating to subgrade and placing additional filter cloth and crushed stone; or do both in order to prevent tracking or flowing of sediment. Immediately remove all sediment spilled, dropped, washed or tracked onto the public right-of-way.
- F. Remove anti-tracking pad at completion of project unless the Architect directs otherwise or at a time when permanent access can be constructed.

3.04 CONSTRUCTION OF EROSION CONTROL BLANKETS

- A. Protect seeded areas with slopes exceeding 1V:3H or as indicated on the plans with erosion-control blankets installed and stapled according to manufacturer's written instructions.

3.05 COMPLIANCE WITH GUIDELINES AND PERMITS

- A. The Contractor shall review the CTDEP guidelines (Connecticut Guidelines for Soil Erosion and Sediment Control), and the requirements of the General Permit for the Discharge of Stormwater and Dewatering Wastewaters Associated with Construction Activities prior to any site disturbance.
- B. Inspection shall be performed in accordance with the General Permit as directly cited below:

1. “Qualified personnel (provided by the permittee) shall inspect disturbed areas of the construction activity that have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site at least once every seven calendar days and within 24 hours of the end of a storm that is 0.1 inches or greater. Where sites have been temporarily or finally stabilized, such inspection shall be conducted at least once every month for three months.”
 2. “Disturbed areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures shall be observed to ensure that they are operating correctly. Where discharge locations or points are assessable, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.”
 3. “Based on the results of the inspection, the description of the potential sources and pollution prevention measures identified in the Plan shall be revised as appropriate as soon as practicable after such inspection. Such modification shall provide for timely implementation of any changes to the site within 24 hours and implementation of any changes to the Plan within three calendar days following the inspection. The plan shall be revised and the site controls updated in accordance with the General Permit.”
- C. Stormwater runoff shall be directed away from disturbed areas whenever possible by the use of temporary berms, swales hay bales or silt fence.
- D. In areas where more than 2 acres will be disturbed, sediment traps or other controls will be constructed in accordance with the guidelines.
- E. For discharge points that serve an area with more than 5 disturbed acres at one time, a sediment basin, designed in accordance with the guidelines, shall be installed and shall provide a minimum of 134 cubic yards of water storage per acre drained. The sediment basin shall be maintained until final stabilization of the contributing area. This requirement shall not apply to flows from off-site areas and flows from the site that are either undisturbed or have undergone final stabilization where such flows are diverted around the sediment basin. Outlet structures from sedimentation basins shall not encroach upon a wetland.
- F. The Owner or its representative may require additional controls, as they are deemed necessary due to construction phasing, weather conditions, or other unforeseen conditions that cause excessive soil erosion or sedimentation.

END OF SECTION

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Work Included: Precast and cast-in-place field concrete curb, complete in place, as shown on the Drawings and as specified.
- B. Related Work Specified Elsewhere
 - 1. Section 31 20 00 – Earth Moving.

1.02 QUALITY ASSURANCE

- A. Qualifications of Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 APPLICABLE SPECIFICATIONS

- A. Wherever reference is made to the DOT Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816 (2004) as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Cast-in-Place Concrete: Article M.03.01, DOT Specifications. Class: As shown on the Drawings.
- B. Precast Concrete
 - 1. Materials: Article M.03.01, DOT Specifications, except that coarse aggregate gradation may be varied subject to acceptance by the Architect.
 - 2. Minimum 28-day compressive strength: 4000 psi
 - 3. Entrained air: 5 to 7 percent
 - d. Cement: Type I or II
- C. Joint Filler: Bituminous cellular type, AASHTO M213.
- D. Mortar: Article M.11.04, DOT Specifications.
- E. Granular Base: Article M.02.03, DOT Specifications.

PART 3 – EXECUTION

3.01 CONSTRUCTION METHODS

- A. General: Construct concrete curbing on the prepared base to the lines and grades indicated on the Drawings. Use either cast-in-place or precast concrete curbing unless otherwise indicated on the Drawings. Cast-in-place and precast concrete curbing may be mixed. Make color of each type to match the other as closely as possible, subject to acceptance by the Architect.
- B. Excavation: Excavate the trench to the bottom of the 6-inch granular base below the curbing. Make trench to a width that will permit thorough tamping. Obtain Architect's acceptance of conditions at bottom of trench.
- C. Placing Base: Place and compact granular base to a firm, even surface. Obtain Architect's acceptance of the surface.
- D. Installation of Cast-in-Place Concrete Curbing
 - 1. Refer to DOT Specifications: Conform to the requirements of Article 6.01.03 for concrete for structures, as supplemented by Article 8.11.03.
- E. Installation of Precast Concrete Curbing
 - 1. Set curbing on prepared base and settle into place to the line and grade required, straight and true for the full depth of curbing. Use a heavy wood hand-rammer to settle curbing into place.
 - 2. Place mortar and point joints for full depth of curbing. At approximately 50 foot intervals, leave a ½-inch wide joint free of mortar for expansion.
 - 3. At driveways and intersections, form ends of the curbing so that they are beveled or rounded as directed by the Architect.
 - 4. Where indicated on the Drawings or as directed by the Architect, make drainage openings through the curbing at the elevations and of the size required.
- F. Backfilling: Backfill the trench with the specified granular base material. Make the first layer 4 inches in depth, thoroughly rammed. Make successive layers 6 inches in depth, thoroughly rammed. Fill the trench to elevations as indicated on the drawings.

END OF SECTION

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide chain link fence and gates with barbed wire, complete in place, as shown on the Drawings and as specified.

1.02 QUALITY ASSURANCE

- A. Erector Qualifications: Minimum of two years experience installing similar fencing.

1.03 APPLICABLE SPECIFICATIONS

- A. Wherever reference is made to the DOT Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816 (2004) as modified by Supplemental Specifications issued by the Connecticut Department of Transportation.

1.04 SUBMITTALS

- A. Manufacturer's Literature:
 - 1. Descriptive data of installation methods and procedures.
 - 2. Standard drawings of fence and gate installation.
- B. Certificates: Manufacturer's certification that materials meet specification requirements.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials with manufacturer's tags and labels intact.
- B. Handle and store so as to avoid damage.

PART 2 – PRODUCTS

2.01 CHAIN LINK FENCE MATERIAL

- A. The fencing material supplied for this project shall match as closely as possible to the fencing that is currently on site.

- B. One-piece fabric, full height.
- C. Mesh Size: 2 in.
- D. Wire: No. 9 Gauge
- E. Knuckled on both selvages.
- F. Post Size: 2.5" x 2.5" x 0.075".
- G. Post Spacing: 10.0'
- H. Stringer Size: 1-⁵/₈" x 1-⁵/₈" Single top and bottom stringer.

2.02 FRAMEWORK

- A. Posts: FS RR-F-00191/3, Type I, Class 1, steel pipe, galvanized.
- B. Top Rails and Braces: FS RR-F-191/3, Type II, Class 1, steel pipe, galvanized.
- C. Continuous top rail.
- D. Equip each gate post, end post, and both sides of corner posts with brace rails and adjustable ³/₈-in. diameter truss rods.
- E. Accessories: FS RR-F-00191/4.
 - 1. Provide caps, rail ends, rail sleeves, wire ties and clips, brace bands, tension bands, tension bars, tension wire, and manufacturer's standard bolts, nuts, and washers.
- F. Unless otherwise shown on the Drawings, make post and rail diameters as follows:

<u>Description</u>	<u>NPS Designator</u>	<u>Outside Diameter</u>
Corner and End Posts	2 ½	2.875 in.
Line Posts	2	2.375 in.
Top and Brace Rails	--	1.625 in.
Gate Posts	3 ½	4.000 in.

- G. Wire Ties: Not less than 9 gauge.

2.03 BARBED WIRE

- A. Three (3) strand twisted and barbed wire using No. 12 gauge wire

2.04 GROUT

- A. For securing posts and other items in sleeves.

B. Commercial pre-mixed brand as accepted by the Engineer.

2.05 CONCRETE

A. Article M.03.01, DOT Specifications, Class “C” Concrete.

B. Minimum 28-day compressive strength: 3,000 psi.

PART 3 – EXECUTION

3.01 INSPECTION

A. Verify that final grading at fence location is completed without irregularities that would interfere with fence installation.

B. Do not commence work until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Measure and lay out complete fence line.

B. Measure parallel to surface of ground

C. Locate and mark position of posts.

D. Locate line posts at equal distance spacing, not exceeding 10-foot centers.

E. Locate corner posts at positions where fence changes direction more than 10 degrees.

3.03 INSTALLATION

A. General: Install fence and gate in accordance with manufacturer’s instructions and drawings.

B. Posts in Earth

1. Minimum post hole diameter three times outside post diameter.

2. Minimum post hole depth 6 in. below post bottom.

3. Place concrete in hole to depth of post bottom.

4. Set post plumb to ¼ in. in 10 ft.

5. Fill hole with concrete to match grade.

6. Crown surface of concrete to slope away from post.

C. Posts in Concrete Wall

1. Grout posts into sleeves placed on top of concrete wall.
2. Set posts plumb to ¼ in. in 10 ft.
3. Crown surface of grout to slope away from post.

D. Fence Fabrics

1. Stretch fabric tight between terminal posts.
2. Position bottom of fabric approximately 1 in. to 2 in. above ground level of 1 in. above top of concrete wall at each post.
3. Join ends of fabric by weaving with single strand of fabric wire to form continuous mesh pattern with selvage twisted to match balance of fabric.
4. Attach fabric to terminal post using tension bars and tension band:
 - a. Thread tension bars through fabric.
 - b. Tension band spacing not to exceed 15 in. o.c.
5. Attach fabric to line posts using wire tires or clips, spacing not to exceed 15 in. o.c.
6. Attach top edge of fabric to top rail using wire ties or clips, spacing not to exceed 24 in. o.c.
7. Attach bottom edge of fabric to bottom tension wire using wire ties or clips, spacing no to exceed 24 in. o.c.
8. Attach fabric to swing gate frame as specified above.
9. Attach fabric to slide gate frame in the center of the 2 in. square tubing by use of hook bolts and tension rods on all four sides of the frame.

E. Swing Gates

1. Install gates plumb and level ¼ in. in 10 ft.
2. Install ground-set items in concrete or, for concrete wall installations, in sleeves in the concrete wall, using grout.
3. Adjust hardware to provide smooth operation.

F. Sliding Gates

1. Install gate per manufacturer's specifications.

3.04 ADJUST AND CLEAN

- A. Adjust brace rails and tension rods for rigid installation.
- B. Tighten hardware, fasteners, and accessories.
- C. Install privacy slats as required by the project.
- D. Remove excess and waste materials from project site.

END OF SECTION

PART 1: GENERAL

1.01 DESCRIPTION

- A. Work Included: Turf establishment, complete in place, as shown on the Drawings and as specified.
- B. Related Work Specified Elsewhere
 - 1. Earth Moving – Section 31 20 00

1.02 APPLICABLE SPECIFICATIONS

- A. Wherever reference is made to the DOT Specifications, it shall mean the Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 816 (2004).

PART 2: PRODUCTS

2.01 MATERIALS

- A. Provide topsoil, fertilizer, seed, hay or wood fiber mulch, jute mesh, limestone, water, and all other materials necessary for the construction of lawns. All these materials shall conform to the requirements specified under Section M.13 of the DOT Specifications.
- B. Accompany fertilizer and seed deliveries with affidavits in accordance with Articles M.13.03 and M.13.04 of the DOT Specifications.

PART 3: EXECUTION

3.01 CONSTRUCTION TURF ESTABLISHMENT

- A. Locations: As indicated on the Drawings.
- B. Grading: Bring areas to receive topsoil to the proper grade and slope, as required, as shown on the Drawings or as directed by the Engineer.
- C. Topsoil: Place in accordance with the requirements of Article 9.44.03 of the DOT Specifications. Make depth of topsoil six inches.
- D. Turf Establishment: Accomplish the work as specified under Article 9.50.03, of the DOT Specifications.
- E. Lime: Apply at the rate of one ton/acre to all seeded areas.

- F. Jute Mesh
 - 1. Install jute mesh erosion protection on slopes which are 2:1 or steeper.
 - 2. Install in accordance with the requirements of Article 9.48.03 of the DOT Specifications.

3.02 MAINTENANCE OF LAWNS

- A. Maintain all seeded areas from the time of planting until acceptance by the Engineer. This time period will not exceed three months.
- B. During this time period, water seeded areas to keep in a healthy growing condition.
- C. During this time period, keep seeded areas neat and attractive. Mow as necessary and when so directed by the Engineer.
- D. Protect all seeded areas against damage, including that caused by erosion and trespassing, by providing and maintaining proper safeguards.
- E. Repair areas sustaining damage at no additional cost to the Owner.

END OF SECTION