

Central Connecticut
State University
1615 Stanley Street - New Britain, CT 06050



DR. JOHN W. MILLER
PRESIDENT

DR. RICHARD R. BACHOO
CHIEF ADMINISTRATIVE OFFICER

MR. SAL CINTORINO
ASSISTANT CHIEF ADMINISTRATIVE OFFICER

PROJECT MANUAL

ATHLETIC FACILITIES

BARBOUR ROAD FIELD

NOVEMBER 03, 2013

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TECHNICAL SPECIFICATIONS

N/A (SEE DRAWINGS)

LIST OF DRAWINGS:

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**PURCHASING DEPARTMENT INSERT
BIDDER NOTIFICATION**

PURCHASING DEPARTMENT INSERT

BIDDER NOTIFICATION

EACH BIDDER IS HEREBY NOTIFIED OF A SEPARATE DOCUMENT PACKAGE ENTITLED "PURCHASING DEPARTMENT INSERT DOCUMENT PACKAGE" ISSUED BY THE PURCHASING OFFICE OF THE CCSU BUSINESS OFFICE WHICH IS PUBLISHED SPECIFICALLY FOR THIS PROJECT AND CONTAINS ESSENTIAL BID DOCUMENTS. SAID DOCUMENTS MUST BE PROPERLY EXECUTED BY EACH BIDDER AND RETURNED TO THE CCSU PURCHASING DEPARTMENT AS A NECESSARY PART OF THE BID PROCESS. THE "PURCHASING DEPARTMENT INSERT DOCUMENT PACKAGE" IS INSERTED IMMEDIATELY FOLLOWING THIS NOTIFICATION SHEET AND SHALL BE CONSIDERED A PART OF THESE DOCUMENTS AS THOUGH BOUND HEREIN.

**BARBOUR ROAD FIELD
ATHLETIC FACILITIES
CCSU PROJECT NO: 32-K
NOVEMBER 03, 2013; 1 of 1**

CERTIFICATE OF COMPLIANCE

AGENCY: Central Connecticut State University

ADDRESS: 1615 Stanley Street, New Britain, CT 06050

COMMISSIONER or AUTHORIZED REPRESENTATIVE: Sal Cintonino
Assistant Chief Administrative Officer

PROJECT TITLE: Barbour Road Field Athletic Facilities

PROJECT NUMBER: STATE PROJECT # N/A; CCSU PROJECT #32-K

PART "A" – DESIGN (Before bidding and when applicable for Building Permit):

THIS IS TO CERTIFY THAT to the best of my knowledge, information and belief the above-described project has been designed in substantial compliance with requirements of the State of Connecticut Basic Building Code and all other applicable codes as required by Chapter 541, Connecticut General Statutes.

Commissioner or Authorized Representative:
(Signature) Date:

Architect/Engineer:
(Signature) Date:

Registration Number:

PART "B" – CONSTRUCTION COMPLETION (Prior to Agency Occupancy):

THIS IS TO CERTIFY THAT to the best of my knowledge, information and belief the above-described project was built in accordance with the plans and specifications and approved change orders, and is in substantial compliance with all applicable codes as required by Chapter 541, Connecticut General Statutes.

Architect/Engineer:
(Signature) Date:

Registration Number:

General Contractor:
(Signature) Date:

(Below signature required for projects only when NOT exceeding threshold limits)

Commissioner or Authorized Representative:
(Signature) Date:

cc: DPS/OSBI, A/E, General Contractor, Agency File

**BARBOUR ROAD FIELD
ATHLETIC FACILITIES
CCSU PROJECT NO: 32-K
NOVEMBER 03, 2013; 1 of 1**

Contractor Letterhead

**Guarantee/Warranty
Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050**

Barbour Road Field Athletic Facilities

State Project Number: N/A

CCSU Project Number: 32-K

I (We) hereby guarantee (or warranty) the _____
_____ work on the Project referenced above
for a period of _____ year(s), from the Date of the Substantial Completion of
the Work, _____, 20____ against failures of workmanship and
materials, in accordance with the requirements of Section _____, Page
_____ Paragraph(s) _____, of the Contract Specifications.

Signed:
(By Authorized Agent)

(Typed or Printed Name)

Title:

Date:

**BARBOUR ROAD FIELD
ATHLETIC FACILITIES
CCSU PROJECT NO: 32-K
NOVEMBER 3, 2013; 1 of 1**

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT NAME: Barbour Road Field Athletic Facilities

DATE OF SUBSTANTIAL COMPLETION:

STATE PROJECT NUMBER: N/A

CCSU PROJECT NUMBER: 32-K

CONTRACTOR:

Name

Address

ENTIRE PROJECT OR DESIGNATED PORTION THEREOF:

TO WHOM IT MAY CONCERN:

The Date of the Substantial Completion of the Project, or designated portion thereof, is hereby defined as the date certified by the project Architect/Engineer as the date when construction is sufficiently complete, in accordance with the Contract Documents, so that the Agency can occupy or utilize the Project, or designated portion thereof, for the use for which it is intended.

You are advised that the above referenced Project, or designated portion thereof, is substantially complete and ready for use, **[except for the items listed on the attached PUNCH LIST dated _____.]** All guaranty and warranty periods shall commence on the Date of Substantial Completion specified above.

The Project, or designated portion thereof, is hereby returned to the possession of the Agency effective on the date of Substantial Completion, subject to the following conditions:

- 1) It is understood that the Agency's use of the Project, or designated portion thereof, in no way constitutes acceptance of any defective item specified in the [Inspection Report(s) dated _____, **OR** Final Inspection Report, or final acceptance of the Project.] The failure to include any item in the Report does not alter the responsibility of the contractor to complete all the Work in accordance with the Contract Documents.

**BARBOUR ROAD FIELD
ATHLETIC FACILITIES
CCSU PROJECT NO: 32-K
NOVEMBER 03, 2013; 1 of 2**

- 2) The Agency hereby assumes full responsibility for the proper maintenance of and for any and all damage to the Project, or designated portion thereof.
- 3) The Agency shall grant free access to the Contractor, or his agent, for the purpose of completing any unperformed and/or corrective work that may become necessary.

[The cost of this Project is \$ _____ to date.] OR [The total cost of this Project has increased from \$ _____ to \$ _____.]

The Agency's Business Office is requested to provide any necessary insurance coverage required to fully cover the facilities effective on the date of Substantial Completion specified above.

DEPARTMENT OF PUBLIC WORKS:

(Date)

Not Applicable

FOR THE CONSULTANT:

(Date)

FOR THE CONTRACTOR:

(Date)

CCSU COORDINATOR:

(Date)

CCSU FACILITIES MANAGEMENT:

(Date)

Original: Office of the University Architect, (file)

Cc: Associate Chief Administrative Officer

_____, Consultant

_____, Contractor

Business Office, CCSU

Project File

BARBOUR ROAD FIELD
ATHLETIC FACILITIES
CCSU PROJECT NO: 32-K
NOVEMBER 03, 2013; 2 of 2

CCSU - CONTRACTOR CHANGE ORDER PROPOSAL WORKSHEET

General Contractor: _____
 Company Name (Typed or Printed)

 Signature

Change Order Proposal No.: _____
 Date: _____
 Project Name: _____

COP Description: _____

DPW Project No : _____
 CCSU Project No : _____

Section 1 Quantity	Unit	Description of Material and Equipment	Unit Cost	Lump Sum Cost	Insert "X" If Credit	(Quantity x Unit Cost OR Lump Sum) Total					
			\$	\$		\$					
Line #1	Subtotal Costs - Material and Equipment					\$					
Section 2	Column A	B	C	D	E	F	G	H	I	J	
	Labor Classification	No. of Workers	Total Hours	Base Rate Per Hour	Taxable Benefits Per Hour (Cash)	Non-Tax. Benefits Per Hour (Plan)	Gross Pay for Prevailing Rate Job (D + E) x C	Total Cost Per Hour D + E + F	Insert "X" If Credit	Total Hourly Labor Cost C x H	
							\$	\$		\$	
Line #2	Labor Hourly Costs:					Taxable: \$	Total: \$				
Section 3	Taxes on Labor		%			%			%	Tax/Benefit % Total	% x Total Col G Sec 2: Cost
	Social Security Tax:		%	CT Unemployment Tax:		%	Fed. Unemployment Tax:		%	%	\$
	Workmen's Compensation Insurance									%	\$
Line #3	Subtotal Taxes and Compensation Insurance									\$	
Line #4	Total Labor and Materials (Total Lines #1 + #2 + #3)									\$	
Section 4	Overhead and Profit % Mark-up on Contractor's Own Work									Cost	
	\$0.00 to \$5,000	20%		\$15,001 to \$25,000	15%						
	\$5,001 to \$15,000	17%		\$25,001 and Greater	12%						
Line #5	Total Mark-up on Contractor's Own Work									\$	
Line #6	Total Contractor Cost (Lines #4 + #5)									\$	
Section 5 -Trade	Name of Subcontractor (from attached proposed change order form(s))									Cost	
										\$	
Line #7	Subtotal Subcontractor Costs									\$	
Line #8	General Contractor's Mark-up on Subcontractor Work							6.00%		\$	
Line #9	Total Subcontractor Costs (Lines #7 + #8)									\$	
Section 6	Bond Fee (Final Change Order)					\$ Amount	% Allowed	Total			
Line #10	Total of Project Change Orders									\$	
Line #11	Total Proposed Change Order Amount (Lines #6 + #9 OR Line #10)									\$	

CCSU - SUBCONTRACTOR CHANGE ORDER PROPOSAL WORKSHEET

Sub-Contractor: _____
 Company Name (Typed or Printed)

 Signature

Change Order Proposal No.: _____
 Date: _____
 Project Name: _____

COP Description: _____

DPW Project No : _____
 CCSU Project No : _____

Section 1 Quantity	Unit	Description of Material and Equipment	Unit Cost	Lump Sum Cost	Insert "X" If Credit	(Quantity x Unit Cost OR Lump Sum) Total					
			\$	\$		\$					
Line #1		Subtotal Costs - Material and Equipment				\$					
	Column A	B	C	D	E	F	G	H	I	J	
Section 2											
	Labor Classification	No. of Workers	Total Hours	Base Rate Per Hour	Taxable Benefits Per Hour (Cash)	Non-Tax. Benefits Per Hour (Plan)	Gross Pay for Prevailing Rate Job (D+E) x C	Total Cost Per Hour D + E + F	Insert "X" If Credit	Total Hourly Labor Cost C x H	
				\$	\$	\$	\$	\$		\$	
		Additional Items - see page 2 (Linked)									
Line #2		Labor Hourly Costs:		Taxable:	\$			Total:		\$	
Section 3									Tax/Benefit % Total	% x Total Col G Sec 2: Cost	
	Taxes on Labor	%		%				%	%	\$	
	Social Security Tax:		%	CT Unemployment Tax:		%	Fed. Unemployment Tax:		%	\$	
	Workmen's Compensation Insurance								%	\$	
Line #3		Subtotal Taxes and Compensation Insurance								\$	
Line #4		Total Labor, Materials and Taxes (Total Lines #1 + #2 + #3)								\$	
Section 4		Overhead and Profit % Mark-up on Contractor's Own Work						% Allowed	Cost		
	\$0.00 to \$5,000	20%	\$0.00	\$15,001 to \$25,000	15%					\$	
	\$5,001 to \$15,000	17%	\$0.00	\$25,001 and Greater	12%					\$	
Line #5		Total Mark-up on Subcontractor's Own Work								\$	
Line #6		Total Subcontractor Own Cost (Lines #4 + #5)								\$	
Section 5											
Trade		Name of Subcontractor (from attached proposed change order form(s))								Cost	
										\$	
Line #7		Subtotal Subcontractor Costs (No Overhead and Profit may be added on this figure)									
Line #8		Total of This Change Order (Lines #6 + #7)								\$	

SUBCONTRACT AGREEMENT FORM

THIS AGREEMENT made this _____ day of _____, 20____, by and between _____, a corporation organized and existing under the laws of _____ (a partnership consisting of _____) (an individual doing business as _____) hereinafter called the "Contractor" and _____, a corporation organized and existing under the laws of _____ (a partnership consisting of _____) (an individual doing business as _____) hereinafter called the "Subcontractor",

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

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

Supplemental No. (s) _____, _____, _____, _____, _____, _____, _____, _____, _____, _____.

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

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

subcontract work item, based on consideration to the date or time specified by the Awarding Authority for the completion of the entire work.

- 3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished to the Awarding Authority by the Contractor.
- 4. The Contractor agrees that no claim for services rendered or materials furnished by the Contractor to the Subcontractor shall be valid unless written notice thereof is given by the Contractor to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.
- 5. This agreement is contingent upon the execution of a general contract between the Contractor and the Awarding Authority for the complete work.

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

SEAL

(Type in Name of Subcontractor here)

WITNESS: _____ By: _____
Its , Duly Authorized Date

Print Name: _____

SEAL

(Type in Name of Contractor here)

WITNESS: _____ By: _____
Its , Duly Authorized Date

Print Name: _____

++++END OF SECTION++++

1.01 DEFINITIONS

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

- A. **Additional Work:** Work required by the Agency which, in the judgment of the Architect/Engineer, involves any addition to, deduction from or modification of the Contract Documents.
- B. **Architect/Engineer:** See Article 01006 of the SUPPLEMENTARY GENERAL CONDITIONS.
- C. **Agency:** Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050
 - C.1 **Agency Representative:** Mr. Sal Cintorino
Assistant Chief Administrative Officer
Central Connecticut State University
1615 Stanley Street, East Hall
New Britain, CT 06050
 - C.2 **Project Coordinator:** I. Ben Akin
University Architect
Central Connecticut State University
1615 Stanley Street, East Hall
New Britain, CT 06050
Tel: 860/832-2311
Fax: 860/832-2329
- D. **General Contract for Construction:** Also referred to as the "Contract for Construction" or the "Contract" shall be a Purchase Order issued by the Purchasing Office of the Owner/Agency.
- E. **Substantial Completion:** The point at which the Work is sufficiently complete to allow the Agency to occupy or to utilize it for its intended use.
- F. **Bid or Proposal:** A properly executed Form of Proposal and all its required attachments, submitted by a Bidder in anticipation of securing a contract for the Work specified in these Contract Documents.
- G. **Bidder:** Any individual or firm submitting a bid in the specified form for the Work contemplated.
- H. **Owner:** Agency
- I. **Contract Documents:** The Project Manual, the Bonds, the Insurance Certificates, the Purchase Order and other documents pertinent to the Work, all constitute the Contract Documents.
- J. **Contractor:** A party or parties contracting directly with the Agency to perform the Work specified in the Contract Documents and the legal representative(s) of said party or

DIVISION B
GENERAL CONDITIONS OF THE CONTRACT

parties.

- K.** Equal: The recognized equivalent in substance and function considering the quality, workmanship, economy of operation durability and suitability for the purpose(s) intended and not constituting a change in the Work specified. Whenever the words "equal" or "equals" or words of like importance are used, it shall be understood to mean "equal" in the opinion of the Architect/Engineer.
- L.** Plans: All the drawings or reproductions of such drawings, pertaining to the construction of the Work specified for this Project and all its appurtenances.
- M.** Shop Drawings: Drawings, diagrams, schedules, performance charts, brochures and other materials prepared by the Contractor or subcontractor, manufacturer or distributor which illustrate some portion of the work.
- N.** Specifications: The portions of the Contract Documents 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.
- O.** Subcontractor: A person, partnership, corporation or other business organization supplying labor and/or materials for the Work at the Site of the Project to and under agreement with the Contractor.
- P.** Substitution: A replacement for a specified material, device, function, quality or workmanship which shall be considered a change in the work.
- Q.** SUPPLEMENTARY GENERAL CONDITIONS: An extension of the GENERAL CONDITIONS of the Contract, generally pertaining to Job Conditions, applicable to any and all portions of Work specified in the Contract Documents.
- R.** Work: All products, labor, materials, services, supplies, equipment and other facilities and items necessary for, or incidental to, the completion of the terms of the Contract and the construction of the Project.
- S.** Furnish: To furnish and install, complete and operable for the use intended.
- T.** Provide: To provide and install, complete and operable for the use intended.
- U.** Install: To provide and install, complete and operable for the use intended.
- V.** Approved: The term "approved" will be held to the limits of the Architect/Engineer's authority as specified in the Contract Documents. In no case shall the Architect/Engineer's approval relieve the Contractor of its responsibility to provide a Project constructed in accordance with the Contract Documents. The Architect/Engineer's approval shall be for general conformance to the Contract Documents and shall not relieve the General Contractor from its responsibility to accurately determine quantities and to correlate and verify dimensions.
- W.** Field Order: A change in the Contract Documents effected and authorized by the Architect/Engineer which does not change the Contract amount or the time required to complete the Project; nor does it in the opinion of the Architect/Engineer, change the scope of the Project.

BARBOUR ROAD FIELD
ATHLETIC FACILITIES
CCSU PROJECT NO: 32-K
NOVEMBER 03, 2013; 2 of 26

- X. Change Order: A change in the Contract Documents affected by the Architect/Engineer, approved by the Agency Representative, which changes the Contract Amount, the time required to complete the Project, the scope of the Work or any combination of the above.
- Y. Project, **BARBOUR ROAD FIELD ATHLETIC FACILITIES- STATE PROJECT # N/A CCSU Project #32-K**, with document date of **NOV 03, 2013**.
- Z. Site: All the area(s) bounded by the Contract Limit Lines of this Project. If no Contract Limit Lines are specified, the Site(s) shall be defined as the area(s) of and in the immediate vicinity of the Work, as defined by the Architect/Engineer.

1.02 CONDITIONS OF WORK

- A. The successful Bidder is deemed to have carefully examined the conditions under which the Work is to be performed, the Site of the Project, the Project Manual, the form of the Contract, Bonds and all other Contract Documents associated with the Work contemplated. It is presumed that the Contractor fully understands all the requirements of the Contract Documents. Any deterrent conditions which are obvious and apparent upon examination of the Site that are not indicated in the Project Manual, shall be corrected by the Contractor without any claim for additional compensation. In carrying out the Work, the Contractor shall employ methods and means that will not cause any interruption of, or interference with, the work of any other contractor; or with the normal routine of the Agency or any part of the Agency operating at the Site.
- B. No claims for additional compensation will be considered when additional costs result from conditions made known to the successful Bidder prior to its bidding.

1.03 CORRELATION OF CONTRACT DOCUMENTS

- A. The Contract Documents are complimentary: what is called for by any one shall be as binding as if called for by all. Where discrepancies or conflicts occur, it is adjudged the Contractor shall have included the most restrictive and/or costly solution in its bid.
- B. Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. Notice of any error or discrepancy discovered shall be given immediately in writing to the Architect/Engineer, who shall make such corrections and interpretations as the Contractor may deem necessary for the completion of the Work in a satisfactory and acceptable manner.

1.04 COMMENCEMENT, DELAY AND COMPLETION OF THE WORK

- A. The Contractor shall begin work under this Contract on the Project Start Date as indicated herein, and only after the Agency's issuance of a Purchase Order for the Project. In the event that the issuance of the Purchase Order is delayed for reasons beyond the control of the Agency, the Agency may issue a Letter of Intent to the Contractor indicating the Agency's desire to proceed with the project. The Contractor may elect to commence work upon receipt of said Letter of Intent, pending receipt of a formal Purchase Order from the Agency. In all cases, the Contractor shall complete all Work required by this Project within the time limits stated in the Form of Proposal.
- B. Should the Contractor be denied a Workday, as specified in Article 1.34 of these

GENERAL CONDITIONS, or delayed in the execution of the Contract by what the Contractor believes to be, a valid cause beyond its control, such as fire, rain, flood or other acts of God, the Contractor may submit a claim for an extension of the Project's Date of Substantial Completion. To receive consideration, each claim must be filed in writing, with a full statement of the reasons therefore, with the Project Coordinator, within **seven (7) days** of the occurrence of the delay.

1.05 SEPARATE CONTRACTS

- A. The Agency reserves the right to perform work, or to have work performed in its behalf, related to the Project, or on separate, unrelated projects located within this Project's contract limit lines. In such cases, the Contractor shall coordinate its work with others in a manner affording the least amount of disruption to both. If so required, the Contractor shall properly interface its work with others and the Contractor shall cooperate with all parties in the manner specified in Article 1.06, below.
- B. In case of a dispute, the decision of the Architect/Engineer shall be binding on the Contractor for this Project.
- C. Contractor shall assume all liability, financial or otherwise, in connection with this Contract, and the Contractor shall protect and hold harmless the Agency and the Architect/Engineer from any and all damages or claims that may arise because of any inconvenience and/or delay which the Contractor may cause other contractors. If the Contractor experiences a loss because of the operations of other contractors working adjacent to or within its work area, the Contractor shall bear such loss.

1.06 COOPERATION OF TRADES

- A. The Contractor shall be responsible for the control of the activities of its subcontractors. The Contractor hereby warrants that they shall consult, cooperate and coordinate with one another and other general contractors requested by others and the Contractor shall lay out and install its work in a manner that will avoid any delays in, or interference with, the work of others. Any increase in the cost of, or delay in the Project incurred by the failure of the Contractor to insure the cooperation of its subcontractors, shall be borne by the Contractor.

1.07 LIQUIDATED DAMAGES

- A. The Contractor shall be liable for liquidated damages in the amount specified in the Form of Proposal, for each calendar day beyond the date specified for the completion of the Contract.

1.08 PREVAILING WAGE RATES

- A. On all new projects in excess of \$400,000.00 and on all renovation or repair projects in excess of \$100,000.00; the wages paid to any mechanic, laborer or workman employed upon the Work, herein contracted to be done, shall be equal to the rate of wages specified in the Schedule of Prevailing Rates a part of the "Minimum Rates and Classifications for Building Construction", specifically published for this Project by the State of Connecticut Labor Department.

Should this Project be estimated to cost in excess of that specified above, a copy of the

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Schedule of Prevailing Wage Rates will be enclosed in the Purchasing Department Insert.

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". These provisions should be used in determining bid price. Wage rates will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us. Such prevailing wage adjustment will not be considered a matter for an annual contract amendment.

- B.** In the event it becomes necessary for the Contractor or any subcontractor to employ any mechanic, laborer or workman in a trade or occupation for which no minimum wage rate is set forth, the Contractor must immediately notify the Agency, who will ascertain the minimum applicable wage rate and thereupon notify the Contractor accordingly. The rate so determined will be applicable from the time of the initial employment of the person affected and during the continuance of such employment.
- C.** The Contractor shall submit to the Labor Department a properly executed "CONTRACTOR'S WAGE CERTIFICATION FORM", with a copy to the Agency, certifying the Contractor's compliance with the prevailing wage rates for this Project. A copy of said form is enclosed in the Purchasing Department Insert.
- D.** The Contractor shall, in accordance with Public Act 93-392, submit monthly to the Agency, a certified payroll and compliance statement on form FOW-CP 1 available from the Connecticut State Department of Labor, Regulation of Wages Division, 200 Folly Brook Boulevard, Wethersfield, CT 06109. The certified payroll and compliance statement shall be considered a public record, and every person shall have the right to inspect and copy such records in accordance with the provisions of Section 1-15 of the State's General Statutes. Federal certified payroll forms do not meet the requirements of this public act and are not acceptable.
- E.** The Contractor shall post, at a conspicuous point on the wall of the job trailer, or the Job Site(s); the schedule specifying all wage rates and authorized deductions, if any, from all wage categories required for this Project.

1.09 CONSTRUCTION SCHEDULE

- A.** Within **seven (7) days** of the Agency's issuance of a Purchase Order, the Contractor shall submit to the Project Coordinator **three (3) copies** of a Construction Schedule for this Project. The Schedule shall be in bar chart form and shall include all aspects of the work, the interrelationship of the various trades and the critical path of the job. The schedule shall include a timeline for the submission, review and approval of shop drawings for critical path items and delivery and installation dates for those same critical path, or long lead time items, (such as electrical transformers and elevator). The Schedule shall coincide with the Contractor's approved Schedule of Values. The Schedule shall indicate a completion date in advance of the date established for Substantial Completion. The Schedule shall be acceptable to the Architect/Engineer and the Project Coordinator. It shall be revised and reissued at the beginning of every month for the duration of the project. This monthly update progress Schedule shall include a summary comparison of the original schedule and the latest updated schedule (previous month) showing all activity description and dates. These comparison schedules shall be in the form of a summary bar chart, an activity listing report and actual to target comparisons. The reports shall include critical activities, float time, duration of each activity, dates of each activity and the network logic (including successors and

predecessors of each activity). Included with the written report and copy of the schedule submission, there also shall be a 3½" computer diskette noting the above referenced requirements. Failure to provide the Architect/Engineer, or the Project Coordinator with an acceptable, revised Schedule, within **seven (7) days** of the receipt of a written request, may result in the withholding of the Contractor's monthly progress payments until such a Schedule is received.

- B.** Phasing: The Contractor shall include, as part of the Construction Schedule, all proposed phasing for execution of the work. The phasing must incorporate all aspects of the work and shall reflect coordination with any concurrent projects undertaken by DPW or by the Owner/Agency, and any partial occupancy requirements of the Agency.
- C.** See Section 01310 of the SUPPLEMENTARY GENERAL CONDITIONS for additional requirements on schedule and sequence.

1.10 PREFERENCE IN EMPLOYMENT

- A.** Should this Contract be for the construction, remodeling or repair of public buildings covered by Section 31-52 of the General Statutes of the State of Connecticut, preference in the employment of labor to perform the Work specified herein, shall be granted to citizens of the United States who are, and continuously have been, for at least three months prior to the date hereof, residents of the labor market area in which the work is to be performed, as established by the Labor Commissioner.

If no such qualified person is available; preference will then be granted to citizens who have continuously resided in the county in which the Work is to be performed for at least three months prior to the date hereof. If no such qualified person is available; preference will then be granted to citizens of the State who have continuously resided in the State at least three months prior to the date hereof.

- B.** Should this Contract be for a project, other than that specified above, preference in employment shall be granted to persons who are, and have been for at least six months prior to the date hereof, residents of this State. If no such person is available, employment shall be offered to residents of other states.
- C.** The provisions of this article shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or proposed to be granted, from any agency or department of the federal government.

1.11 CHANGE ORDERS

- A.** At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Agency may order changes in the Work consisting of additions, deletions or other revisions. Upon request, the Contractor shall supply the Project Coordinator promptly with a detailed proposal for the same, showing quantities of and unit prices for its Work and that of any subcontractor involved.
- B.** All such changes in the Work shall be authorized by a properly executed change order, or if necessary to expedite the Work, a field order, approved by the Architect/Engineer shall be executed under all provisions of the Contract Documents. Upon receipt of the field order, the Contractor shall proceed with the Work when and as directed.

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- C. If such changes make the Work less expensive for the Contractor, the proper deductions shall be made from the Contract Price. The deductions shall be computed in accordance with the provisions listed below.
- D. The Contractor and the Agency agree that the time specified in the Form of Proposal, for the performance of the Contract shall include not only the Work of the Original Contract but any additional work ordered by the Agency which, in the opinion of the Project Coordinator, can be performed concurrently with the Original Work specified. Therefore, no extension of time will be granted for such work.
- E. The amount of compensation to be paid to the Contractor for any additional work so ordered shall be determined in one of the following manners:
1. By unit prices stated in the Contract Documents, or subsequently agreed upon.
 2. By a lump sum agreed upon by the Agency and the Contractor, computed as follows:
 - a. The total cost of labor performed, plus material used and the cost of rented equipment used exclusively on the work specified in the subject change order, by the subcontractor or the Contractor's own forces. The cost of labor and all fringe benefits are specified for each trade in the most current State "Prevailing Wage Rates and Holiday Schedule" which shall be superseded by the Schedule issued for this Project.
 - b. Plus the taxes imposed by law on labor, which shall equal the total cost of Gross Pay for Prevailing Rates (Base Rate per Hour plus Taxable Cash Benefits per Hour) times the Contractor's established percentage rate for Workers' Compensation Insurance, Federal Social Security and Medicare, (FICA), Connecticut Unemployment Compensation, Federal Unemployment Tax Act.
 - c. Plus the contractor's, or subcontractor's, allowance for overhead and profit, (OH&P), applied to the cost of labor, materials and taxes for work performed by its, or their, own forces, as specified below.
 - 1) For change orders up to and including \$5,000 – 0% OH&P.
 - 2) For change orders from \$5,001 to \$15,000 – 17% OH&P.
 - 3) For change orders from \$15,001 to \$25,000 – 15% OH&P.
 - 4) For change orders from \$25,001 and up – 12% OH&P.
 - d. On all change order work performed solely by its subcontractors, the General Contractor shall be allowed a 6% markup for its overhead and profit on the total cost of the subcontractor's work. The total cost of the subcontractor's work will include the subcontractor's overhead and profit.
 - e. The Agency recognizes a markup for overhead and profit by a subcontractor to the General Contractor on its own work. No markups will be recognized on work performed by secondary subcontractors performing work for a subcontractor.
 - f. Changes involving both cost and credit must be submitted in a singular request. The net cost, or credit, shall be computed before the percentage allowed for overhead and profit is applied. If the work to be performed results in a credit to the Agency, the specified percentage allowed (resulting in additional credit) for OH & P shall be forfeited by the Agency.
 - g. Bond cost for the total of project change orders may be submitted as a separate and final change order request upon submission to the Agency of

- written documentation from the Bond Company.
- h. The Contractor shall, when requested, promptly furnish in a form acceptable to the Architect/Engineer, itemized statements of the cost of the work specified in change orders. These statements shall include, but shall not be limited to, certified payrolls and copies of accounts, bills, vouchers, proof of Unemployment Tax/Workmen Compensation/Health-Pension rates, Union Wage Agreements, apprentice documentation and bond premium increase documentation as required to substantiate the cost of the change order in question.
 - i. All change order proposals must be submitted by the Contractor and Subcontractor on a Change Order Proposal Worksheet form approved by the Agency. [Appendix E & F]
- F. If unit prices are not applicable and the parties cannot agree upon a lump sum, the Agency may direct the Architect/Engineer to order that the work be done by issuing the Contractor a change order. The Agency and the Architect/Engineer shall determine what they believe to be fair and equitable compensation for the Contractor, in accordance with the provisions specified above for change orders. The Contractor then must proceed with the work. However, the Contractor may do so "under protest" and make a claim for an increase in the Contract Amount and/or Time, as specified below.
- G. If the Contractor wishes to make a claim for an increase in the Contract Amount and/or Time, because of damage the Contractor feels has been incurred as a result of changes in the Work ordered by the Agency, the Contractor shall give the Project Coordinator written notice thereof within **seven (7) calendar days** after the occurrence of the event giving rise to such a claim. No such claim shall be valid unless the notice is in writing. The Contractor shall then file, with the Project Coordinator, daily itemized statement of what the Contractor believes is the actual cost of the work ordered to be performed.
- 1. The provision stated above, shall not affect the power of the Contractor to act in case of an emergency posing a threat of injury to persons, or damage to the Work or property. Subsequent to the action taken by the Contractor; the Project Coordinator shall issue a change order in the amount the Contractor adjudges to be the reasonable cost of such work.

1.12 OMITTED WORK

- A. Without invalidating any of the terms of the Contract, the Agency may direct the Project Coordinator to order omitted from the Contract, any portion or items of the Work the Agency feels unnecessary for the completion of the Project.
- B. The sum of money to be deducted from the Contract Price for such an omission shall be determined in the manner specified above for change orders.

1.13 EQUALS, SUBSTITUTIONS

- A. Unless otherwise specified, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kind for the purposes. Wherever in the Contract Documents a particular brand, material, device or equipment is specified, it shall be regarded as the standard. If two or more brands are shown or specified, they are to be regarded as equal. The workmanship in every respect shall be in accordance

with what, in the opinion of the Architect/Engineer, is the best practice.

- B. A written request for the substitution of a proposed equal to a specified item must be made within **thirty (30) calendar days** of the Agency's issuance of a Purchase Order. No substitution will be considered after the thirty day time period.
- C. No extension of time will be allowed to consider any substitute. No time extension will be allowed the Contractor nor any responsibility assumed by the Agency when the Contractor submits a request for a change, whether such request is granted or denied.
- D. Any other brand, material, device or equipment which, in the opinion of the Architect/Engineer, is the equal in substance and function to that specified, may be accepted.
- E. The written approval of the Architect/Engineer shall be obtained for all materials, devices or equipment not specified in the Contract Documents, before the Contractor proceeds with the Work. The Architect/Engineer's decision in this matter shall be final and binding on the Contractor.
- F. No item(s) intended for use in this Project, shall be purchased by the Contractor, or by any of its subcontractors, that is subject to any chattel mortgage. Nor shall any item(s) be purchased under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor hereby warrants that the Contractor has good title to all materials and supplies used in this Project.

1.14 INSPECTION AND TESTS

- A. All required tests, including testing programs, unless otherwise specified, shall be made at the Contractor's expense. Notice of the time and location of all tests shall be given to all interested parties.
- B. All items related to this Project shall be subject to inspection, and testing by the Agency at any time during their manufacture and/or incorporation into this Project. All tests requested by the Agency, will be paid for by the Agency, unless the test shows the work to be defective, in which case the costs shall be borne by the Contractor.
- C. Without additional charge to the Agency, the Contractor shall provide any and all facilities, labor and materials necessary to perform all testing required by this Project, safe and convenient.
- D. If at any time before the final acceptance of the Project, the Architect/Engineer, or the Agency, considers it necessary to conduct an examination of any portion of the Work already completed, which requires its removal; the Contractor shall furnish promptly all the necessary facilities, labor and materials required to accomplish same. If such Work is found to be defective in any material respect because of a fault of the Contractor or any of its subcontractors, or if any work shall have been covered over without the approval or consent of the Architect/Engineer (whether or not it is found to be defective), the Contractor shall be liable for all testing costs and all costs of correction, including labor, material, services of required consultants, additional supervision and administrative costs.

1.15 ROYALTIES AND PATENTS

- A. If the Contractor desires to use any design, device, material or process covered by letters, patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the patentee or the Agency.
- B. The Contractor and the surety shall indemnify and hold harmless the Agency and its individual representatives, the Architect/Engineer and the State for any costs, expenses, and damage which it may be obliged to pay by reason of any infringement at any time during the prosecution of, or after the completion of the Work.

1.16 LICENSES, PERMITS AND REGULATIONS

- A. All work performed under this contract shall be carried out only by those subcontractors and/or workmen who possess, at the time the bid is submitted, and for the entire duration of the project, a valid trade license, specific to the trade performed, issued by the State of Connecticut Department of Consumer Protection in accordance with Connecticut General Statutes 20-330 through 20-334., as amended, and with the pertinent regulations and requirements of the Occupational and Professional Licensing Division of the State of Connecticut Department of Consumer Protection.
- B. The Contractor shall procure and pay for all permits and licenses necessary for the prosecution of its Work and for the use of such Work, when completed.
- C. The Contractor shall give all required notices and shall comply with all laws, ordinances, rules and regulations relating to the performance of the Work.

1.17 PROTECTION OF WORK, PROPERTY AND PERSONS

- A. The Contractor will continuously and adequately protect the Work against damage from any cause. The Contractor will protect all materials and supplies, whether or not incorporated in the Work, against damage from any cause. The Contractor will make good any damage to the above, unless it be due directly to error in the Contract Documents, or caused by agents or employees of the Agency.
- B. The Contractor shall provide protective coverings and barricades as required to protect existing building facilities, fixtures, equipment and furnishings from damage during construction operations. Provide protective coverings for wall, projections, jambs, sills and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects and storage. Prohibit traffic and storage on lawn and landscaped areas. Repair any damage at no expense to the Agency.
- C. The Contractor shall erect and properly maintain all necessary barricades, fencing, warning tape, warning signs, etc. to prevent public entry to construction areas and to prevent personal injury to any person on or about the Project Site. Barriers and enclosures shall be in accordance with pertinent local, state and federal safety codes.
- D. The Contractor shall coordinate proposed safety measures with the Project Coordinator to insure maximum safety to workers, students and/or Agency personnel, and to insure minimal disruption to University activities. The Contractor shall not block egress to occupied buildings, unless necessary to further the work of the Contract.
- E. The Contractor shall, at all times, adequately protect excavations, trenches, buildings and other items of construction from damage by rain water, water from melted snow or ice,

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surface water and subsurface water. The Contractor shall provide all pumps, equipment and enclosures required to adequately insure such protection.

- F. The Contractor shall construct and maintain all necessary temporary drainage required to keep all Site constructions, such as excavations, free of water.
- G. The Contractor shall remove all mud, snow and ice as may be required for the proper protection and prosecution of the Work.
- H. The Contractor shall provide all bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities required for safety and the proper execution of the Work. The Contractor shall remove the above when they are no longer necessary.
- I. During cold weather the Contractor shall protect all Work from damage. If low temperature makes it impossible, in the opinion of the Architect/Engineer the cold weather precautions, the Contractor shall cease work upon the receipt of a written cease and desist order from the Project Coordinator. All safety precautions and requirements during the shutdown period shall be the Contractor's responsibility.

1.18 CORRECTION OF WORK BEFORE FINAL PAYMENT

- A. The Contractor will promptly and without expense to the Agency, remove from the premises all defective construction or materials condemned by the Architect/Engineer as failing to conform to the Contract Documents.
- B. The Contractor will promptly and without expense to the Agency, replace any such construction or materials with construction or materials in accordance with the Contract Documents. The Contractor shall bear the expense of making good all work of other contractors or subcontractors destroyed or damaged by such removal or replacement.
- C. If the Contractor, after receipt of notice from the Agency, shall fail to remove such condemned construction or materials within a reasonable time as fixed in said notice, the Agency may replace such construction or remove and store such materials at the expense of the Contractor.
- D. Such action shall not affect the obligation of the Contractor to replace the construction or materials and to bear the expenses referred to above. If the Architect/Engineer deems it inexpedient or undesirable to correct any portion of the Work injured or not done in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the Architect/Engineer, shall be equitable.

1.19 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Final payment to the Contractor shall not relieve him of responsibility for the defects in material or workmanship.
- B. Unless expressly provided for otherwise in the specifications, the Contractor shall remedy any defective work appearing within one (1) year from the Date of Substantial Completion and shall pay for any damage to other work caused by such defective work or occasioned in correcting the same.

1.20 CUTTING, FITTING, PATCHING AND DIGGING

- A. The Contractor will do and will cause each of its subcontractors to do all cutting, fitting or patching of its portion of the work that may be required to make the several parts thereof join and coordinate in a manner satisfactory to the Architect/Engineer and in accordance with the plans and specifications.
- B. The primary 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 Architect/Engineer, the Contractor will not, nor permit any of its subcontractors to cut or alter the work of any other contractor or subcontractor.

1.21 AUTHORITY OF THE ARCHITECT/ENGINEER AND THE PROJECT COORDINATOR

- A. The Architect/Engineer, as defined herein, shall be the only entity authorized to change any requirement of the Contract Documents. The Architect/Engineer may issue field orders to effect changes in the Contract Documents as indicated in Article 1.11 herein.
- B. The Contractor shall abide by all orders issued by the Architect/Engineer, or the Project Coordinator. Upon request, the Architect/Engineer, or the Project Coordinator, shall confirm in writing any oral order given.
- C. The Architect/Engineer shall be the sole interpreter of the Contract Documents and shall determine the quality, quantities and acceptability of all the components of the Project.
- D. The Contractor shall use no products, equipment, materials, methods, personnel or subcontractors to which the Architect/Engineer, or the Project Coordinator, objects. The Contractor shall remove no equipment, materials, personnel, etc. from the Site without the written permission of the Architect/Engineer, or the Project Coordinator.
- E. The Architect/Engineer, or the Project Coordinator, shall be authorized to inspect all work done and materials furnished. Such inspection may extend to any and all parts of the Work, and to the preparation or manufacture of the materials to be used.

1.22 SCHEDULE OF VALUES

- A. Within **five (5) days** of issuance of the Purchase Order, as a basis for estimating partial payments, the Contractor shall furnish for the approval of the Project Coordinator, an accurate and certified Schedule of Values, broken down into quantities and unit costs for the various parts of the Work. The breakdown shall include a complete definition of all activities, systems and components that form the project. The use of lump sum or grouping of activities shall not be allowed without the written consent of the Project Coordinator. It shall be CAD generated, in a format provided by the Architect/Engineer, divided as may be directed and it shall aggregate the total sum of the Contract. Also include a 3½" computer diskette of the original and revised schedule to the Project Coordinator. If requested, the Contractor shall submit evidence supporting this Schedule.

1.23 REQUISITION FOR PARTIAL PAYMENT

- A. The Contractor shall submit a requisition for partial payment on the **last** day of each month, for the preceding month. The **three originals** the Contractor's requisition for

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partial payment shall be submitted on AIA forms G701 and G702, to the Project Coordinator. It shall be subdivided into items corresponding with the items listed on the approved Schedule of Values. Requisitions for partial payment will not be processed until the Schedule of Values has been approved.

- B. The Project Coordinator will make a check of the Contractor's monthly requisitions for partial payments to arrive at what is, in its opinion, a fair and just estimate of the materials suitably stored on the Site and the amount of Work performed on the Contract.
- C. **RETAINAGE:** In making such partial payments for the Work, a sum equal to **TEN PERCENT (10%)** of the estimated amount of each payment shall be deducted and retained by the Agency until the Contract is completed to a degree acceptable to the Agency.

1.24 CONTRACTOR'S STATEMENT OF AMOUNTS DUE AND PAYABLE

- A. With application for partial payment(s) under this Contract, the Agency reserves the right to require the Contractor and every subcontractor, to submit a written statement, in a form satisfactory to the Agency, showing in detail, all amounts then due and unpaid by the Contractor or subcontractor for daily or weekly wages to all laborers employed by him under the Contract for the performance of the Work at the Site, or to other persons for materials, equipment or supplies delivered at the Site.
- B. The term "laborers" as used herein shall include workmen, workwomen, mechanics and laborers.

1.25 CERTIFICATE OF SUBSTANTIAL COMPLETION

- A. **PUNCH LIST:** When the Contractor believes that the Work, or a portion of the Work that the Agency has agreed to accept separately, is substantially complete, the Contractor shall compile a PUNCH LIST of items yet to be completed or corrected for that portion of the Work. The Contractor shall submit its punch list to the Project Coordinator with a letter requesting that the Architect/Engineer accept that portion of the Work on behalf of the Agency, for substantial use. Failure to include an item on its punch list shall not alter the Contractor's responsibility to complete the Work in accordance with the Contract Documents.
- B. Should the Architect/Engineer, or the Project Coordinator conclude that the punchlist is incomplete or that the Work is not yet complete enough to be considered for substantial use, the Project Coordinator shall so notify the Contractor. Should the Architect/Engineer, and the Project Coordinator, conclude that the Work is sufficiently complete to warrant an inspection; each shall make such an inspection.
- C. Subsequent to performing the Inspections for Substantial Completion, the Architect/Engineer and the Project Coordinator shall provide the Contractor with copies thereof. The Contractor shall promptly complete or correct all items listed thereon as required to bring them into accordance with the Contract Documents.
- D. When the Architect/Engineer and the Project Coordinator believe that the Work or designated portion thereof, is sufficiently complete to allow the Agency to occupy or to utilize it for its intended use, the Project Coordinator shall issue the Certificate of Substantial Completion for signature. The Certificate may be conditional, in which case it shall have a list of outstanding items to be completed or corrected attached to it. The

Certificate shall establish the Date of Substantial Completion. Guaranties and warranties required by the Contract Documents shall commence on the Date of Substantial Completion of the Work or portion thereof, unless specified otherwise in the Certificate.

- E. Subsequent to the signing of the Certificate of Substantial Completion, the Contractor may request on its application for partial payment, a reduction in the retainage withheld for the Work or portion thereof, stated in the Certificate. The amount of the reduction in the retainage is subject to the approval of the Architect/Engineer and the Project Coordinator.
- F. The form of the "Certificate of Substantial Completion" is listed as Appendix D in the **APPENDICES**.

1.26 FINAL INSPECTION

- A. When the Contractor believes that all the items specified in the Inspection(s) for Substantial Completion have been completed or corrected and are in accordance with the Contract Documents, the Contractor shall submit a written request to the Architect/Engineer and the Project Coordinator, to perform Final Inspections of the Project.
- B. Should the Architect/Engineer and the Project Coordinator conclude that the Work is not yet complete, they shall so notify the Contractor. Should the Architect/Engineer and the Project Coordinator conclude that the Work is sufficiently complete to warrant an inspection; they shall make such inspections.
- C. Should the Architect/Engineer and the Project Coordinator find that portions of the Work are not in accordance with the Contract Documents, whether they were discovered on an earlier inspection or not, they shall so notify the Contractor. The Contractor shall promptly complete or correct all such items as required to bring them into accordance with the Contract Documents. The Contractor shall then request that the Architect/Engineer and the Project Coordinator perform another inspection. This procedure shall be repeated until there are no remaining items that are not in accordance with the Contract Documents. At this time the Project Coordinator shall issue a written Certificate of Compliance to the Contractor.

1.27 FINAL PAYMENT

- A. Subsequent to the receipt of the Certificate of Completion, the Contractor may submit its Final Request for Partial Payment to the Project Coordinator. The Contractor shall clearly identify the submittal as being its Final Request for Partial Payment. The following shall accompany this request.
 - 1. Completed "Building Contractor Reporting Form" for the General Contractor and each subcontractor on the project. See Appendix A in APPENDICES.
 - 2. An Affidavit from the Contractor that all payrolls, bills for materials and equipment, subcontracts and other indebtedness connected with the Work for which the Agency may be responsible, have been paid.
 - 3. Consent of Surety, if any, to final payment.
 - 4. If so requested by the Agency, other data establishing payment of obligations, such as receipts, releases and waivers of liens,
 - 5. A "Certificate of Compliance" certifying that the project was built in accordance with the plans, specifications and approved change orders, and that the project is in

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substantial compliance with all applicable codes as required by Chapter 541 of the Connecticut General Statutes. See Appendix B in APPENDICES.

- B. The Agency reserves the right to retain for a period of **thirty (30)** days after the filing of the Final Request for Partial Payment, the amount therein stated, less all prior payments and advances to the Contractor.
- C. All prior payments, including those relating to additional work, shall be subject to correction by this payment, which is throughout this Contract called the "Final Payment."
- D. The acceptance by the Contractor of the Final Payment shall constitute a release by the Contractor, of all claims against the Agency in connection with the Contract. No payment, final or partial, shall act as a release to the Contractor or its sureties, from any obligations under this Contract.

1.28 AGENCY'S RIGHT TO WITHHOLD PAYMENTS

- A. The Agency may withhold from the Contractor as much of the approved payments due him as may, in the judgment of the Agency, be necessary:
 - 1. To assure the payment of just claims, then due and unpaid, of any persons supplying labor or materials for the Work.
 - 2. To protect the Agency from loss due to defective Work not remedied.
 - 3. To protect the Agency from loss due to injury to persons, or damage to the Work or property of others, caused by the actions of, or neglect of, the Contractor, or any of its subcontractors.
 - 4. To cause the Contractor, or any of its subcontractors, to fulfill their contractual obligations.
- B. The Agency shall have the right as an agent for the Contractor, to apply any such amount so withheld, in such manner, as the Agency may deem proper to satisfy such claims or to secure such protection. Such an application of monies withheld, shall be deemed payments to the accounts of the Contractor.

1.29 AGENCY'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

- A. The Agency has the right to stop the Work or terminate the Contract:
 - 1. If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors.
 - 2. If a receiver or liquidator shall be appointed for the Contractor or for any of its property and shall not have been dismissed within **twenty (20) days** after such appointment; or the proceedings in connection therewith shall not be stayed on appeal within the said twenty days.
 - 3. If the Contractor shall refuse or fail, after notice of warning from the Architect/Engineer, or the Project Coordinator, to supply enough properly skilled workmen or specified materials to complete the Work within the specified period of time.
 - 4. If the Contractor shall refuse or fail to prosecute the Work or any part thereof, with such diligence as will insure its completion within the period of time herein specified, or any duly authorized extension thereof, or the Contractor shall fail to complete the Work within the specified period of time.

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5. If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the Work.
6. If the Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Architect/Engineer, or the Project Coordinator, or otherwise be guilty of substantial violation of any provisions of this Contract.
7. The Agency shall have the authority to suspend the Work wholly or in part, for such period or periods as the Agency considers to be in the best interests of the Agency, or in the interest 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.
 - a. 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.
8. Notwithstanding any provision or language in the Contract to the contrary, the Agency may terminate the Contract whenever it determines at its sole discretion that such termination is in the best interest of the Agency. 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.
 - a. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by the Agency, however, no claim for lost overhead or profits shall be allowed.
 - b. 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.

The Agency may then, without prejudice to any other rights or remedy it have, subsequent to **SEVEN (7) DAYS WRITTEN NOTICE** to the Contractor, terminate the employment of the Contractor and its right to proceed. The Agency may then take possession of the Work and complete the Work by contract or otherwise, as the Agency may deem expedient.

- B. In such case(s) as those enumerated above, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- C. If the right of the Contractor to proceed with the Work is so terminated, the Agency may take possession of and utilize in completing the Work, such materials, appliances, supplies, plant and equipment as may be on the Site of the Work and necessary therefore.

1.30 SUBLETTING, OR ASSIGNING OF THE CONTRACT

- A. The Contract or any portion thereof, or the Work provided for therein, or the right, title or interest of the Contractor therein may not be sublet, sold, transferred, assigned or

otherwise disposed of, to any person, firm or corporation without the written consent of the Agency.

- B.** No person, firm or corporation, other than the Contractor to whom the Project was awarded, shall be permitted to commence work at the Site of the Project until such written consent as specified above, has been granted.

1.31 CONTRACTOR'S INSURANCE

- A. General:** The Contractor shall not commence work under this Contract until the Contractor has filed, with the Business Office of Central Connecticut State University, a Certificate of Insurance, executed by an insurance company approved by the Agency and on the form provided by the Agency, stating that with respect to the Contract awarded, the Contractor carries insurance in accordance with the following requirements and stipulations:

1. Protective Liability Insurance for and in the Name of the State of Connecticut:

- a.** With respect to the operations performed by the Contractor and those performed for him by subcontractors, the Contractor shall carry for and in behalf of the State of Connecticut, insurance providing for a total limit of one million dollars 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, and, subject to that limit per accident, a total or aggregate limit of two million dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period.

2. Contractor's Public Liability and Property Damage Insurance:

- a.** With respect to the operations performed by the Contractor and those performed for him by subcontractors, the Contractor shall carry regular Contractor's Public Liability insurance providing for a total limit of one million dollars for all damages arising out of bodily injury 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, and, subject to that limit per accident, a total or aggregate limit of two million dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period.

- b.** The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance in the following amounts:

- 1)** Total limit of five hundred thousand dollars 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, and, subject to that limit per accident, a total or aggregate limit of one million dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period.

3. **Contractual Liability Insurance:**
- a. The Contractor shall provide insurance which shall at all times indemnify and save harmless the State of Connecticut, the Agency 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 Agency or of the Contractor, its subcontractors or material men, 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 person or property, real or personal, (including property of said State or Agency), caused in whole or in part by the acts, omissions or neglect of 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 any Contractor, and subcontractor, material man or anyone directly or indirectly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date ordered to start work until the completion as certified by the Agency.
4. **Workers' Compensation Insurance:** With respect to all operations performed by the Contractor and all those performed for the Contractor by its subcontractors, the Contractor shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut.
5. **Waiver of Governmental Immunity:** Unless requested otherwise by the State of Connecticut, the Contractor and its insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the State. The Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance.
6. **Special Hazards Insurance:** Coverage for damage or loss resulting from Type C – Collapse or Structural Injury, Type U – Underground Damage, Type X – Explosion or Blasting, ordinarily excluded from coverage, shall be provided in the amounts and manner specified in paragraphs 1, 2 and 3 above.
7. **Termination or Change of Insurance:** Each insurance policy shall be endorsed to provide that the insurance company shall notify the Agency by certified mail at least thirty days in advance of termination of or any change in the policy. All notices shall be sent to the Agency care of its Purchasing Officer in the Business Office. No change shall be made without prior written approval of the Agency's Purchasing Officer.
- a. The Contractor shall keep all the required insurance in continuous effect until the Agency determines that the Contractor has fulfilled all of its obligations under the Contract.
8. **Claims:** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
9. **Compensation:** There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the costs thereof shall be considered included in the

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- general cost of the work.
10. **Deductible Clause:** Insurance contracts required under this section shall not contain a deductible clause.
 11. **Additional Insured:** On all insurances specified herein, the State of Connecticut and Central Connecticut State University, shall be named as additional insured parties.
 12. **Builder's Risk Insurance:** The Contractor shall provide "Fire and Extended Coverage" on a percent basis, (Completed Value Form), on the insurable portion of the entire Project. The policy shall specifically state that it is for the benefit of and payable to, the State of Connecticut, Central Connecticut State University, the Contractor and all persons furnishing labor or labor and materials for the Work, as their interests may appear.
 13. **Coverage Summary:** Provide the types and amounts of insurance listed below.

<u>DESCRIPTION</u>	<u>COMBINED COVERAGE</u>	<u>SINGLE LIMIT</u>	<u>AGGREGATE</u>
a. Protective Liability for and in the name of the State of Conn.	BI & PD	\$1,000,000	\$2,000,000
b. Contractor's Public Liability	BI & PD	\$1,000,000	\$2,000,000
c. Contractor's Protective Liability	BI & PD	\$1,000,000	\$2,000,000
d. Contractual Liability	BI & PD	\$1,000,000	\$2,000,000
e. Completed Operations Liability	BI & PD	\$1,000,000	\$2,000,000
f. Explosion, Collapse or Underground Damage Liability	BI & PD	\$1,000,000	\$2,000,000
g. Motor Vehicle Liability Owned, Hired and Non-Owned Vehicles	BI & PD	\$ 500,000	\$1,000,000
h. Workers' Compensation	STATUTORY COVERAGES & LIMITS		
i. Builder's Risk	(Fire & Extended Coverage on % basis)		
j. Umbrella Policy	(If required to achieve above limits)		
k. Special Hazards Insurance:	Type C – Collapse or Structural Injury Type U – Underground Damage Type X – Explosion or Blasting		

1.32 FOREIGN MATERIALS

- A. Preference shall be given to articles or materials manufactured or produced in the United States, conditions of quality and price with duty being equal.
- B. It will be understood that only domestic articles or materials will be used unless a statement is submitted with the proposal which enumerates the foreign articles of materials proposed to be used. The foregoing provisions shall not apply to foreign articles or materials required by the specifications.

1.33 HOURS OF WORK

- A. "Normal" work hours are between the hours of 7:00 a.m. to 4:30 p.m., Monday through Friday. The Contractor shall perform all work on the project during "normal" work hours except as provided below.
- B. The Contractor may work outside "normal" work hours if, in the Contractor's judgment, such work is necessary to meet the substantial completion deadline for the project. The Contractor may perform such work only with prior written consent by the Agency. The Contractor must notify the Project Coordinator at least 24 hours in advance of any such proposed work. The Contractor must comply with all testing, inspection, surveying and supervision requirements outlined elsewhere in these documents. The Contractor shall bear all responsibility for any costs associated with working outside normal work hours, including but not limited to, premium labor costs for workmen, Agency personnel, Engineering personnel or test lab personnel.
- C. When working outside "normal" work hours, the Contractor may not undertake any work that may disturb dormitory or neighborhood residents or occupants of adjacent buildings. The Contractor shall perform no work on any Sunday before the hour of 12:00 noon.
- D. The Contractor shall inform the Agency, in writing, of work hours to be employed on the project in accordance with the above guidelines.

1.34 WORKING DAY

- A. A working day is defined as a calendar day. See Article 1.36 herein for definition of "Calendar Day".

1.35 (ARTICLE DELETED)

1.36 CALENDAR DAY

- A. Each day on the calendar.

1.37 CLAUSE FOR CONTRACTS, SUBCONTRACTS AND BIDS. RE: EXECUTIVE ORDER NO. 3

- A. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this Contract. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive order and agree that the State Labor

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Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the contract is completed or terminated prior to completion.

- B. 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. 3, 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.

1.38 CLAUSE FOR CONTRACTS, SUBCONTRACTS AND BIDS. RE: EXECUTIVE ORDERS NOS. 17 & 16

- A. Executive Order No. 17: This Contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a part to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made apart hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- B. Executive Order No. 16: This Contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, regarding workplace violence. The parties of this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof and agree to abide by said Executive Order.

1.39 FOREIGN CORPORATIONS

- A. A corporation not organized under the laws of this state that is awarded the Contract must comply with the laws of this state regarding the procurement of a Certificate of Authority to transact business in the state from the Secretary of the State.

1.40 NONDISCRIMINATION & AFFIRMATIVE ACTION PROVISIONS

- A. This section is inserted in connection with Section 4a-60 (formerly Sec. 4-114a) of the Connecticut General Statutes, as amended by P.A. 89-253.
 - 1. For the purposes of this section, "minority business enterprise" means any subcontractor or supplier of materials **fifty-one percent or more** of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include,

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but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

2. For the purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.
3. For the purposes of this section, "public works contract" is defined in Sec. 46a-68b of the general statutes and "means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees."
4. The Contractor agrees and warrants that in the performance of this Contract the Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of the Work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section a Section 46a-56. If the Contract is a public works contract, the Contractor agrees and warrants that the Contractor will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public work project.
5. Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment, and training; technical assistance activities and such other reasonable activities or efforts as the

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commission may prescribe that are designed to ensure the participation of minority businesses in public works projects.

6. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
7. The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
8. The Contractor agrees to comply with the regulations referred to in this section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract any amendments thereto.

1.41 NONDISCRIMINATION REGARDING SEXUAL ORIENTATION

- A. This section is inserted in connection with Section 4a-60a of the Connecticut General Statutes:
 1. The Contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 2. The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 3. The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission; pursuant to Section 46a-56 of the General Statutes;
 4. The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56 of the General Statutes.
 5. The Contractor shall include the provisions of section (a) in every subcontract or purchase order entered into; in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The

Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provision including sanctions for noncompliance in accordance with Section 46a-56 of the General Statutes; provided, if such Contractor becomes involved in, or threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

1.42 CONTRACTOR'S PAYMENT OBLIGATION TO SUBCONTRACTORS

- A. The following section of the general statutes is inserted as information concerning the bonds furnished under Section 49-41 of the general statutes and under the Notice to Bidders section of the Project Manual:

1. Sec. 49-41a. Enforcement of payment by the General Contractor to subcontractor.

- a. When any public work is awarded by a contract for which a payment bond is required by Section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the General Contractor, within thirty days after payment to the Contractor by the State or a municipality pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in requisition submitted by the Contractor and paid by the State or a municipality; (2) a requirement that the General Contractor shall include in each of its subcontracts a provision requiring each subcontractor to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, within thirty days after such subcontractor receives a payment from the General Contractor which encompasses labor or materials furnished by such subcontractor.
- b. If payment is not made by the General Contractor of any of its subcontractors in accordance with such requirements, the subcontractor shall set forth its claim against the General Contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. **Ten days** after the receipt of that notice, the General Contractor shall be liable to its subcontractor for interest on the amount due and owing at the rate of **one per cent** per month.

In addition, the General Contractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest bearing escrow account in a bank in this state, provided the General Contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the Work according to the terms of its or its employment. In the event that such General Contractor or subcontractor refused to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to

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determine the validity of such claim, then such General Contractor or subcontractor shall pay the attorney's fees of such party.

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

1.43 SUIT ON BOND

A. The following section of the General Statutes is inserted as information concerning the bonds furnished under Section 49-41 of the general statutes and under the Notice to Bidders section of the Project Manual:

1. Sec. 49-42. Suit on bond; when and how brought.

- a. Every person who has furnished labor or material in the prosecution of the work provided for in such contract in respect of which a payment bond is furnished under the provisions of Section 49-41 of the Connecticut General Statutes and who has not been paid in full therefor before the expiration of a period of ninety days after the day on which the last of the labor was done or performed by him or material was furnished or supplied by him for which claim is made, may enforce its right to payment under the bond by serving a notice of claim within one hundred eighty days after the date of which the Contractor performed the last of the labor or furnished the last of the material for which the claim is made, on the surety that issued the bond and a copy of the notice on the contractor named as principal in the bond. The notice of claim shall state with substantial accuracy the amount claimed, the name of the party for whom the labor was performed or to whom the materials were furnished and shall provide a detailed description of the bonded public project for which the labor or materials were provided. Within ninety days after service of notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to good faith dispute, and shall serve a notice on the claimant denying liability for any unpaid portion of the claim. The notices required under this section shall be served by registered or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal or claimant conducts its business, or in any manner in which civil process may be served. If the surety denies liability on the claim, or any portion thereof, the claimant may bring action upon the payment bond in the superior court for such sums and prosecute the action to final execution and judgment. An action to recover on a payment bond under this section shall be privileged with respect to assignment for trial. The court shall not consolidate for trial any action brought under this section with any other action brought on the same bond unless the court finds that a substantial portion of the evidence to be adduced, other than the fact that the claims sought to be consolidated arise under the same general contract, is common to such actions and that consolidation will not result in excessive

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delays to any claimant whose action was instituted at a time significantly prior to the motion to consolidate. In any such proceeding, the court judgment shall award the prevailing party the costs for bringing such proceeding and allow interest at the rate of interest specified in the labor or materials contract under which the claim arises or, if no such interest rate is specified, at the rate of interest as provided in section 37-3a upon the amount recovered, computed from the date of service of the notice of claim, provided, for any date of service of the notice of claim, such interest shall be computed from the date such portion became due and payable. The court judgment may award reasonable attorneys fees to either party if upon reviewing the entire record it appears that either the original claim, the surety's denial of liability or the defense interposed to the claim is without substantial basis in fact or law. Any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond giving written notice of claim as provided in this section.

- b. Every suit instituted under this section shall be brought in the name of the person suing, in the superior court for the judicial district where the contract was to be performed, irrespective of the amount in controversy in the suit, but no such suit may be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied by the claimant.
- c. The word "material" as used in sections 49-41 to 49-43, inclusive, includes the rental of equipment used in the prosecution of work provided for in the Contract.

END OF THE GENERAL CONDITIONS

01006 THE ARCHITECT/ENGINEER – STATUS AND RESPONSIBILITY

- A. CCSU Facilities Department is referred to in the Contract Documents as Architect, Engineer or Architects or by pronouns which imply them. As information for the Contractor, the Architect/Engineer's status is defined as follows:
1. The Architect/Engineer will not make interpretations or decisions directly to the Contractor. Interpretations or decisions will be relayed through the Project Coordinator to the Contractor.
 2. As an agent of the Agency, the Architect/Engineer is responsible for review of Shop Drawings, material and equipment intended for the Work, in accordance with the Contract Documents.

Wherever the Architect/Engineer is mentioned in the Documents in connection with an administrative function, it will include the Project Coordinator in that function.

01010 SUMMARY OF WORK

- A. The Work of this Project comprises all work specified in the Contract Documents entitled, **Barbour Road Field Athletic Facilities, dated November 03, 2013**. The Project is located at the intersection of Barbour Road and Ella Grasso Blvd near the campus of Central Connecticut State University, 1615 Stanley Street, New Britain, Connecticut.
- B. The Scope of the Work is defined by the Contract Documents. It includes, but will not be limited to the following:

The project has two phases.

Phase-1: (NIC-This Phase will be performed by others and it is not included in this bid. It is provided for information only)

Excavation for Shot Put landing sector, concrete runway, concrete pads and adjacent areas of concrete runway and pads for new top soil and hydro-seeding. Drainage for Hammer/discus circles, shot put circle and crushed stone filled landing sector. 4000 PSI Concrete runway for the Javelin, concrete pad for Shot Put, combined concrete pad for Hammer/Discus including the rings for the circles and concrete pad for gate path. Installation top soil and hydro-seeding grass around the concrete runway and concrete pads. The survey work for plotting all facilities includes plotting of the pole locations of the safety net.

Phase-2:

Installation of Rubber membrane surface for the Javelin Runway, including sealing (Aquafin) of concrete runway per membrane manufacture's specifications.

Installation of Safety Net around the combined Hammer/Discus pad. The work includes excavation for pole footings, concrete footings, erection of poles, gates and net. Repair disturbed existing grass surfaces to match previous condition and remove excess soil from the site.

All materials will be provided by the contractor. All concrete work will be 4000 PSI concrete.

See drawings for the other scope of work items not listed above.

- C. 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.
- D. 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.

01012 PROJECT DOCUMENTS

- A. The Specifications and Drawings describe and illustrate the materials and labor necessary for the Work of this Project.
- B. The Contract Documents generally describe the materials, systems and procedures required to complete the Work. They are not inclusive and are meant to guide the Contractor in the prosecution of the Work.
- C. The GENERAL CONDITIONS and SUPPLEMENTARY GENERAL CONDITIONS apply to each Section of the Specification. The Contractor will insure that each and every Subcontractor and Material Supplier is so informed. Additional provisions of the Specifications are supplementary, and in any case where general conditions are modified, remaining portions of the general article will remain in effect.

01013 DOCUMENTS FURNISHED

- A. The Agency will provide **five (5)** sets of the Contract Documents for the Contractor's use. If more sets of the Contract Documents are required, the Contractor will bear all the costs incurred in their provision.

01014 EXISTING CONDITIONS AND DOCUMENTS

- A. It is not the intent of the Contract Documents to show all existing conditions. All Bidders are required to examine the Site prior to submitting bids. Failure to do so will in no way relieve the Contractor from completing the Work as required.
- B. The Contractor will make a pre-construction survey of the conditions of the Site and all adjacent areas in the vicinity of the Site which may reasonably be expected to be affected by the Work.
- C. Prior to beginning the Work, the Contractor will advise the Architect/Engineer, in writing, of all existing conditions which may affect the Work.
- D. Where existing objects or conditions are uncovered and exposed, subsequent to the issuance of the Purchase Order, the Contractor and the Project Coordinator will jointly inspect these conditions and their findings will be recorded in writing by the Contractor. All corrective measures jointly agreed upon will be recorded in detail sufficient to prevent confusion and conflict at a later date.
- E. The Contractor will proceed with the Work in these areas, taking into consideration these newly exposed conditions, and will adjust its working procedures to compensate for these conditions.
- F. The Agency will make available for the Contractor's information, certain documents relating to the existing Site as it relates to the Work required under this Contract. These documents were not prepared for the purpose of providing information to the Contractor regarding the Work required by this Contract. They were prepared for other purposes, and do not form a part of this Contract. The Agency and the Architect/Engineer make no representation or guarantee as to, and will not be responsible for, their accuracy, completeness or pertinence and, in addition, will not be responsible for the conclusions to be drawn therefrom. They are made available to the Contractor as they exist, whether or not such information may be accurate, complete or pertinent or of any value to the Contractor. The Contractor must interpret all information shown according to its own judgement. The Contractor will conduct such investigations as the Contractor deems necessary to verify the information shown as it affects the Work.

01015 CONTRACTOR'S USE OF PREMISES

- A. The Contractor will confine its operations to the immediate area of **the construction site** within the Contract Limit area as directed by CCSU. The Contractor will confine its storage of materials, supplies and equipment to the areas specified by the Project Coordinator.
- B. **"Plan of Use"**: The Contractor shall prepare a "Plan of Use" for the Project which shall describe in detail the Contractor's proposed use of the Site, both inside and outside the Contract Limit Area. The Contractor shall prepare the Plan of Use on a 1"=20' scale plan of the Project Site. The Plan of Use shall include, but not be limited to the following: proposed vehicle and equipment access routes, scaffold and ladder locations, locations of proposed staging and storage areas, office trailer and dumpster locations, location of perimeter construction fencing and gates, other ground level protection measures around the building(s) (scaffold frames & planks), proposed pedestrian traffic flows around each building, proposed building access points, proposed protection measures for trees, shrubs and plantings. The Contractor shall submit the "Plan of Use" to the agency for approval within **three (3) days** of the issue of the PURCHASE ORDER, and Work on the Project shall not commence until an acceptable "Plan of Use" has been approved by the Agency. Any delay in the Project caused by the Contractor's failure to submit an acceptable "Plan of Use" shall not alter the Contractor's responsibility to complete the Work in the specified number of calendar days as set for in the FORM OF PROPOSAL.
- C. The Contractor will keep the Building(s) in a clean and orderly condition. The Contractor will keep the Building(s) accessible to Agency Maintenance Personnel at all times.
- D. Existing walks, driveways, access routes to each building, adjacent lawn and parking areas are to be kept free of construction materials and debris for the Contract Term.
- E. The Contractor will keep each roof area and surrounding premises clean and will pick up construction debris DAILY, and will comply with all requirements of Section 10569 "Cleaning".
- F. The Contractor will move any stored products, under the Contractor's control, which interfere with the operations of the Agency. The Contractor will obtain and pay for the use of additional storage or work areas as needed to carry out the Contract.

1016 OCCUPANCY N/A

- A. Occupied Building
- B. Unoccupied Period

- C. The Contractor will notify the Project Coordinator immediately of any operation likely to affect or interrupt a primary system in any building on campus.
- D. The Contractor shall cooperate with the Agency and the building's occupants in scheduling operations so as to minimize conflict and to facilitate usage of the building.

01017 SUPERVISION

- A. The Contractor will submit a resume for the proposed Project Superintendent and all other pertinent information required to obtain the Agency's written approval of the Project Superintendent. The Project Superintendent will be approved by the Agency and will be on the Site whenever scheduled or significant work is being performed. The Contractor will not change the Project Superintendent without the written consent of the Agency. The Project Superintendent will attend all scheduled project meetings. The Contractor will list "Field Supervision" as a separate line item on the Schedule of Values. The Agency reserves the right to withhold money from the Contractor's monthly Application for Payment for any unauthorized deviation from the full-time supervision requirement set forth above.

01018 EMERGENCY RESPONSE

- A. The Contractor shall designate a 24-hour emergency contact person for the duration of the project and shall provide the Project Coordinator with the name, address and telephone number of that individual. The individual, or firm, so named will respond within **one (1) hour** of an emergency call. The Contractor will be capable of rectifying any problem that pertains to the Work of this Project. The Contractor will have the authority to enter into a contract with other individuals as may be required to resolve the problem creating the emergency, to the satisfaction of the Agency's Representative at the scene of the emergency.
 - 1. The Contractor will post the individual's name and telephone number and appropriate clarification of all emergency response procedures, in a waterproof transparent display, on the door of the Job trailer, and in the immediate vicinity of the current area(s) of work.

01019 ALLOWANCES

- A. The Contractor will include in the Lump Sum Bid Proposal each Allowance stated in the Contract Documents. Items covered by Allowances will be supplied for such amounts and by such persons or entities as the Agency may direct.
- B. The general provisions of the Contract Documents, including GENERAL CONDITIONS and GENERAL REQUIREMENTS, apply to each listed Allowance item.
- C. Unless otherwise provided in the Contract Documents:

1. Materials and equipment under the Allowance will be selected promptly by the Agency to avoid delay in the Work.
2. Allowances will cover the cost to the Contractor of materials and equipment delivered to the site and all required taxes, less applicable trade discounts.
3. The Contractor's costs for unloading and handling, labor, installation costs, overhead and profit and other expense related to the Allowance item will be included in the Lump Sum Bid Price and not in the Allowance.
4. The Contractor will insure that the Work performed under the Allowance section is complete and operable in every respect.
5. If the actual cost of an Allowance item is more or less than the given amount, the Contract Sum will be adjusted by a Change Order.

E. Schedule of Allowances:

N/A

01020 EMERGENCY REPAIRS

- A. Should the individual designated for emergency response in the above article fail to respond in the specified period of time, or fail to effect adequate repairs in a timely manner, the Project Coordinator may take whatever action necessary to alleviate the problem, repair any damage incurred and/or clean up the immediate and adjacent areas. The cost of the corrective measures specified above, including the Agency Representative's or Coordinator's time and expenses, will be billed directly to the Contractor. Should the Contractor not bear the cost of these measures, they will be assigned to the Project and its Contract Sum will be reduced by that amount.

01030 SUPPLEMENTAL BIDS

- A. **Definition:** A Supplemental Bid, (SB), is an amount stated on the FORM OF PROPOSAL, proposed by a Bidder to be added to the Base Bid amount, should the Agency decide to accept a corresponding change in either the scope of the Work or a change in the products, materials, equipment, systems, installation methods or other components of this Project specified in the Contract Documents.

- B. Intent:** It is the Agency's intention to accept Supplemental Bids as specified in paragraph 2 of the FORM OF PROPOSAL, entitled "Award of Contract".
- C. Coordination:** Coordinate all Work related to that specified in the Supplemental Bids enumerated below as required to insure that each Supplemental Bid accepted by the Agency is complete and fully integrated into the Project.
1. The Contract Documents have been prepared as though all Supplemental Bids were to be accepted by the Agency. The Schedule of Supplemental Bids enumerated below will generally specify changes in the Contract Documents that will occur should a Supplemental Bid not be accepted. The Lump Sum Base Bid will include all the Work specified herein, as if no Supplemental Bids were accepted. The cost of each Supplemental Bid will be the net change required in the Lump Sum Base Bid required to effect the change in the Project specified in the description of the Supplemental Bid. The changes in the Project required, if a Supplemental Bid is not accepted, are descriptive only. The Contract will include all Work reasonably inferable from the Contract Documents as being necessary to make the Project complete and operable, if a Supplemental Bid is not accepted, in its proposal.
- D. Incidental Items:** The Contractor shall include as a part of each Supplemental Bid specified herein, all miscellaneous devices, appurtenance and other similar items incidental to or required for a complete installation, whether or not mentioned as a part of the Work specified in the Supplemental Bid.
- E. Notification:** Following the Agency's selection of the lowest qualified and responsive Bidder, the Agency will notify the Contractor of the status of each Supplemental Bid specified herein. The Agency will indicate whether each Bid has been accepted, rejected or deferred for consideration until a later date.
- F. Schedule of Supplemental Bids**

Not Applicable

01040 COORDINATION

- A.** The Contractor will coordinate the Work of the several trades to assure the efficient and orderly sequence of installation of construction elements.

- B. The Contractor will verify that characteristics of interrelated equipment are compatible. The Contractor will coordinate work of various Sections having interdependent responsibilities for installing, connecting and placing equipment in service.
- C. The Contractor will coordinate space requirements and installation of mechanical work; follow routing shown for pipes, ducts and conduits as closely as practicable; make runs parallel with lines of building; use spaces efficiently to maximize accessibility for other installations and for maintenance repairs.
- D. The Contractor shall coordinate work to avoid interruption or interference to any utility line servicing any building on campus.
- E. See also Article 1.06 of the GENERAL CONDITIONS.

01045 CUTTING AND PATCHING

- A. Openings and chases may not be shown on the Drawings. It is the responsibility of the Contractor to examine the Drawings and to provide openings where needed.
- B. The Contractor will install sleeves, inserts and hangers furnished by the trades needing same.
- C. After installing work into openings, the Contractor will close same. If finishes are to be restored, the new work will match the original and will be done by the trade customarily responsible for the particular kind of work.
- D. The Contractor will obtain permission from the Project Coordinator before cutting beams, arches, lintels or other structural members.
- E. The Contractor will perform all cutting and patching to integrate elements of work, uncover ill-timed, defective and non-conforming work. The Contractor will provide necessary penetrations of existing surfaces, seal penetrations through floors, walls, ceilings and roofs, as applicable and restore or preserve fire-rated and smoke barrier construction. Construction and finishes will match original work. The Contractor will provide any necessary samples for testing.
- F. See also Article 1.20 of the GENERAL CONDITIONS.

01050 SURVEY/LAYOUT AND RECORD DOCUMENTS DURING CONSTRUCTION

- A. **Survey/Layout:** The Contractor will retain the services of a Land Surveyor, duly registered in the State of Connecticut, acceptable to the Architect/Engineer and to the Project Coordinator, to set the Contract Limit Lines, Project Base Line(s), Bench Mark(s) and any and all other controls required to construct this Project in accordance with the Contract Documents. The Land Surveyor will also perform all (tunnel and underground utility) layout and all as-built survey work and recording as required herein.

B. Record Drawings during Construction:

1. **Contract Documents:** The Contractor will maintain at the Site, one copy of the Contract Documents, Addenda, approved Shop Drawings, Change Orders, etc., in good order, with up-to-date project information. The Contract Documents will be available to the Architect/Engineer and Project Coordinator at all times.
2. **Record Drawings:** The Contractor will maintain at the Project Site one set of the Contract Documents which will be entitled "Record Drawings", on which the Contractor will record any and all changes to the Contract Documents, as soon as they occur. The Record Drawings will be updated on a weekly basis, at a minimum, and will be available to the Architect/Engineer and Project Coordinator at all times. The Contractor will carry a separate line item for "Record Drawings" on the Schedule of Values. The Contractor's failure to update the "Record Drawings" will result in a reduction in the Contractor's monthly Application for Payment.
3. **Record Survey:** Not applicable.

- C. Project Record Documents:** The Contractor will comply with all requirements of Section 01720 "PROJECT RECORD DOCUMENTS" of the SUPPLEMENTARY GENERAL CONDITIONS.

01052 DIMENSIONS AND MEASUREMENTS

- A.** The Contractor and each Subcontractor will verify all new and existing dimensions for all built-in work and/or work adjoining that of other trades, before ordering any material or doing any work. They will be responsible for the correction of all dimensions found to be in error. Any discrepancy in dimensioning will be submitted, in writing, to the Project Coordinator for transmittal to the Architect/Engineer for its consideration, before proceeding with the Work.

01054 CONSTRUCTION STAKES

- A.** The Contractor will satisfy himself regarding the accuracy of the base lines, bench marks, etc. established by the Land Surveyor. The Contractor will protect all such stakes and or marks as required to hold them free from damage or displacement, until they are needed or to the Date of Substantial Completion

01056" CALL BEFORE YOU DIG"

- A.** The Contractor will notify "Call Before You Dig" at 1-800-922-4455 at least **three (3)** full working days before any proposed excavation activity. The Contractor will provide the Project Coordinator with written evidence of a Dig Number and Start Date prior to commencing any excavation work. The Agency's "Call Before You Dig" representative is Mr. Robert LeBaron, Tel: 860-832-2312, Fax: 860-832-2329.

- B. The Contractor will have full responsibility for maintaining and protecting original utility mark-outs and for periodically notifying "Call-Before-You-Dig" in accordance with state requirements. Should the Contractor require additional mark-out as a result of the Contractor's failure to adequately protect the original marks-outs, the Agency will provide that service as a backcharge to the Contract

01090 STANDARDS, CODES AND SPECIFICATIONS

- 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. References include their addenda and errata, if any, and will be considered a part of these specifications as if they were printed herein in full.
- C. The manufacturers' standard warranties or guarantees will apply when their products are used on this project.

01095 SUBCONTRACTOR LIST

- A. Upon request by the Agency, the Contractor will submit a list of all Subcontractors on the Project, including all Subcontractors previously listed during the Bid Phase. The Contractor will include the following information for each Subcontractor: a) company name & address; b) telephone and fax numbers; c) contact person; d) division section; e) subcontract amount; f) trade license number; g) Federal Employer Identification Number and h) SBE, MBE or WBE status

1100 SPECIAL PROJECT PROCEDURES

N/A

01121 SALVAGEABLE MATERIALS/REUSE OF EXISTING MATERIAL

- A. All items on the plans to be removed will become the property of the Contractor.
- B. Except as specifically indicated or specified, materials and equipment removed from the existing Work Site will not be used in the completed work.

01210 PRECONSTRUCTION CONFERENCE

A. The Project Coordinator will organize a Pre-construction Conference and notify the parties concerned.

01220 PROJECT MEETINGS

- A. Scheduled Project Meetings will be held **once (1)** each week during the construction of this Project, unless otherwise specified by the Architect/Engineer. The day and time of these meetings will be determined by mutual agreement of the parties in attendance. If a time and date can not be agreed upon, the Project Coordinator will establish them. Meetings will commence **seven (7)** calendar days from the issue of the Purchase Order and terminate the week of the Substantial Completion of this Project. Attendance at these meetings by the Contractor's Project Manager and Construction Supervisor is mandatory. Meetings will be held in the Temporary Office Trailer, or a location approved by the Architect/Engineer.
- B. Special Project Meetings may be called by any regular attendee of Scheduled Meetings, upon issue of **two (2)** days written notice. The parameters specified above for Scheduled Meetings will apply hereto.
- C. Minutes of the above meetings will be produced by the Project Coordinator and distributed to all parties.

01310 CONSTRUCTION SCHEDULE & SEQUENCE

- A. See Article 1.09 of the GENERAL CONDITIONS.

01340 SHOP DRAWINGS

- A. The Contractor will forward, after detailed checking in its office, with a transmittal letter, **six (6)** prints of each Shop Drawing and/or Product Data Sheet to the Architect/Engineer for review, and **one (1)** set of each to CCSU within **seven (7) days** of receipt of same.
- B. The submittals specified herein will show all the work in detail. Product data submittals will be edited and all data irrelevant to this Project and its conditions will be eliminated. Details will be drawn to a scale of $1\frac{1}{2}'' = 1'-0''$ or larger.
- C. The Contractor will review the Shop Drawings, stamp with its approval and submit them in orderly sequence so as to cause no delay in its work or in the work of any Subcontractor. Shop Drawings will be properly identified regarding the Specification Section and article, material and Project. At the time of submission, the Contractor will

inform the Architect/Engineer, in writing, of any deviation in the Shop Drawings from the requirements of the Contract Documents.

- D. The Architect/Engineer will review Shop Drawings for conformance with the design concept of the Project, and will return corrected and/or approved Shop Drawings to the Contractor within **seven (7) days** of the receipt of same.
- E. The Contractor will make any corrections required by the Architect/Engineer. The Contractor will resubmit the specified number of corrected copies of the Shop Drawings until accepted by the Architect/Engineer.
- F. The Architect/Engineer's review of a Shop Drawing submittal will in no way relieve the Contractor of its responsibility in fulfilling the letter and the intent of the Contract Documents.
- G. When the Shop Drawing review process has been satisfactorily completed, the Contractor will provide a total of **six (6)** prints of each Shop Drawing to the Architect/Engineer for distribution and filing. The Architect/Engineer will retain **two (2)** sets of each submittal for its files, return **three (3)** sets to the Contractor and **one (1)** set to the Agency, with a transmittal letter.
- H. **Long Lead Time Items:** It is the responsibility of the Contractor to ensure that all materials, products, etc. required for the Project are ordered in a timely manner so as not to delay its work or that of any Subcontractor. Long Lead Time Items will be reviewed in the same way as other items as described above.

01341 SAMPLES

- A. Submit Samples of all items so specified.
- B. Legibly mark all Samples as follows:
 - 1. Name or trade, type, quality or grade and any further designation required to identify the item.
 - 2. Manufacturer or fabricators name, address and telephone number.
 - 3. Contractor and Subcontractor's name, person to contact, address and telephone number.

4. Project name and designation.

- C. Submit Samples of sufficient size and in sufficient numbers to clearly show the quality, type, range of color, texture of the surface and other important features of the item.
- D. All materials, fabrications and equipment provided for the Project will be as specified, identical to the Samples submitted.

01380 CONSTRUCTION PHOTOGRAPHS

- A. The Architect/Engineer may take progress photographs at any time during the construction process. The Contractor will, at all times, allow unobstructed access to the Work for this purpose.

01400 QUALITY CONTROL

- A. Comply with manufacturers' and association or trade instructions and specifications for storage and use of their products.
- B. Comply with instructions in full detail, including each step in sequence. Should instructions conflict with the Contract Documents, request clarification from the Architect/Engineer before proceeding.
- C. When specified, require manufacturer to provide qualified personnel to observe field conditions, installation, quality of workmanship and to test, adjust and balance equipment, as applicable.
- D. Where required by the Specifications, submit certificates to the Architect/Engineer, executed by a responsible officer of the manufacturer, warranting that product meets or exceeds specified requirements.

01410 TESTING LABORATORY SERVICES

- A. See Special Project Procedures, Paragraph 01100, Supplementary General Conditions and Division 3 Cast in Place Concrete .

01511 TEMPORARY ELECTRICITY AND LIGHTING

- A. The Contractor may take electrical power and lighting from the nearest available outlets or panels on the Site. The Contractor will comply with all applicable codes that govern electrical usage or distribution on the Site.
- B. The Agency will pay the cost of the electricity used. The Contractor will take measures to

conserve electrical usage. If the Contractor's demand proves to be a hardship, the Agency reserves the right to terminate its provision of electrical power, or to measure the quantity of electrical energy provided and to charge the Contractor for its consumption at 1.2 times the cost to the Agency.

01513 TEMPORARY HEAT

A. N/A

01514 TEMPORARY TELEPHONE

A. The Agency has its own internal telephone system. At the Contractor's request, the Agency will activate a single telephone jack in the Contractor's designated field office. The Contractor will provide its own handset. The Contractor will be responsible for all hook-up charges and monthly use and service charges. The Agency will invoice the Contractor monthly for these charges. The Contractor will be responsible for all such charges until notifying the Agency, in writing, of the proposed termination date of telephone service at the end of the project.

01515 TEMPORARY WATER

N/A

A. The Contractor may use a limited supply of water for construction purposes from **the hydrant located at the South end of the site. The contractor must utilize his own backflow preventer for any hose connection in strict accordance with Health Dept. requirements.** The Contractor will provide and remove, before the Substantial Completion of the Project, all temporary water distribution systems. If the Contractor's demand proves to be a hardship, the Agency reserves the right to discontinue its provision of water, or to measure the quantity of water provided and to charge the Contractor for its consumption at 1.2 times the cost to the Agency.

01516 TEMPORARY SANITARY FACILITIES

A. The Contractor will provide adequate temporary sanitary facilities, supplies and maintenance such as portable chemical toilets, where directed by the Agency. The Contractor will maintain the facilities in a sanitary condition and will comply with all local and state health code requirements. **The Contractor must provide portable toilet facilities for his employees on site.**

01518 FIRE PROTECTION

- A. The Contractor will assume all responsibility for loss or damage by fire to the Site, until the substantial completion of this Project. No flammable or explosive materials will be stored on the Project Site at any time. The Contractor will assign a responsible employee to be in charge of fire protection measures.

01520 CONSTRUCTION EQUIPMENT

- A. The Contractor will furnish and maintain, at its own expense and risk, all tools, apparatus and appliances necessary to insure the timely, convenient and safe execution of this Contract. All the above will comply with applicable OSHA requirements and all other applicable codes, rules, regulations and statutes, including compliance with the requirements of the current edition of the "Manual of Accident Prevention in Construction" published by The Associated General Contractors of America, and the standards of the State Labor Department.

01530 BARRIERS AND ENCLOSURES

- A. See Article 1.17 A through E of the GENERAL CONDITIONS.

01535 PROTECTION

- A. **Safe Work Environment:** The Contractor shall cooperate with the Owner in creating a safe work environment for workers, building occupants and members of the university community during all construction operations. The Contractor shall employ work practices and safety measures in accordance with standards established by U.S. Department of Labor, Occupational Safety and Health Administration (OSHA), National Fire Protection Association (NFPA), State and Local Building Codes, and the Department of Health. The Contractor shall maintain safe and protected means of egress to the buildings at all times and shall protect adjacent walkways, as required, to provide for the safe flow of pedestrian traffic around each building.
- B. The Contractor shall enroll in the onsite Safety and Health Consultation Program offered by the Connecticut Occupational Safety and Health Administration located with the Connecticut Department of Labor, 200 Folly Brook, Wethersfield, CT.
- C. See Article 1.17 of the GENERAL CONDITIONS.

01540 SECURITY

- A. The Contractor will be solely responsible for the protection and safekeeping of products stored or installed under this Contract until the Date of Substantial Completion of the Project.
- B. The Contractor will be solely responsible for damage, loss or liability due to theft or

vandalism. The Contractor will bear full responsibility for the protection and safekeeping of products stored on site under this contract.

01550 TRAFFIC WAYS

- A. The Contractor may use on-site paved roads and parking areas, as approved by the Agency, but will not block, encumber or otherwise obstruct the same. Public roadways will not be blocked by standing trucks, parked cars, material storage, construction operations or in any other manner. The Agency will designate an area(s) within or outside of the Contract Limit Lines in which construction vehicles, dumpsters, etc may be located.
- B. The Contractor will keep public roads and existing paved roads, drive and parking areas on the Agency's property, free of scrap or debris due to construction operations. The Contractor will repair, at the Contractor's expense, any damage to the surface of the roadways caused by the Contractor's construction operations.
- C. If the Work of the Contract affects public use of any street, road or highway, the Contractor will 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 Contractor will be responsible for payment of any required police or traffic control services.

01560 TEMPORARY CONTROLS

- A. During the progress of the Work, the Contractor will conduct its operations and provide adequate pollution controls to minimize the creation and dispersion of noise, odors, dust, dirt and/or mud within and beyond the Site. The controls will be implemented to the satisfaction of the Project Coordinator, to the extent required to assure the Agency's continued use of its facilities.
- B. Should the Agency's use of its facilities be denied or interrupted by the Contractors not providing adequate controls, as specified above, the Contractor will be required to cease operations until adequate controls are provided. All costs incurred in such a cessation of operations will be born by the Contractor. No extension of time will be granted due to such a cessation in operations.

01569 CLEANING

- A. The Contractor will keep the Site clean, free from excessive soiling, staining, the excessive accumulation of debris and other substances and conditions that, in the opinion of the Architect/Engineer, or the Construction Coordinator, are detrimental to the safety of the public and the appearance of the Site. The Contractor will employ whatever

cleaning measures are required to achieve the above. They will include, but are not limited to, the following:

1. Remove and legally dispose of off-site all items scheduled for demolition and removal. Stockpiling of demolition items within or outside the Contract Limit Lines is prohibited.
2. Maintain all areas under the Contractor's control free of waste, debris and rubbish.
3. Remove waste, debris and rubbish from the Site daily and legally dispose of off-site. Maintain the Site in a clean and orderly condition.
4. Provide on-site containers for the collection of waste materials, debris and rubbish. USE OF AGENCY WASTE CONTAINERS, COMPACTORS, DUMPSTERS AND TRASH RECEPTACLES IS PROHIBITED.
5. Remove debris and rubbish from closed or remote spaces prior to closing the space.
6. Periodically clean interior building areas until Substantial Completion.

01580 PROJECT SIGN

A. Not Required

01590 FIELD OFFICES AND SHEDS

A. NOT Required

01592 PARKING PERMITS

- A. Parking is by permit only. The Contractor will meet with a representative of the Agency's Police Department to arrange for parking permits for all construction personnel, including Subcontractors and employees of Subcontractors. Parking will be permitted in the East Parking Garage (Wells Street) or other university lot designated by the CCSU Police Department. Vehicles without permits will be ticketed, tagged and towed at the vehicle owner's expense. Parking will not be permitted in front of the building.

01594 RESTRICTIONS

- A. **Weapons or Intoxicants:** No person employed on this Project will bring intoxicants or any type of weapons onto the Campus.
- B. **Fraternization or Harassment:** The Contractor is advised to avoid personal contact and fraternization with facility occupants and to respect the rights and privacy of the facility

occupants at all times.

01600 MATERIAL AND EQUIPMENT

- A. Material and equipment incorporated into the Work will conform to applicable specifications and standards and comply with size, make, type and quality specified.
- B. For manufactured and fabricated products:
 - 1. Design, fabricate and assemble in accordance with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to be standard sizes and gages, to be interchangeable.
 - 3. Two or more items of the same kind will be identical, by the same manufacturer.
 - 4. Products will be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified will be adhered to, unless variations are specifically approved in writing.
- C. Do not use material or equipment for any purpose other than that for which it is designed or is specified. All material, equipment and product will be fit for their intended purpose.
- D. Architect will consider requests for Substitutions only within 15 days after date established in Notice to Proceed. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.

- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence.
 - 3. The Architect will notify Contractor, in writing, of decision to accept or reject request.

01604 MANUFACTURER'S INSTRUCTIONS

- A. When the Contract Documents require that installation of any part of the Work will comply with manufacturer's printed instructions, the Contractor shall obtain and distribute copies of such instructions to parties involved in the installation, including one copy to the Architect/Engineer.
 - 1. Maintain **one (1)** complete set of instructions at the job Site during installation and until the Date of Substantial Completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions, and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with the Architect/Engineer for further instructions.
 - 2. Do not proceed with the Work without clear instructions.
- C. Perform all Work in accordance with the manufacturer's instructions. Do not omit any preparatory step or installation procedure unless it is specifically modified or deleted by the Contract Documents.

01610 TRANSPORTATION AND HANDLING

- A. Materials and equipment will be delivered, stored and handled to prevent intrusion of foreign matter and damage by weather or breakage. Packaged materials will be delivered and stored in original, unbroken packages.
- B. The contractor shall promptly inspect shipments to assure that products comply with

requirements, that quantities are correct and products are undamaged.

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

01620 STORAGE AND PROTECTION

- A. Store products in accordance with the manufacturer's instructions with seals and labels intact and legible. Store sensitive products in watertight enclosures. Maintain within temperature and humidity range required by the manufacturer.
- B. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- C. Store loose granular material on solid surfaces in a well-drained area; prevent mixing with foreign matter
- D. Arrange storage to provide access for inspection. Periodically inspect to insure products are undamaged and are maintained under required conditions. Keep log showing date, time and problems, if any.
- E. Stone, masonry units and similar materials will be stored on platforms on dry skids and will be adequately covered and protected against damage.
- F. Provide substantial coverings, as necessary, to protect installed products from traffic and subsequent construction operations. Remove when no longer needed.

01710 FINAL CLEANING AND SITE RESTORATION

- A. The Contractor, within **one (1)** week of the inspection required to establish the Substantial Completion of the Project, or any portion thereof, will perform a final cleaning of all Work. The Contractor will leave the Project clean and ready for occupancy. If the Contractor fails to perform a final cleaning to the satisfaction of the Architect/Engineer and the Project Coordinator, the Agency may do so, and the cost thereof will be charged to the Contractor.
- B. This final cleaning will be complete in every manner, including but not limited to, the following:
 - 1. The removal of all defacements both new and existing including, but not limited to, graffiti, putty, paint and adhesive residue, streaks, stains, finger prints, erection marks and construction notes.
 - 2. The cleaning of all copper surfaces.

3. The cleaning of all outside areas including building surfaces (brick walls, window panes, frames and sills), sidewalks, roads and grass areas.
 4. The cleaning of exposed and accessible concealed surfaces of the Project, including but not limited to walls, ceilings, carpeted surfaces, vinyl flooring, mechanical and electrical fixtures, built-in equipment, etc..
 5. Flooring: Follow flooring manufacturer's initial cleaning procedure to remove any factory coating which acts as a protective layer against dirt during construction work. Apply manufacturer's recommended finish to prepare floor for occupancy.
- C. **Site Restoration:** The Contractor will restore all grass areas, sidewalks and paved areas damaged or destroyed by construction operations in accordance with Agency Standards.

01720 PROJECT RECORD DOCUMENTS

- A. "As-Built Drawings": Not applicable .
- B. "Record Survey": Not applicable
- C. "Campus Master Survey Map": Not applicable.
- D. "Data Base Building Plan(s)": Not Applicable

01730 OPERATIONAL AND MAINTENANCE DATA

- A. Submit **two (2) sets** of Operational Manuals of each of the Project's systems in 3-ring loose-leaf binders, properly marked and indexed. Delete and remove from the manual all information not relevant to the purpose of the manual. Submit the above to the

Architect/Engineer for approval, with all additional information that the Architect/Engineer may request and considers necessary for the proper servicing and maintenance of all equipment. The quality of all copies will be subject to approval by the Architect/Engineer.

B. Manuals will include, but will not be limited to the following:

1. Operating Procedures:

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

2. Maintenance Schedule:

- a. Provide a typewritten schedule describing the manufacturer's recommended schedules of maintenance and a specification of those maintenance procedures.

3. Catalog Cuts and Shop Drawings:

- a. The catalog cuts will clearly indicate the exact model and type of each piece of equipment installed in the Project, including all options provided.
- b. The catalog cuts will fully describe equipment, including physical, performance, electrical, mechanical and other characteristics. They will also include installation or erection diagrams.
- c. The catalog cuts will indicate spare parts numbers and the name, address and phone number of the manufacturer, and the name, address and phone number of the manufacturer's local representative or service department.

4. Provide a typewritten list of all Subcontractors on the Project, including the name, address and phone number of all local representatives or service departments.

5. All manuals will be indexed, with dividers separating each system or piece of equipment.

- C. The Contractor will orient and instruct maintenance personnel, designated by the Agency, in the operation of all equipment. The date and time of the meeting will be mutually agreed upon. The Contractor will provide qualified instructional personnel for as long as necessary, to fully orient and instruct those designated.

01740 WARRANTIES AND GUARANTEES

- A. The Contractor will guarantee all materials and warrant all workmanship for a period of **one (1) year** from the Date of Substantial Completion of the Project. Provide extended guarantees and warranties as specified in the Contract Documents, as per attached form.
- B. **Form of Guarantee/Warranty:** See Appendix C in APPENDICES.
- C. All required bonds will be by their respective Surety Companies, made out to Central Connecticut State University.
- D. All guarantees/warranties or bonds supplied by Subcontractors, Installers, Suppliers or Manufacturers will be countersigned by the General Contractor.

01800 CONFINED SPACE ENTRY

- A. **Confined Space Entry:** The Agency has established a permit-required, confined space entry program. Confined spaces that affect the Work of this Project, will be defined in accordance with the requirements of OSHA, 29 CFR 1910.146 Appendix A and the Agency's confined Space Entry Plan. In the event that the Contractor must perform work within a permitted "confined space" as defined by federal OSHA regulations or by the CCSU "Confined Space Entry Plan", the Contractor will comply with all safety and monitoring requirements imposed by OSHA and by the "CCSU Confined Space Entry Plan" relative to work within the permitted confined space.
- B. All proposed entries must be reviewed and approved, in advance, by the Agency's Environmental Health and Safety Compliance Officer, Mr. Domenic Forcella, telephone number (860) 832-2499, prior to the Contractor's entry into a permitted confined space.
- C. All such compliance measures will be at the Contractor's expense and performed with the Contractor's own equipment. The Agency reserves the right to suspend the Contractor's operations for any violation of the above-mentioned confined space regulations.
- D. See Paragraph 01100, Special Project Procedures of the General Requirements.

01805 OSHA TRAINING

- A. (Effective October 1, 2006) Public Act 06-175 (a) Each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to

be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910. 268.

01810

OSHA COMPLIANCE/AIR-BORNE PARTICLES

- A. **Lead Paint: Not Applicable**
- B. **Asbestos: Not Applicable**
- C. **See Section 01100, Special Project Procedures of the General Requirements.**

END OF SECTION