

STATE OF CONNECTICUT



DEPARTMENT OF CHILDREN AND FAMILIES



Tress Road Group Home

58 Tress Rd
Prospect Ct 06712

Roof Replacement

Project No. 04-TRES-208 July 1, 0216



Joette Katz
Commissioner

DEPARTMENT of CHILDREN and FAMILIES
Making a Difference for Children, Families and Communities



Dannel P. Malloy
Governor

Tress Road Group Home renovations
Project 04-TRES-208

General Conditions:

- **No changes to this scope without the approval of DCF Engineering.**
- Contractor is to furnish all materials and labor for a complete job.
- Pre-bid walk through is mandatory. Date to be decided.
- Contractor must provide copy of insurance, and contractor's license.
- Contractor must protect and is responsible for existing residence from damage, dust, and must maintain access for the family.
- Contractor is responsible to repair any damage to existing property caused by construction.
- Contractor is responsible to verify all measurements and site conditions.
- Contractor to get all permits require by town, and to give copy of Certificate of Occupancy to DCF Engineering upon completion.
- Contractor will supply any drawings required for permits other than what is submitted in this package.
- **Contractor is responsible to furnish any drawings the town may require for permits other than the floor plan provided within this Scope. Copies of any such documentation must be sent to DCF Engineering.**
- Contractor will meet with DCF engineering before starting job, then again before closing up any walls or floors, and at end of job for final walk through, and notify DCF Engineering for acceptance.

Roof:

- To be stripped to plywood.
- All flashing to be removed, bricks cleaned of tar etc.
- Furnish and install new flashing materials as needed for all penetrations.
- Step flashing and counter flashing will be copper.
- Vent flashing shall be copper
- 3 rows of ice and water from gutters up the roof, use also around the chimney and other roof penetrations.
- Shingles **TIMBERLINE AMORSHIELD II IMPACT-RESISANT SHINGLES** **or approved Equal**

Chimney:

- Re-point the chimney
- Replace chimney cap
- Flashing shall be cut into mortar joints

New Gutters and Downspouts.

- Furnish and install new 6" aluminum gutters and down spouts
- Connect the down spouts to existing run off pipes in the ground.

Siding:

- Replace various rotted siding near foundation level and around down spouts
- Stain new wood to match existing.

INSTRUCTION TO BIDDERS AND CONDITIONS OF BID

SEALED BIDS

Bids must be submitted in a sealed envelope, clearly marked with the appropriate project number, date, time of bid opening, and name and address of the bidder. All pages of this Invitation & Bid Form must be submitted with your bid. Telegraphic, telephonic, faxed and emailed bids will not be accepted under any circumstances.

SUBMISSION OF BIDS

Bids may be mailed, or delivered in person to the following address to arrive by the bid closing date and time. Late bids will not be accepted and will be returned to the bidder unopened. Extensions will not be granted.

**Michael Derrick
Department of Children and Families
Central Office, 6th floor
505 Hudson Street.
Hartford Ct 06106**

PRE BID MEETING

A non-mandatory pre-bid meeting will be held on-site **Monday, July 11, 2016, 10:00 am**. The meeting will be at the Tress Rd Group Home, 58 Tress Rd, Prospect, CT, 06712. All Contractors proposing for this project are responsible for all measurements and conditions, and should visit and examine the site before proposing, and to verify the job conditions and dimensions. This meeting is intended to review the Bid requirements and answer any questions that interest the bidders may have about this Bid. Failure to attend this meeting will result in the rejection of your Bid.

BID CLOSING DATE

Bids must be received and stamped into Mr. Derrick's office no later than **Tuesday July 26th, 2016, 1:00 pm** at Central Office, 505 Hudson Street, Hartford, CT 06106. All bids will be opened at the stipulated time and place. Any bidder who wishes to attend may do so.

STATES RIGHTS

The State reserves the right to reject any and all bids, and to waive any informality in the bids. No bids may be withdrawn for at least 60 days after the scheduled closing times for receipt of bids.

STANDARD CONDITIONS

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

Treasure, State of Connecticut
2. Security for faithful performance – Performance Bond and Labor and Material Bond in the amount of 100% of the purchase order price must be filed by the successful low bidder prior to the start of construction if the bid is in excess of \$50,000.00.
3. Personal liability and property damage insurance is required per the Certificate of Insurance included herein.
4. Contractor shall commence work within eleven days after receiving notice to begin work and continue for (45) calendar days for completion of the project, unless otherwise specified or agreed.
5. Contact Persons: Michael Derrick, Engineering Division, 860-550-6662; Fax 860-560-5019
6. Liquidated Damages: \$350.00 per day.

SUPPLEMENTAL BIDS

Occasionally, the State may request “Supplemental Bids” to a special project. When listed on the Invitation and Bid Form, each bidder is required to bid on each Supplement Bid.

CONNECTICUT SALES AND USE TAX

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

DISCREPANCY IN AMOUNTS

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

START AND COMPLETION DATES

All work is to be completed within the specified number of days from the starting date, which is to be established at the time the Contract is awarded.

SUBLETTING OR ASSIGNING OF CONTACT

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

No person, firm, 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 consent has been granted.

END OF SECTION

**General Conditions of the Contract for Construction
Department of Public Works
State of Connecticut**

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Article 1
DEFINITIONS

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

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

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

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

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

1.5 BASE BID: Monetary value stated in the Bid Proposal form as the sum for which the bidder offers to perform the Work described in the Bidding Documents, exclusive of adjustments for Supplemental Bids.

1.6 BID BOND: Form of bid security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statute Section 4b-92.

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

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

1.9 BID OR BID PROPOSAL FORM: A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.

1.10 BID SECURITY: Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Con-

tract in accordance with the requirements of the Bidding Documents.

1.11 BUILDER'S RISK INSURANCE: A specialized form of property insurance which provides coverage for loss or damage to the Work pursuant to the Contract Documents.

1.12 CASH ALLOWANCE: An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule.

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

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

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

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

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

1.17.1 that the Work, or a designated portion thereof, is determined to be Substantially Complete;

1.17.2 the date of Substantial Completion;

1.17.3 the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and

1.17.4 the time within which the Contractor shall complete the remaining work .

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

1.19 COMMISSIONER: The State of Connecticut, Department of Public Works (DPW) Commissioner acting directly or through specifically authorized DPW personnel or agent(s) having authority to perform duties defined in Article 25.

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

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

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

1.23 CONTRACTOR OR GENERAL CONTRACTOR: An individual, partnership, firm or Corporation, under direct contract with the Department of Public Works, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.

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

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

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

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

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

1.29 DEPARTMENT OF PUBLIC WORKS PROJECT MANAGER or PROJECT MANAGER: The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

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

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

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

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

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

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

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

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

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

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

1.40 MODIFICATION OR AMENDMENT:

1.40.1 A written change to the Contract Documents.

1.40.2 A Change Order.

1.40.3 A Construction Change Directive.

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

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

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

1.43 OWNER OR DEPARTMENT: The State of Connecticut, Department of Public Works acting through its Commissioner or specifically authorized Department personnel or agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.57 SUBCONTRACTOR: A person, partnership, corporation or other business organization under direct contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.

1.58 SUBMITTALS: Documents including, but not limited to, samples, manufacturer's data, shop drawing, or other such

items submitted to the Owner and Architect by the Contractor for the purpose of approval or other action, as required by the Contract Documents.

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

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

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

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

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

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

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

Article 2
CONDITIONS OF WORK

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

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

2.3 The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Administrator at once; and it will be assumed that the Contractor has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the plans shall be corrected by the Contractor without additional compensation.

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

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

2.6 The Contractor shall perform the Work in accordance with the Contract Documents and approved submittals pursuant to Article 5.

Article 3
CORRELATION OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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

Article 4

COMMENCEMENT AND PROGRESS OF WORK

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

als, guarantees and warranties as stated in the Bidding Document.

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

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

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

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

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

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

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

Article 5
SUBMITTALS, PRODUCT DATA, SHOP
DRAWINGS AND SAMPLES

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

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

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

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

Article 6
SEPARATE CONTRACTS

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

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

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

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

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

Article 7
COOPERATION OF TRADES

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

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

Article 8
DAMAGES

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

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

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

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

Article 9
MINIMUM WAGE RATES

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

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

Article 10
POSTING MINIMUM WAGE RATES

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

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

Article 11
CONSTRUCTION SCHEDULES

11.1 Unless otherwise specified in the Contract Documents, within twenty-one (21) calendar days from the contract start date, the Contractor shall submit the following to the Owner for approval:

11.1.1 A comprehensive schedule of Submittals required by the Specifications. Said schedule shall include Submittal dates, required approval dates and date material must be on site.

11.1.2 The Contractor shall allow a minimum of two weeks for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and acceptance of the Work by the Owner and its agents.

11.1.3 When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner with as many activities as necessary to make the Schedule an ef-

fective tool for planning and monitoring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.

11.1.4 When the Contract Documents specify a "Construction Schedule" a detailed Construction Schedule is required using software approved by the Owner as a horizontal bar chart with a separate bar for each major portion of the Work or operation to make the Schedule an effective tool for planning and monitoring the progress of the Work.

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

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

Article 12
PREFERENCE IN EMPLOYMENT

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

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

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

Article 13
COMPENSATION FOR CHANGES
IN THE WORK

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

13.2 Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 26. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.

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

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

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

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

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

13.6.1.1 Unit Price: As stated in the Contract Documents.

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

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

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

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

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

13.6.1.3.3.1 Workers Compensation.

13.6.1.3.3.2 Federal Social Security.

13.6.1.3.3.3 Connecticut Unemployment Compensation.

13.6.1.3.3.4 Fringe Benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.9 If Unit Prices are not applicable and the parties cannot agree upon a lump sum, then the Commissioner, through the Construction Administrator, may at the option of the Commissioner take the following action(s):

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

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

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

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

13.9.1.3.1 Workers Compensation.

13.9.1.3.2 Federal Social Security.

13.9.1.3.3 Connecticut Unemployment Compensation.

13.9.1.3.4 Fringe Benefits.

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

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

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

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

any time upon written request from the Commissioner.

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

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

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

Article 14 **DELETED WORK**

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

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

Article 15 **MATERIALS: STANDARDS**

15.1 Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard.

When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.

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

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

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

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

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

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

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

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

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

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

15.6 No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when a Contractor submits a

request for Substitution or Equal, whether such request be approved or denied.

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

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

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

Article 16 **INSPECTION AND TESTS**

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

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

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

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

Article 17
ROYALTIES AND PATENTS

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

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

Article 18
SURVEYS, PERMITS AND REGULATIONS

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

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

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

18.4 If underground utilities may involve part of the Work, the Contractor shall obtain the services of a qualified under-

ground utility locating firm, at no cost to the Owner, to verify locations of underground utilities, to provide safety, protect the Work and protect the workmen as necessary to perform the Work.

Article 19
**PROTECTION OF THE WORK,
PERSONS AND PROPERTY**

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

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

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

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

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

19.6 The Contractor shall at all times protect excavation, trenches, buildings and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of op-

erations; and provide all pumps and equipment and enclosures to insure such protection.

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

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

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

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

Article 20 **TEMPORARY UTILITIES**

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

Article 21 **CORRECTION OF WORK**

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

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

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

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

21.5 No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within 60 days of established Substantial Completion date.

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

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

Article 22 **GUARANTEES and WARRANTIES**

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

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

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

23.1 The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting or patching of the por-

tion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.

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

Article 24
CLEANING UP

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

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

Article 25
ALL WORK SUBJECT TO CONTROL OF THE
COMMISSIONER

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

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

25.3 In the performance of the work, The Contractor shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods

and in such manner and sequence as the Commissioner may require.

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

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

Article 26
AUTHORITY OF THE CONSTRUCTION
ADMINISTRATOR

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

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

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

Article 27
SCHEDULE OF VALUES,
APPLICATION FOR PAYMENT

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

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

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

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

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

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

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

Article 28 **PARTIAL PAYMENTS**

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

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

28.3 At the sole discretion of the Commissioner, and after completion and acceptance of (60%) sixty percent of the value of the Work, and if the character and progress of the Work remain satisfactory, the retained portion of the Application for Payments may be reduced to five percent (5%) of total payments. The minimum total amount of payment retained, prior to the Final Payment shall not be less than five percent

(5%) of the Contract Sum.

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

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

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

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

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

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

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

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

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

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

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

Article 30 **COMPLETION AND ACCEPTANCE**

30.1 Substantial Completion:

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

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

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

30.1.4 When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion, shall establish the date when the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate.

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

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

30.2 Final Completion:

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 31
FINAL PAYMENT

such lien, including all costs and reasonable attorney's fees.

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

Article 32

OWNER'S RIGHT TO WITHHOLD PAYMENTS

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

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

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

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

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

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

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

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

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

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

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

32.4.5 If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner.

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

Article 33

OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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

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

33.1.2 The Commissioner shall evaluate any such requests received. If the Commissioner agrees that the cost and/or

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

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

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

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

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

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

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

Article 34

SUBLETTING OR ASSIGNING OF CONTRACT

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

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

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

Article 35

CONTRACTOR'S INSURANCE

35.1 The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00300 CERTIFICATE OF INSURANCE and 00020 BID PROPOSAL FORM, subsections 4.4.2 and 4.4.3, of this Project Manual and until the insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Owner or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Bidding and Contracts Unit, Department of Public Works, 165 Capitol Avenue, Room G-9A, Hartford, CT 06106 unless otherwise directed in writing. Presented below is a narrative summary of the insurance required.

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

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

35.1.3 The operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract shall be covered by **Automobile Liability** insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all

persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Contractor not own any automobiles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability.

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

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

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

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

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

35.3 Each insurance policy required to be maintained by the Contractor except Workers' Compensation and Automobile

Liability shall endorse the State of Connecticut as an Additional Insured. Additional Insured endorsements shall provide coverage on a primary basis.

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

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

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

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

35.8 Hold Harmless Provisions: The Contractor shall at all times indemnify and save harmless the State of Connecticut, the Department of Public Works, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department, or of the Contractor, his Subcontractor, or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect or the Contractor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Contractor, any Subcontractor, materialman, or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the Department of Public Works.

Article 36
FOREIGN MATERIALS

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

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

Article 37
HOURS OF WORK

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

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

Article 38
DAYS OF WORK

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

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

Article 39
CONTRACT TIME

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

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

Article 40
CALENDAR DAY

40.1 This is each day of the calendar.

End of Section

BID PROPOSAL FORM

TO: Michael Derrick
Department of Children and Families
Engineering Division
505 Hudson Street, 6th floor
Hartford Ct 06106

FOR: Roof and concrete repairs
Tress Road Group Home
58 Tress Rd
Prospect, CT 06712
Project: 04-TRES-208

DATE: _____

FROM: _____

In compliance with the Instructions to Bidders and Conditions of Bid; and subject to all conditions thereof, the undersigned offers and agrees to furnish the labor and materials and to complete work called for by the project's plans and specifications within the allotted time (45) **Forty Five calendar days** for the Lump Sum of:

Base Bid Price:

WORDS _____ DOLLARS

Figures:(\$ _____)

Award will be made on the lowest responsible bidder for the BASE BID price.

The General Contractor on this project will be required to perform not less than (50%) of the completed dollar value of the work with its own forces.

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Bidding Requirements, Contract Forms, and Conditions of the Contract

Section 00020 - Bid Proposal Form

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I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in this proposal: That it is made without any connection with any other person making any bid for the same work: that no person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this proposal, or in any contract which may be under it, or in expected profits to arise there from: that this proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or to refrain from bidding or to influence the amount of the bid of any other person or corporation: that this proposal is made in good faith without collusion or connection with any other person bidding for the same work; and that this proposal is made with distinct reference and relation to the plans and specifications prepared for this contract.

I (we) further declare that in regard to the conditions affecting the work to be done and the labor and materials needed, this proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

Contractor (Owner/Officer): _____

Date: _____

Title: _____

Address: _____

City, State, Zip: _____

(AFFIX CORPORATE SEAL)

END OF SECTION – BID FORM

**DEPARTMENT OF CHILDREN AND FAMILIES
STATE OF CONNIECTICUT**

STANDARD BID BOND

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

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

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

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

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

Principals' Signature

Surety

(Print Name)

by

Its attorney in fact

Company Name

(Print Name)

Connecticut General Statute Section 31-53

Summary of Connecticut's Prevailing Wage Law

Connecticut's prevailing wage law is codified in Connecticut General Statutes [Section 31-53](#) and [31-53a](#). The law applies to each contract for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project by the State or its agents, or by any political subdivision of the State.

Coverage

Conn. Gen. Stat. Section [31-53\(g\)](#) provides monetary thresholds which must be met before the law is applicable. The prevailing wage law does not apply where the **total cost of all work to be performed by all contractors and subcontractors** in connection with new construction of a public works project is less than four hundred thousand (\$400,000) dollars. The prevailing wages law does not apply in connection with remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project under one hundred thousand (\$100,000) dollars.

Prevailing Rate

The prevailing rate consists of a base rate and a fringe benefit rate which may be paid in cash or benefits. Conn. Gen. Stat. Section [31-53\(d\)](#) permits the Labor Commissioner to adopt and use the prevailing wage rate determinations as have been made by the Secretary of Labor of the United States under the provisions of the Davis-Bacon Act, as amended. **The agent empowered to let such contract shall contact the Labor Commissioner at least ten, but not more than twenty days, prior to the date such contracts will be advertised for bid, to ascertain the proper prevailing rate. Under [Public Act 02-69](#) the rates will be adjusted annually on or before July 1st of each year. These new rates will be on Department of Labor website.**

Certifications

Both the Contractor and the Contracting Agent must provide certifications to the Labor Commissioner. Prior to the award of any contract subject to the prevailing wage law, the contracting agent shall certify in writing to the Labor Commissioner the total dollar amount of work to be done in connection with the public works project, regardless of whether such project consists of one or more contracts. Upon the award of a contract subject to the prevailing wage law, the contractor who is awarded the contract shall also certify, under oath, to the Labor Commissioner the pay scale to be used by the contractor and any of his subcontractors for the work to be performed under the contract.

Additionally, each employer subject to the prevailing wage law must file certified payrolls with the contracting agent including information, including but not limited to, employee names; occupations; hours worked; rates paid; and the employers compliance with various provisions of law.

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Bidding Requirements, Contract Forms, and Conditions of the Contract

Section 00200 – Prevailing Wage Rates/ Contractor's Wage/Payroll Certification

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Penalties

There are various civil, criminal and administrative penalties for violations of the prevailing wage law. Failure to pay the prevailing rate is a crime which may be a felony depending upon the amount of unpaid wages. Knowingly filing a false certified payroll or failure to file a certified payroll is a Class D felony for which an employer may be fined up to five thousand dollars, imprisoned for up to five years, or both. Disregarding obligations under Conn. Gen. Stat. Section 31-53 may result in an administrative debarment which may preclude any firm, corporation, partnership or association in which such person or firms have an interest from receiving an award of a contract until a period of up to three years have elapsed. Additionally, civil penalties of \$300 per violation of law may also be assessed upon the employer.

For additional information contact:

Wage and Workplace Standards Division

Public Contract Compliance (860) 263-6790

SUPPLEMENTAL CONDITIONS

ARTICLE - 1. - SCOPE OF WORK:

- (a) The Contractor shall furnish all labor, materials, equipment, plant, power, water, light, heat, fuel, tools, appliances, supplies and all other means of construction necessary or proper for executing and completing the project; he shall do all work including extra and additional work and pay all costs connected therewith; restore to their original conditions all surfaces disturbed; pay cost of all insurance; bear all losses due to the nature of the work and costs incidental to suspension or discontinuance of the work except as otherwise provided; assume all responsibility of whatever nature of kind, indemnify the Owner from all claims; secure and pay for all permits unless otherwise provided; conform to all county, state, municipal or federal legislation and requirements; he shall do all work necessary to conform the project to the Contract Documents and shall leave intact the work of any adjoining contractors unless otherwise ordered by the Owner; perform and complete the work in a manner best calculated to permit rapid construction, consistent with safety of a life and property and satisfactory to the Owner and in strict accordance with the Contract Documents; he shall protect the work during construction, clean up the work during and after construction and maintain it until final acceptance, as hereinafter provided.
- (b) The Contractor shall do all work and pay all costs of protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, subsurface or overhead structures and all other property including pipes, conduits, ducts, tubes, chambers and appurtenances, public or private, in the vicinity of the work, except as otherwise specified.

ARTICLE - 2. SUPERINTENDENCE AND WORKERS:

- (a) The employment of competent superintendent, foremen and experienced mechanics and laborers and others skilled in the particular duties entrusted to them will be required. Whenever the Owner shall inform the Contractor or his representative in charge that any man on the job is incompetent or disorderly or is working contrary to the specifications or the instructions of the Owner, or that the Owner knows that he/she has been incompetent or disorderly on this or any previous work, that person shall thereupon be immediately dismissed from the job and shall not be given employment on any work connected with the contract.
- (b) If requested, the Contractor shall deliver to the Owner each week a record of the numbers and classifications of workers employed upon the project each day of the previous week.

ARTICLE 3. INSPECTION:

Authorized representatives and agents of the Owner, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

ARTICLE 4. REPORTS, RECORDS AND DATA:

The Contractor and each of his subcontractors shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

ARTICLE 5. WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner shall direct, the Contractor shall, and shall cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner, any work or material was damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect his work, or otherwise damaged by the negligence of the Contractor, subcontractors or their agents or servants, or is otherwise defective, such materials shall be removed and replaced at the expense of the Contractor.

ARTICLE 6. ENUMERATION OF DRAWINGS, SPECIFICATIONS AND ADDENDA:

Following are the drawings, specifications and addenda which form a part of this contract, as set forth in Article I of the Contract and General Conditions, "CONTRACT AND CONTRACT DOCUMENTS":

ARTICLE 7. PROTECTION OF LIVES AND HEALTH:

- (a) In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all safety provisions of applicable laws, building and construction codes and all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Incorporated, and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under this contract.

- (b) The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, and for any damage, which may result from their failure or their improper construction, maintenance or operation.
- (c) The Contractor shall be solely responsible for the acts and omissions of his agents, employees and his subcontractor and their agents and employees and shall hold the Owner harmless and defend the Owner against damages or claims for damages arising out of injuries to other or property of others which result from said acts or omissions.

ARTICLE 8. WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATION

The work, during its progress and at its completion, shall conform to the lines and grades shown on the drawings and to the directions given by the Owner from time to time, subject to such modifications or additions as he shall determine to be necessary during the execution of the work; and in no case will any work be paid for which is performed in excess of such requirements.

ARTICLE 9. CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES:

The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him by the Owner, and shall notify the Owner of all errors therein which he may discover by examining and checking the same.

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The Contractor shall not take advantage of any error or omission in these specifications, drawings and schedules. The Owner will furnish all instructions should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 10. SEQUENCE OF WORK:

The Contractor shall be required to prosecute his work in accordance with a schedule prepared by him in advance in accordance with additional requirements specified herein and approved by the Owner. This schedule shall state the methods and shall forecast the times for doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Owner advance notice and ample time for making the necessary preparations.

ARTICLE 12. STREETS AND SIDEWALKS TO BE KEPT OPEN:

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Bidding Requirements, Contract Forms, and Conditions of the Contract

Section 00750 – Supplemental Conditions

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- (a) The Contractor shall at all times keep the streets and sidewalks open for pedestrian and vehicular traffic. If, in the opinion of the Owner, the interest of abutters and public requires it, the Contractor shall bridge or construct plank crossings over the trenches at street crossings, roads or private ways. The Contractor shall conduct his work for this objective in such manner as the Owner may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it. No additional payment shall be made to the Contractor for such work.
- (b) The Contractor shall provide all necessary Fire Crossings at principal intersection or ways usually traveled by fire apparatus with provisions for the apparatus to have access to all areas which require fire protection.
- (c) All work shall be conducted in such a manner as to provide minimum interference with facility and its daily operation.

ARTICLE 13. LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY:

- (a) The Contractor shall put up and maintain such barriers, fences, lighting and warning lights, danger-warning signals and signs necessary to prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places; and the Contractor shall defend, indemnify and save harmless the Owner and their agents in every respect from any injury or damage whatsoever caused by any act, omission or neglect of the Contractor or his Subcontractor, or their servants or agents, including any claims arising out of failure to erect and maintain sufficient railing or fence as required by Section 13a11, Connecticut General Statutes.

SC - 4

The fact that the Owner may retain control of the premises, or that it or its agents may take action to erect or maintain railings or fences shall not relieve the Contractor's obligations hereunder.

- (b) The Contractor at his own expense shall furnish, maintain and use, and cause all his Subcontractors to furnish, maintain and use all necessary safety devices and safe practices in prosecution of the work and to adopt, follow and maintain such additional safety measures as in the opinion of the Owner are conducive to safe operation by the Contractor and the Subcontractors. The Owner shall have the right to order any or all work suspended where, in the Owner's opinion, such work is not being carried on in a safe and proper manner, or where persons and property are not being properly protected or safeguarded and such work shall not be resumed until the Owner's requirements have been met and the Owner has directed that work be resumed. The work required by the preceding paragraph shall be totally at the Contractor's expense.

DIVISION 0

Bidding Requirements, Contract Forms, and Conditions of the Contract

Section 00750 – Supplemental Conditions

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- (c) In addition to the above, when and as necessary, or when required by the Owner, the Contractor shall post signs and employ watchmen or flagmen for the direction of traffic at the site and for excluding at all times unauthorized persons from the project. The Contractor will not be paid additional compensation for this work.
- (d) The Contractor shall be responsible for excluding at all times from lands within project limits, all persons not directly connected with the work or authorized by the Owner to be within the project areas.

ARTICLE 14. FACILITIES:

The Contractor is responsible for providing and maintaining all necessary facilities whether temporary or permanent for all those employed by the Contractor. The locations of such temporary facilities must be approved by the Owner. Under no circumstances will the Contractor nor any of his Subcontractors or Venders be allowed to use any of the Owners facilities.

ARTICLE 15. UTILITIES:

The provision and costs for all electrical, water, telephone, etc. utilized by the Contractor and his Subcontractors and venders shall be by the Contractor. Under no circumstances shall the Contractor use any of the Facilities utilities or resources without approval of the Owner.

TO: Contract Compliance Unit
Commission on Human Rights and Opportunities
CHRO Form CC052

FROM: [Click here to enter text.](#)

DATE: [Click here to enter a date.](#)

SUBJECT: Notification of Contract Award

As required by Connecticut Contract Compliance Regulations Sec. 46a-68-31 this is to notify the Commission that the following contract has been awarded.

CONTRACT NUMBER: [Click here to enter text.](#)

PROJECT NAME: [Click here to enter text.](#)

PROJECT LOCATION: [Click here to enter text.](#)

DURATION OF CONTRACT: [Click here to enter text.](#)

DOLLAR VALUE OF CONTRACT: [Click here to enter text.](#)

SET-ASIDE VALUE: SBE [Click here.%](#) [Click here.\\$](#)

MBE [Click here.%](#) [Click here.\\$](#)

THIS IS A PUBLIC WORKS CONTRACT

THIS IS NOT A PUBLIC WORKS CONTRACT

CONTRACTOR INFORMATION

NAME OF CONTRACTOR: [Click here to enter text.](#)

MAIN OFFICE ADDRESS: [Click here to enter text.](#)
[Click here to enter text.](#)

TELEPHONE NUMBER: [Click here to enter text.](#)

NUMBER OF EMPLOYEES: [Click here to enter text.](#)
(If known)

SUBCONTRACTOR INFORMATION: Please list any subcontractors who were listed by the Contractor for this project:
[Click here to enter text.](#)

WERE THE FOLLOWING FACTORS CONSIDERED IN THE SELECTION OF THIS CONTRACTOR?

1. The bidder's success in implementing an affirmative action plan:
 Yes No Unknown
2. The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17, inclusive:
 Yes No Unknown
3. The bidder's promise to develop and implement a successful affirmative action plan:
 Yes No Unknown
4. The bidder's submission of EEO-1 data indicating that the composition of the workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area:
 Yes No Unknown
5. The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises:
 Yes No Unknown

AGENCY CONTACT PERSON

NAME: [Click here to enter text](#)_____.

JOB TITLE: [Click here to enter text](#)_____.

ADDRESS: [Click here to enter text](#)_____.

TELEPHONE: [Click here to enter text](#)_____.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

COVERAGES

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

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

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

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

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

CERTIFICATE HOLDER State of Connecticut Department of Children and Families 505 Hudson Street Hartford, CT 06106	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	--

IMPORTANT

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

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

DISCLAIMER

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

SET-ASIDE PLAN FORMAT

Effective 08/15/2010

COVER PAGE

Company Name: _____

Company Address: _____

Telephone No.: _____

FAX No.: _____

E-mail Address: _____

Web Site Address: _____

Date Submitted: _____

AAP Prepared By: _____

(Please Print)

(Please Print)

Name of AA/EOE Officer

(Please Print)

Name and Title of the Head of the Company

This Set-Aside Plan is submitted for: _____

(Name of Project)

State Contract Number: _____

Awarding Agency: _____

Contract Value: _____

M/W/DisBE Value as Assigned by the Awarding Agency: _____

SBE Value as Assigned by the Awarding Agency: _____

TABLE OF CONTENTS

Note: Set-Aside Plan that meets all the requirements of the following sections, must be filed for **each** state project.

ANY SUBMISSION THAT DOES NOT STRICTLY ADHERE TO THIS PLAN'S FORMATTING WILL NOT BE REVIEWED.

ANY SECTION THAT DOES NOT INCLUDE A RESPONSE TO SAID SECTION AND/OR ITS SUBSECTIONS HEREIN WILL BE DISAPPROVED.

Section Number/Title:	Page Number:
1. Policy Statement	3
2. Internal Communications	5
3. External Communications	6
4. Project Description, Timeline and Trades Involved	7
5. Subcontractor Availability Analysis	8
6. Minority Business Enterprise Project Goals and Timetable	12
7. Project Reporting and Monitoring Procedures	14
8. Concluding Statement	24

SECTION 1
Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Sections 4a-60(a)(1),4a-60a(a)(1); 46a-68c, 46a-68d , P.A. 07-142, Contract Compliance Regulations Section 46a-68j-27(1)

Contractors shall create a policy statement that includes, but is not limited to, the following information:

- A. Identify the individual assigned affirmative action responsibilities;
 - B. Affirm the Contractor's commitment to achieve Equal Opportunity Employment through affirmative action for certain defined protected classes of persons;
 - C. Pledge the Contractor's best good faith efforts to attain the objectives of the plan [Sec 46a-68j-27(1)].
-

INSTRUCTIONS:

On the next page is an EXAMPLE of an *Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement* that illustrates what may be included in your company's *AA/EOE Policy Statement*.

NOTE: If your company's *AA/EOE Policy Statement* lists the protected classes or if it lists each basis (that under Connecticut Law) an employer cannot discriminate then your lists must be inclusive (for an up to date listing of prohibited forms of employment discrimination, please refer to the *Discrimination Is Illegal* notice.)

This policy statement must be signed and dated by the head of the company. The signature must be original.

SAMPLE

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYMENT POLICY STATEMENT

It is the policy and practice of XYZ Company to assure that no person will be discriminated against, or be denied the benefit of any activity, program or employment process, in areas including but not limited to recruiting, advertising, hiring, upgrading, promotion, transfer, demotion, lay off, termination, rehiring, employment, rates of pay and/or other compensation.

XYZ Company is an Affirmative Action/Equal Opportunity Employer and is strongly committed to all policies which will afford equal opportunity employment to all qualified persons without regard to age, ancestry, color, marital status (including civil union status), national origin, race, religious creed, sex, sexual orientation, mental retardation, learning disability, present or past history of mental disorder, mental disability or physical disability including, but not limited to, blindness, unless it is shown that such disability prevents performance of the work involved.

This policy and practice applies to all persons, particularly those who are members of the protected classes identified as being Black, Hispanic and others such as Asian, Native American, etc., and Women and Persons with Disabilities. XYZ Company will implement, monitor and enforce this *Affirmative Action/Equal Opportunity Employment Policy Statement* and program in conjunction with all applicable Federal and State laws, regulations and executive orders.

In order to implement our Affirmative Action/Equal Opportunity Employment Program, XYZ Company will develop written strategies and plans designated to correct any deficiencies identified. Furthermore, this policy statement, as well as the Labor and Antidiscrimination Poster, shall be posted and otherwise made known to all workers in the company's home office, each satellite office, and at each job site. Managers and supervisory staff will be advised of their responsibilities to ensure the success of this program.

Ultimate responsibility for this Affirmative Action/Equal Opportunity Employment Program will be with the (Insert Head of Company's Official). The day-to-day duties for the plan will be coordinated by (Insert the name of the company's Affirmative Action/Equal Title Opportunity Employment Officer), who is hereby designated the Affirmative Action/Equal Opportunity Employment Officer for XYZ Company.

I have expressly advised (Insert the name of the company's Affirmative Action/Equal Opportunity Employment Officer) of his/her legal responsibilities as XYZ Company's Affirmative Action/Equal Opportunity Employment Officer pursuant to the Contract Compliance Regulations Section 46a-68j-27(4).

This Set-Aside Plan has my total support and XYZ Company pledges its best good faith efforts to achieve the objectives of this Set-Aside Plan. I expect each manager, supervisor and employee of this Company to aid in the implementation of this program and be accountable for complying with the objectives of this Set-Aside Plan.

Date

(Signature)

Printed Name and Printed Title of Person Signing

SECTION 2
INTERNAL COMMUNICATIONS
Information Provided to Employees/Work Force

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Section 4a-60(a)(3); Contract Compliance Regulations Section 46a-68j-27(2)

The policy statement and a summary of the objectives of the plan shall be posted and otherwise made known to all workers. The plan shall indicate what steps the contractor undertook to make information on the plan available to its workforce [Sec. 46a-68j-27(2)].

An employer, employment agency or labor organization is required to post notices regarding statutory provisions, as the commission shall provide [C.G.S. Sec. 46a54(13)]

An employer with three or more employees is required to post in a prominent and accessible location a notice concerning the illegality of sexual harassment and the remedies available to victims of sexual harassment [C.G.S. § 46a- 54(15)]

INSTRUCTIONS:

1. Describe in your Set-Aside Plan the specific actions your company takes to communicate its Affirmative Action/Equal Opportunity Employment (AA/EOE) Policy Statement (see Section 1) and its AA/EOE hiring commitment to its workers. For example, do you distribute your AA/EOE Policy Statement (found in Section 1) to your new hires during orientation? Do you include a copy of your AA/EOE Policy Statement to all your employees with their paycheck every month? Do you post your AA/EOE Policy Statement in prominent and accessible locations? Please describe the locations.

2. Demonstrate in your AAP, that your company complies with posting requirements prohibiting discrimination by describing in detail where in your business office, and on project sites your company posts the *Discrimination Is Illegal* notice. Please attach a copy of the notice your company posts.

3. Demonstrate in your AAP, that your company complies with posting requirements prohibiting sexual harassment by describing in detail where in your business office, and on project sites your company posts the *Sexual Harassment Is Illegal* notice. Please attach a copy of the notice your company.

NOTE: Please be sure the notices that your company posts are current. You may obtain updated notices on CHRO's website at www.ct.gov/chro and clicking on *Publications* at the top of the site page.

SECTION 3
EXTERNAL COMMUNICATIONS
Information Provided to the Public

Point of Statutory and/or Regulatory Reference: Conn. Gen. Stat. Section 4a-60(a)(2), (3), 4a-60a(a)(2); Contract Compliance Regulations Sections 46a-68j-23(9), 46a-68j27(3)

The contractor shall, in all advertisements and business with the public, indicate that it is an affirmative action/equal opportunity employer. The plan shall include information on what steps the contractor undertook to advise the public concerning its affirmative action requirements; [Sec. 46a-68j-27(3)].

INSTRUCTIONS:

1. In this section of the AAP, contractors should include a statement indicating that in all advertisements **and** business with the public, it will hold itself out as an

“Affirmative Action/Equal Opportunity Employer or AA/EOE.”

2. To demonstrate your company’s commitment to its statement, please attach examples of three different forms of external communication (e.g. letterhead, letters of transmittal, bid notification, purchase order, fax cover sheet, etc.) sent out by your company indicating that you are an AA/EOE.

NOTE: If your company’s forms of external communication do not currently indicate your company is an AA/EOE, and your company’s forms of external communication are not created in-house, please include a statement ensuring that upon reordering such forms; your company’s external communication will indicate it is an AA/EOE. Please include samples of how your revised forms of external communication will appear. **Statements that have been made to such for more than one (1) year are unacceptable.**

SECTION 4
Project Description, Timeline, and Trades Involved

INSTRUCTIONS:

This section of the AAP should list the trade categories that will be needed to perform the work of this specific project (include those to be employed by your Company and all subcontractors).

1. Briefly describe the work involved in this project.
2. Estimate (mm/dd/yyyy) when construction will commence. If the project has already begun, please provide the actual project mobilization date (mm/dd/yyyy).
3. Estimate (mm/dd/yyyy) when construction will be completed. If the project is complete, then please provide the project end date (mm/dd/yyyy).
4. List all of the types of “trades”-related work to be performed on this project that your company will be hiring a subcontractor(s) to perform (do not provide the name of the subcontractor(s), just identify the trade). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all trades required to be performed on this project.**
5. List all specific types of materials to be used for this project that your company will be hiring a Vendor(s) to supply (do not provide the name of the vendor(s) just identify the type of supplies/materials to be provided). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all materials required to be utilized for the completion of this project.**
6. List all specific types of non trades-related services to be used for this project that your company will hire a service company to provide (do not provide the name of the company just identify the type of services to be provided). **Attach a copy of the applicable section of the agency bid document (i.e., Project Manual, ITB, etc.), that specifies all non-trades-related services to be utilized for the completion of this project.**
 Ex: Port-a-lets
 Trucking Driver Only – No Labor Involved
7. List the any circumstance for which you will be hiring a broker. Do not list the name of the brokerage firm.
8. List all trades that will be performed by your company’s employees.
9. List all supplies that will be manufactured by your company for use on this project.

SECTION 5
Subcontractor Availability Analysis

Point of Statutory and/or Regulatory Reference: Connecticut General Statutes section 4a-60 and 4a-60g as amended by Public Act 09-158; and Regulations of Connecticut State Agencies Section 46a-68j-28(2):

Applicable portions of the general statutes subsections of Section 4a-60(a) as amended state:

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(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; and

(5) The contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(f) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

Regulations of Connecticut State Agencies §46a-68j-28(2) states the following:

Sec. 46a-68j-28. Elements of plans required by Section 46a-68d of the Connecticut General Statutes as amended by Section 4 of Public Act 89-253.

In addition to the elements in Section 46a-68j-27, plans subject to the requirements of Section 46a-68d of the Connecticut General Statutes as amended shall contain the following elements as described below:

2. *Subcontractor Availability Analysis.* When a contractor intends to subcontract all or part of the work to be performed under a State contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the Department of Administrative Services, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises from. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials;

Also see Conn. Gen. Stat. sections 4a-60g, 46a-68b, §46a-68c, §46a-68d and §46a-68e.

When a contractor intends to subcontract all or part of the work to be performed under a state contract to one or more subcontractors, the contractor shall consult the listing of minority business enterprises maintained by the Department of Administrative Services, the practical experience of other contractors, contacts developed by the contractor itself, trade publications and similar sources to develop a base from which the contractor might reasonably be expected to draw minority business enterprises. The plan shall indicate what sources were consulted and whether the enterprise was ready and able to perform the required work or supply necessary materials [Sec. 46a-68j-28(2)].

INSTRUCTIONS: Use WBE for a woman owned business, MBE for an ethnic minority owned business, DisBE for a business owned by a person(s) with a disability, and SBE for a small business that is not one of the aforementioned.

Design/Build Projects: When projects are design/build (or similar as in multi-phase contracts) where subcontractors/vendors are solicited for bids at different stages of the project, Contractors must continuously file this section at each stage of the bidding process, until the Contractor has provided evidence of its good faith efforts to achieve the set-aside goals at each stage.

PART A: List all the sources used by the company to find S/M/W/DisBE subcontractors and/or vendors for this project only.

- Ex: DAS Supplier Diversity Website www.webaddress.com
- Minority Contractor Weekly 1234 Diversity Lane, Hartford, CT 06010
(See attached ad as it appeared in the weekly)
- Women In Construction Lisa Doe,
Business Construction Recruiter
5678 Diversity Lane, Hartford, CT 06010
- Ready and Able Ron Doe
Disabled Construction Recruiter
9101 Diversity Lane, Hartford, CT 06010

PART B: List every SBE/MBE/WBE/DisBE subcontractor and/or vendor that your company solicited to bid on this contract, as shown in the example below. Indicate each subcontractor’s trade(s). Indicate why you solicited each of the listed DAS certified companies, as shown in the example below (i.e. to perform what trade or to supply what materials/services).

- | | | |
|------------------------|-------|-------------------|
| Ex: ABC Construction | SBE | Carpentry |
| Carpenter’s LLC | DisBE | Carpentry |
| Hard Knocks Woodwork | MBE | Carpentry |
| Rumor Mill | MBE | Mill Work |
| The Mill Worm | MBE | Mill Work |
| Piece Mill | WBE | Mill Work |
| XYZ Material Suppliers | WBE | Hardwood Supplier |
| Best Floor Co. | DisBE | Hardwood Supplier |
| Got 2 Go | MBE | Port a lets |
| Number 1 | SBE | Port a lets |
| When Nature Call | SBE | Port a lets |

PART C: Indicate what became of each DAS certified subcontractor/vendor you listed in Part B during the bidding process. You must be able to explain and document to CHRO the reason(s) why your company did not award a subcontract to the companies you solicited in Part B, as shown in the example below, thus a vague response such as “Bid Received”, “Called/Left Message”, “Said Will Bid”, etc. are insufficient. Use “Awarded” as the only bid result for those companies that you will utilize for this project.

- | | |
|----------------------|----------------|
| Ex: ABC Construction | Bid Incomplete |
| Carpenter’s LLC | Bid Too High |
| Hard Knocks Woodwork | Bid Too High |
| Rumor Mill | Awarded |

The Mill Worm	Bid Too High
Piece Mill	Bid Not Accepted – Received Late
XYZ Material Suppliers	Bid Too High
Best Floor Co.	Bid Too High
Got 2 Go	Bid Too High
Number One	Refused To Bid
When Nature Calls	Scheduling Conflict

PART D: List all non-DAS certified companies (including brokers) that you expect to perform on this project or to supply material/services (i.e. companies not already accounted for in Part B & Part C). This list must inform CHRO what trades, materials, or services the companies listed will provide. Any company performing a specialized trade or supplying specialized materials/services must be indicated and accompanied by a letter attesting to such from (i.e. signed) by the awarding agency. See the example below.

Ex: Color Coded Painting, LLC	Carpentry
Pristine Port a lets	Port a lets
Boltz, Inc.	High and Low Voltage Installation*

* The electrical portion of this project is specialized and can only be performed by Boltz, Inc. Please see the attached letter verifying such, in detail, from the project manager at the awarding agency.

****** RECORDS RETENTION NOTICE ******

PLEASE BE ADVISED THAT CHRO IS AUTHORIZED TO AUDIT YOUR COMPANY RECORDS REGARDING CONTRACT COMPLIANCE AT ANY TIME DURING OR AFTER THE PERFORMANCE OF YOUR PROJECT. IT IS RECOMMENDED THAT YOU DEVELOP AND MAINTAIN DETAILED RECORDS OF YOUR SOLICITATION OF AND RESPONSES FROM EACH COMPANY LISTED IN THIS SECTION (E.G.: A DETAILED RECORD OF YOU GOOD FAITH EFFORTS), IN THE EVENT CHRO REQUESTS DOCUMENTATION OF THE SAME. CONN. GEN. STAT. §4A-60(A)(5), §4A-60G(G).

ONLY THE STANDARD SERVICE FEE(S) CHARGE BY A BROKER WILL BE CALCULATED TOWARD YOUR ACTUAL SET-ASIDE GOAL ACHIEVEMENT. CHRO MAY REQUIRE A COPY OF THE BROKER'S INVOICE AND OTHER DOCUMENTATION, AS NEEDED BY CHRO, TO DETERMINE THE ACTUAL PERCENTAGE OF PERFORMANCE BY THE BROKER ON THE CONTRACT AMOUNT INDICATED ON THE ATTACHMENT III.

SECTION 6 Minority Business Enterprise Goals and Timetables.

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-28(3)

Based upon the availability of minority business enterprises calculated in Sec 46a-68j-28(2), the contractor shall set goals for awarding all or a reasonable portion of the contract to qualified minority business enterprises. The Plan shall detail what steps it took to make such opportunities available (Sec. 46a-68j28(3)).

Design/Build Projects: When projects are design/build (or similar as in multi-phase contracts) where subcontractors are solicited for bids at different stages of the project, Contractors must file Attachment IIIa see Section 12) by week, month, or quarter (as determined by CHRO) listing all SBE/MBE/WBE/DisBEs subcontractors/vendors with whom contracts have been signed during that period.

INSTRUCTIONS:

On Attachment III :

- Provide all the information requested in the Attachment III.
- List all the MBE's, WBE's, and DisBE's you designated in Section 11, Part C as "Awarded" in the top portion ("A") of Attachment III.
- List all the SBE's you designated in Section 11, Part C as "Awarded" in the bottom portion ("B") of Attachment III.
- Input all percentages requested in the Attachment III.

Once your Plan is approved, you may not add or delete any of the companies nor alter any of the contract values as listed on the Attachment III of your approved plan, except as follows.

Attachment III may be altered after your Plan is approved only if you submit:

I. A Cover Letter:

- A) requesting acknowledgement of the change;
- B) detailing why CHRO should grant the change; and
- C) documentation to support your request in the follow forms:
 - 1) if requesting acknowledgement of a removal: out of business verification, Change Order eliminating a subcontractor's portion of the project from the awarding agency, etc.);
 - 2) if requesting acknowledgement of an addition: a copy of the current DAS certification; and

II. A Revised Attachment III bearing the MM/DD/YYYY of the revision and incorporating the requested change.

NOTE: Upon a project's completion, only those companies that are listed on the latest approved Attachment III, and who have maintained a current DAS certification throughout the duration of the project, will be utilized in CHRO's final calculations of actual goal achievement upon the project's completion.

Attachment III

Small Contractor and Minority Business Enterprise Goals and/or “Good Faith Effort”

Total Project Value is \$ _____. Project has SBE requirement of _____ %, which include MBE requirement of _____%; OR, Project requires only “good faith effort” for MBE contractors _____.

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

Company Name	Address	DAS Certification Type (MBE/WBE/DisBE)	DAS Certification Expiration Date	Contract Value
			Total amount of MBE, WBE, & DisBE contract values: \$ _____	(Total amount of MBE, WBE, & DisBE contract values ÷ project value x 100) = _____%

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

Company Name	Address	DAS Certification Type (SBE)	DAS Certification Expiration Date	Contract Value
			Total amount of SBE contract values: \$ _____	Total amount of SBE contract values ÷ project value x 100= _____%
Total amount of all contract values listed in A & B =				Total amount of all contract values listed in A & B ÷ project value x 100 = _____%

Please use additional sheets if necessary

****** CHRO encourages your company to not just meet its set-aside goals, but to surpass them in order to ensure project circumstances (i.e. delays, change orders, decrease between estimate amount and contract amount, etc.) does not cause your company to fall below its set-aside goals achieved in its approved Set-Aside Plan.******

A current copy of the DAS certificate must be attached to this section for each subcontractor/vendor listed on Attachment III. ***Without a current copy of each company’s current DAS certification, the value of the contract will not be taken into account for the determination of whether your company has met its set-aside goals.***

For projects with the Connecticut Department of Public Works (DPW), the general contractor cannot utilize its DAS Certification for the purpose of achieving the set-aside goals.

SECTION 7 Project Reporting and Monitoring Procedures

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-23(6), 46a-68j-23(8), Conn. Gen. Stat. Section 4a-60(a)(5), 46a-68e

Each contractor shall file, and shall cause each of his subcontractors to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs, and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe (C.G.S. Sec. 46a-68e).

INSTRUCTIONS:

Please provide a statement that your company will file all monthly and quarterly reports as directed by CHRO, and will require its subcontractors and/or vendors to do likewise. This statement should also indicate that your company will forward the original reports to CHRO, and copies will be sent to the awarding agency.

- Forms are due each month of the project's duration with filing to commence thirty (30) days after the project's start date.
- Forms must contain original signatures, printed names & titles of persons signing.
- A copy must be kept at the General Contractor, Subcontractor, Supplier or Service Provider's office for reference when filing Form 257b.
- A copy of all reports must be sent to the awarding agency.

I. General Contractor:

- Form 257 (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started.
 - For the months employee(s) did not work on the project site, fill out one form for each month & check the box marked "Did not perform work on this project for this month" which is located at the bottom of the form.
 - If employee(s) then returned to the project site and began working after the months they were not working at the project site, fill out a Form 257, one for each month.

Ex: If employee(s) did not work in Jan. fill out a Form 257 for the month of Jan. & check the "Did not perform work on this project for this month" box.

If employee(s) worked Feb & Mar fill out a Form 257, one for each month, indicating the hours these employees worked during those months.

- The last month any of the employee(s) worked on the job (i.e. the month the company walked off the project site) fill out a Form 257 & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
- Form 257a (Monthly Employment Utilization Report)
 - Fill out every month from the date that the project started only if “On Site Personnel (Other than Trade Workers)” worked on the job.
 - Follow instructions above for Form 257 when a non-trade worker employee is on the site.
 - If no non-trade worker employee(s) are on the site, do not submit Form 257a.
- Form 257b (Cumulative Employment Utilization Report)
 - The last month any of the employee(s) worked at the project site, the fill out a Form 257b (as well as the FINAL Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - Form 257b is a total of all the work hours the employees have worked on the project. Therefore, if you add up all of the hours from each of the Form 257’s that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.
- Punch List Items or Other Events
 - If an employee returns to the job to do punch list items or other events after filling out **FINAL** filings a Revised FINAL Form 257 for the months that they worked on the punch list items, as well as a Revised FINAL Form 257b must be filed.
 - These revised reports should be marked in BIG BOLD letters “REVISED MM/DD/YYYY.”
- Form 258a (Monthly Payment Status Reports)
 - If the project’s anticipated duration is 12 months or less, fill out Form 258a every month from the date that the project started except for the project’s quarter months.
 - Ex: If the project began in Jan., fill out Form 258a for Jan., Feb., but not for March (e.g. third month of the project, thus the project’s quarter month).
 - If you are filing out a Form 258a for the last month of the project write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - If the project’s anticipated duration is in excess of 12 months, do not fill out Form 258a.

- Form 258 (Quarterly Payment Status Report)
 - If the project’s anticipated duration is in excess of 12 month, fill out Form 258 every project quarter month from the date the project started.
 - The Form 258 filed for the last quarter of the project’s duration must indicate **“FINAL”** in BIG BOLD letters.

The General Contractor sends the following reports to CHRO:

- Form 2528a (Monthly Small Contractor and Minority Business Enterprise Payment Status Report).
- Form 258 (Quarterly Small Contractor and Minority Business Enterprise Payment Status Report).
- Form 257 & Form 257a (Monthly Employment Utilization Report) from subcontractors.
- Form 257 & Form 257a (Monthly Employment Utilization Report) from the General Contractor .
- Form 257b (Cumulative Employment Utilization Report) from subcontractors & the General Contractor.
- Form 259 (Monthly Materials Consumption Report) from Material Suppliers & Service Providers.

II. Material Suppliers/Service Providers:

- Form 259 (Monthly Materials Consumption Report)
 - Material Supplier/Service Supplier submits every month from the date that the project started. The officer of the company signs in the box that corresponds as to whether they “Did Supply Materials” that month or they “Did Not Supply Materials” that month.
 - At the end of the last month in which the material/servicer provider provided material or service for this project, the officer of the company must write at the bottom of the form in BIG BOLD letters **FINAL**.

III. Subcontractors (Sub):

- Form 257 (Monthly Employment Utilization Report)
 - Sub submits every month from the date that the project started and not from the date that specific sub began.
 - For the months in which the sub did not work on the project site, the sub still fills out one Form 257 for each month & checks the box marked “Did not perform work on this project for this month” which is located at the bottom of the form.

- For whatever months the sub does work on the project site, the sub fills out a Form 257, one for each month indicated the hours its employee(s) worked on the project for the month specified on the Form 257.
 - EX: If the sub did not work in Jan. they fill out Form 257 & check the “Did not perform work on this project for this month” box.
 - If the sub worked Feb. & March they fill out the hours on Form 257, one for each month.
 - If the sub finishes its work in April they fill out Form 257 & write at the bottom of the form in BIG BOLD letters **“FINAL”**.

- Form 257a (Monthly Employment Utilization Report)
 - Sub submits every month from the date that the project started only if “On Site Personnel (Other than Trade Workers)” worked on the job.
 - Follow instructions above for Form 257 when a non-trade worker employee is on site.
 - If no non-trade worker employees are on the site, then the sub need not submit Form 257a.

- Form 257b (Cumulative Employment Utilization Report)
 - The last month the sub finishes its work on the project site, that sub must fill out Form 257b (as well as a **FINAL** Form 257 mentioned above) & write at the bottom of the form in BIG BOLD letters **“FINAL”**.
 - Form 257b is a total of all the work hours the trade personnel have worked on the project. Therefore, if you add up all of the hours for each of the Form 257s that have been filed for this project, that number should correspond with the number of total work hours reported on the Form 257b.

- Punch List Items or Other Events
 - If a sub returns to the job to do punch list items or other events after filling out **FINAL** filings, a Revised Final Form 257 for the months that they worked on the punch list items, as well as a Revised Form 257b must be filed.
 - These revised reports should be marked in BIG BOLD letters “REVISED MM/DD/YYYY.”

Additional copies of CHRO forms and further instructions can be obtained by logging onto www.ct.gov/chro and clicking on “Forms” and then selecting the required from under the second heading “Form and Reports for Construction Workers.”

Commission on Human Rights and Opportunities Contract Compliance Unit 25 Sigourney Street Floor 7 Hartford CT 06106	1. MONTHLY EMPLOYMENT UTILIZATION REPORT <i>(FORM chro cc-257)</i>	PROJECT AREA (MSA): _____ 2. EMPLOYERS FEIN NO. _____	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____
--	---	--	--	---

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

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

1. <input type="checkbox"/> COMPANY OFFICIALS SIGNATURE, PRINTED NAME AND PRINTED TITLE	12. TELEPHONE NUMBER (Including area code)	13. DATE SIGNED	PAGE _____ OF _____
---	--	-----------------	---------------------

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

Commission on Human Rights and Opportunities Contract Compliance Unit 25 Sigourney Street Floor 7 Hartford CT 06106	1. MONTHLY EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257A)	PROJECT AREA (MSA): _____ 2. EMPLOYER'S FEIN NO. _____	3. PROJECT AAP GOALS MINORITY: _____ FEMALE: _____	4. REPORTING PERIOD FROM: _____ TO: _____																
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:		NAME AND LOCATION OF CONTRACTOR (submitting report):		STATE AWARDDING AGENCY:																
5. ON SITE PERSONNEL (OTHER THAN TRADE WORKERS) <i>(please identify specific job title)</i>	6. WORK HOURS OF WORKERS (OTHER THAN TRADE WORKERS) EMPLOYED ON PROJECT										9. TOTAL NUMBER OF EMPLOYEES	10. TOTAL NUMBER OF MINORITY EMPLOYEES								
	6a. TOTAL HOURS BY TRADE	6b. BLACK (Not of Hispanic Origin)	6c. HISPANIC	6d. ASIAN OR PACIFIC ISLANDERS	6e. AMERICAN INDIAN OR ALASKAN NATIVE	7. MINORITY PERCENT	8. FEMALE PERCENT	M F	M F	M F			M F							
GRAND TOTAL WORKERS																				
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE				12. TELEPHONE NUMBER (Including area code)				13. DATE SIGNED				PAGE _____ OF _____								

Form CHRO 257a

Commission on Human Rights and Opportunities Contract Compliance Unit 25 Sigourney Street Floor 7 Hartford CT 06106		1. CUMULATIVE EMPLOYMENT UTILIZATION REPORT (FORM chro cc-257b)		PROJECT AREA (MSA): _____		2. EMPLOYERS FEIN NO. _____		3. PROJECT PLAN GOALS MINORITY: _____ FEMALE: _____		4. PROJECT DURATION START DATE: _____ END DATE : _____							
GENERAL CONTRACTOR: PROJECT NAME: CONTRACT NUMBER:				NAME AND LOCATION OF CONTRACTOR (submitting report):				STATE AWARDING AGENCY:									
5. CONSTRUCTION TRADE (please identify)	6. CUMULATIVE WORK HOURS OF TRADE WORKERS EMPLOYED ON PROJECT CLASSIFICATION	6a. CUMULATIVE HOURS BY TRADE		6b. BLACK (Not of Hispanic Origin)		6c. HISPANIC		6d. ASIAN OR PACIFIC ISLANDERS		6e. AMERICAN INDIAN OR ALASKAN NATIVE		7. CUMULATIVE MINORITY PERCENT	8. CUMULATIVE FEMALE PERCENT	9. CUMULATIVE NUMBER OF EMPLOYEES		10. CUMULATIVE NUMBER OF MINORITY EMPLOYEES	
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
	Journey Worker Apprentice Trainee CUMULATIVE TOTAL																
CUMULATIVE TOTAL JOURNEY WORKERS																	
CUMULATIVE TOTAL APPRENTICES																	
CUMULATIVE TOTAL TRAINEES																	
CUMULATIVE GRAND TOTAL																	
11. COMPANY OFFICIALS SIGNATURE , PRINTED NAME AND PRINTED TITLE				12. TELEPHONE NUMBER (Including area code)				13. DATE SIGNED				PAGE _____ OF _____					

FORM CHRO 257b

**** NOTE: The purpose of this report is to be a CUMULATIVE Employment Utilization Report (257b); cumulative meaning the total sum of all the 257s filed by your company throughout the duration of this project. Please submit this Cumulative Employment Utilization Report (257b) with your FINAL 257 filing. If punch list items or other events require your company to return to the project after such filings, than please submit a Revised 257b with your Revised FINAL 257.**

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

Month Ending _____

- 1) General Contractor Name
- 2) State Contract Number
- 3) State Contract Award Agency
- 4) Project Name 5) Estimated Completion Date _____
- 6) Project Value 7) Percent Completed to Date _____
(Indicate & attach all Change Orders)
- 9) Actual Project Mobilization Date (MM/DD/YYYY)
- 10) Listing of all small contractors and minority business enterprise contractors on the project to comply with contractual small business set aside provisions:

Company Name	Total Contract Amount <i>(Indicate & attach all Change Orders)</i>	Total Payment this Month	Total Payment to Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Company Official

Date of Report

Printed Name and Printed Title of Person Signing

- Copy: 1) Contract Awarding Agency
2) Commission on Human Rights & Opportunities
25 Sigourney Street Floor 7, Hartford CT 06106

Form CHRO 258a (for projects less than 12 months or as directed by CHRO).

MONTHLY MATERIALS CONSUMPTION REPORT

(CHRO FORM-259)

<p>Contract Compliance Unit Affirmative/Action Contract Compliance Division The Commission on Human Rights and Opportunities State of Connecticut Administrative Headquarters 25 Sigourney Street Floor 7 Hartford CT 06106</p>	<p align="center"><u>MONTHLY MATERIALS CONSUMPTION REPORT</u></p> <p align="center">(CHRO FORM-259)*</p> <p>* TO BE FILLED OUT BY SBE/MBE/WBE/DIS CONTRACTORS/VENDORS WHOSE SOLE ROLE IN THE CONTRACT DESCRIBED BELOW IS THAT OF A "SUPPLIER OF MATERIALS."</p>
<p>NAME AND ADDRESS OF SBE/MBE/WBE/DIS CONTRACTOR/VENDOR (submitting report):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>STATE CONTRACT NUMBER: _____</p> <p>PROJECT NAME: _____</p> <p>STATE AWARDING AGENCY _____</p> <p>REPORTING PERIOD FROM: _____ TO: _____</p>
<p>The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID SUPPLY MATERIALS</u> to the General Contractor, or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract.</p> <p>I Agree: _____ /Date: _____</p> <p>Signature of the Head of the Company</p> <p>_____</p> <p>Printed Name and Printed Title of Person Signing</p>	<p>The SBE/MBE/WBE/DIS Contractor / Vendor, submitting this report, <u>DID NOT SUPPLY MATERIALS</u> to the General Contractor or its Subcontractors, for the monthly reporting period listed above and for use in the aforesaid contract.</p> <p>I Agree: _____ /Date:-- _____</p> <p>Signature of the Head of the Company</p> <p>_____</p> <p>Printed Name and Printed Title of Person Signing</p>

SECTION 8
Concluding Statement

Point of Statutory and/or Regulatory Reference: Contract Compliance Regulations Section 46a-68j-27(10)

Set-Aside Plans shall contain a concluding provision signed and dated by the contractor stating that the contractor:

- A) has read the plan and that the contents of the plan are true and correct to the best of his or her knowledge and belief;

 - B) pledges his or her best good faith efforts to achieve the objectives of the plan within established timetables.
-

INSTRUCTIONS:

The *Concluding Statement* must be signed and dated by the head of the company and by the AA/EOE Officer. The signatures must be original.

SAMPLE

CONCLUDING STATEMENT

I have read and pledge my full support to all sections of this Set-Aside Plan, and the commitments therein, are true and correct to the best of my knowledge and I pledge my “best good faith efforts” to achieve the objectives of the Plan within the established time frames.

The implementation of the goals in this Plan will be evidence that XYZ Company is willing to cooperate with the Commission on Human Rights and Opportunities in its effort to promote Equal Opportunity Employment and affirmative action in the State of Connecticut. I will continue my commitment and total support to the principles of a strong Set-Aside Plan for this Company.

Date

Head of Company’s Signature

Printed Name and Printed Title

Date

AA/EOE Officer’s Signature

Printed Name

SUBCONTRACTOR AGREEMENT

This Agreement, as negotiated herein, is entered into by and between _____, "Subcontractor" and _____, "Contractor."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Subcontractor and the Contractor hereby agree as follows:

Article 1. Statement of Work:

From time to time, Subcontractor may provide services to Contractor. In addition to the terms and conditions negotiated by the parties for particular projects, Contractor and Subcontractor hereby agree that the terms and conditions of this Subcontractor Agreement (the "Agreement") shall apply whenever Subcontractor provides services to Contractor.

Article 2. Insurance:

The Subcontractor, at its own expense, shall obtain and maintain in full force and effect, without interruption during the term of the Agreement, the following minimum levels of insurance:

- A. Workers' Compensation insurance covering the legal liability of the Contractor and its Subcontractors under the applicable workers' compensation or occupational disease laws for claims for personal injuries and death resulting there from to the Contractor and its Subcontractor's employees. The Subcontractor shall also obtain a minimum of \$500,000 of Employers' Liability insurance. Certificates of insurance must include a waiver of subrogation in favor of Contractor.
- B. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries (including death) and property damage resulting there from arising out of the services to be performed by the Subcontractor, in an amount not less than \$500,000 for any one occurrence, \$1,000,000 general aggregate (subject to a per project general aggregate provision), \$1,000,000 Products/Completed Operations aggregate limit. Commercial General Liability insurance shall be obtained and shall include broad form contractual liability coverage, products/completed operations, cross liability, severability of interest and broad form property damage (if required), and Contractor as well as its directors, officers and employees shall be named as an additional insured on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Form CG 20 10 07 04 and CG 20 37 07 04 must be shown on the certificate of insurance or its equivalent.
- C. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of the Subcontractor who may be engaged in the services, for claims for personal injuries and death resulting there from and for property belonging to other than the Subcontractor caused by highway licensed vehicles of or used by the Subcontractor in an amount not less than: (i) \$500,000 for any one person; (ii) \$500,000 for bodily injury for any one occurrence; and (iii) \$500,000 for property damage for any one occurrence. Automobile Liability insurance shall provide coverage for owned, hired or non-owned automobile or other automotive equipment and Contractor shall be named as an additional insured on such policy.

The Subcontractor's insurance coverage shall be primary insurance as respects work on this project for Contractor, its directors, officers, and employees. Any insurance or self-insurance maintained by Contractor shall be excess of the Subcontractor's insurance. The Subcontractor, in its agreements with subcontractors, shall require subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section. The Subcontractor hereby waives and relinquishes any right of subrogation against Contractor and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act. Subcontractor shall

require its insurer to notify Contractor thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies. To the extent that the Subcontractor utilizes deductibles in conjunction with the insurance required by this Agreement, all deductible expenses will be assumed by the Subcontractor. Insurance shall be placed with insurers with a Best rating of not less than A-

Article 4. Indemnification and Arbitration:

The work performed by the Subcontractor shall be at the risk of the Subcontractor exclusively. Subcontractor hereby indemnifies and holds Contractor, its parent and affiliates and their respective officers, directors, employees and agents, harmless from and against any and all claims, actions, losses, judgments, or expenses, including reasonable attorneys fees, arising from or in any way connected with the work performed, materials furnished, or services provided to Contractor during the term of this Agreement.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party in any arbitration concerning this Agreement shall be entitled to reasonable attorneys' fees.

Article 5. Warranty:

Subcontractor warrants its work for a period of _____ year(s) against all defects in materials or workmanship.

Article 6. Miscellaneous:

Subcontractor is an independent contractor and not an employee of Contractor.

This Agreement shall be in full force and effect from the date of signing unless canceled in writing by either party with thirty (30) days' written notice. The cancellation of this Agreement shall not negate any term or condition, such as the indemnity or insurance requirements.

This Agreement is governed by the laws of the State of Georgia. Any amendment(s) must be given in writing.

SUBCONTRACTOR

CONTRACTOR

Company: _____

Company: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

This sample agreement is for informational purposes only and should not be considered legal advice. Builders Insurance accepts no legal responsibility for the correctness or completeness of this material. We recommend that you consult with your legal counsel and agent regarding your individual circumstances.



(/)


[Shingle Features](#)
[Shingle Colors](#)
[Photo Gallery](#)
[\(/Roofing/Residential/Products/Shingles/Timberline/ArmorShield/Features\)](#)
[Instructions, Warranties & Codes](#)
[Product Reviews](#)
[\(/Roofing/Residential/Products/Shingles/Timberline/ArmorShield/Documents\)](#)
[\(/Roofing/Residential/Products/Shingles/Timberline/ArmorShield/Reviews\)](#)

Timberline® ArmorShield™ II Shingles - Shingle Features

Timberline® ArmorShield™ II Impact-Resistant Shingles

Potential Insurance Savings And Extra Protection — With The Beauty of Timberline® Shingles

Compare These Benefits...

- **Potential Insurance Savings...**

Passes UL 2218 Class 4 impact test, and may qualify for insurance discounts of up to 30% or more (check with your insurance agent). Each shingle is labeled with special information needed to qualify for premium discounts according to the requirements of the Texas Department of Insurance—a standard that most hail insurers accept

- **Superior Wind Performance...**

Meets Class F wind rating from Underwriters Laboratories— the highest rating possible. Dura Grip™ Adhesive seals each shingle tightly and reduces the risk of shingle blow-off. Shingles warranted to withstand maximum wind gusts of up to 130 mph!

- **Impact Resistant...**

Passes UL 2218 Class 4, UL's toughest impact test (shingles show no evidence of cracks or ruptures on front or back immediately after passing). Compare to "standard" shingles, which may have ruptures or cracks visible on the surface or back immediately after large hail impact.

- **Exceptional Protection...**

Revolutionary design includes FLX™ formula for rubber-like flexibility and maximum impact resistance

- **High-Performance...**

Designed with Advanced Protection® Technology, which minimizes the use of natural resources while providing superior protection (visit www.gaf.com/aps (/APS/Default.aspx) to learn more)

- **Safer...**

Class A fire rating from Underwriters Laboratories—the highest rating possible (unlike most wood shakes with a Class C fire rating)

- **StainGuard® Protection...**

Helps ensure the beauty of your roof against unsightly blue-green algae [\(See Details\)](#)

- **Peace Of Mind...**

Lifetime ltd. transferable warranty with Smart Choice[®] Protection (non-prorated material and installation coverage) for the first ten years [\(See Details\)](#)

- **Starter Strips...**

WeatherBlocker[™] or Pro-Start[™] Pre-Cut Starter Strip Shingles provide an upgrade that can save time, eliminate waste, and reduce the risk of blow-off by tightly locking your shingles in place along the rakes and eaves

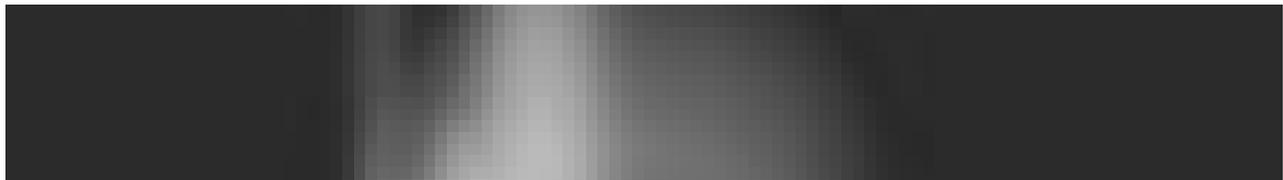
- **Ridge Cap Shingles...**

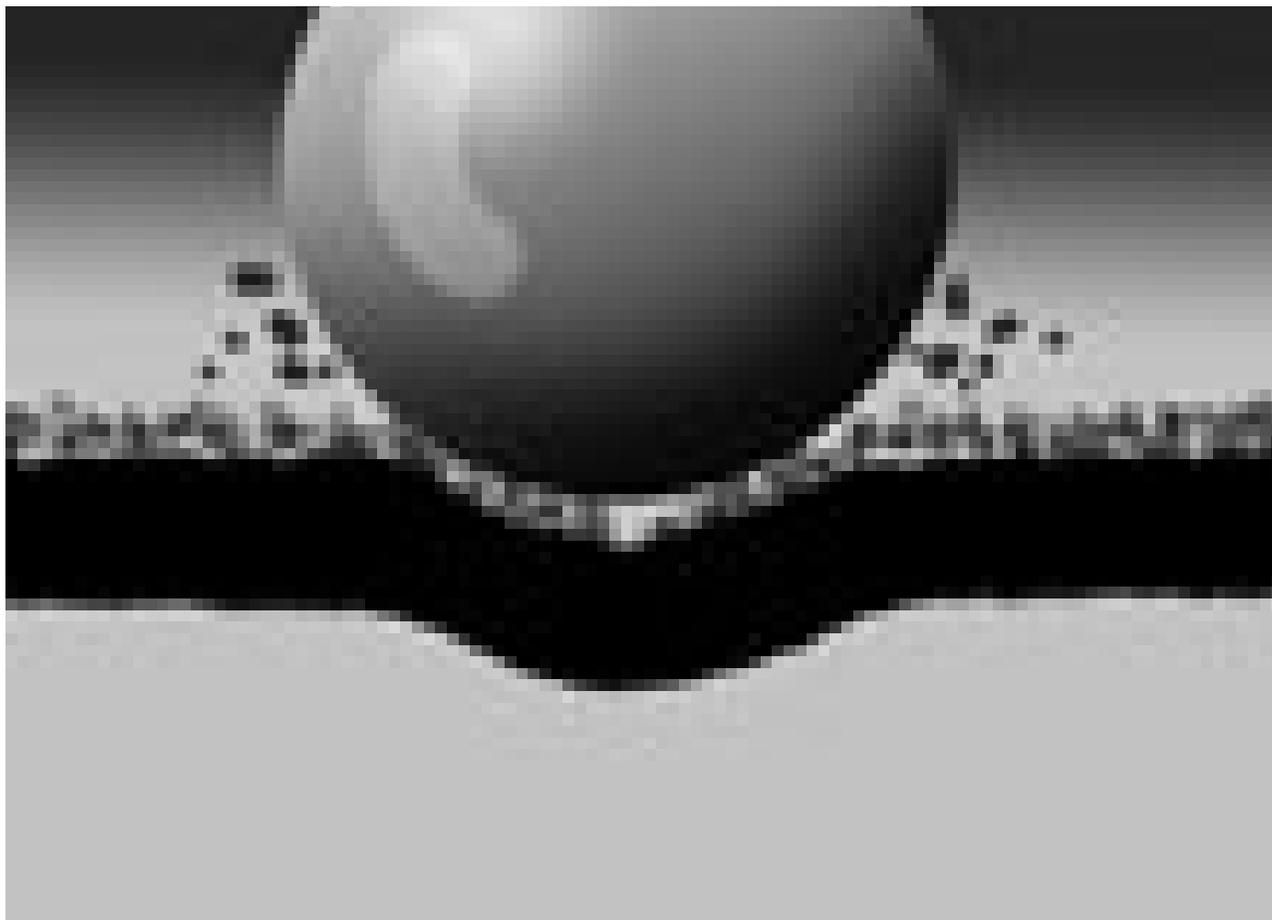
For maximum insurance savings, use only Seal-A-Ridge[®] ArmorShield[™], UL 2218 Class 4 Ridge Cap Shingles. They're also a unique color match to the Timberline[®] ArmorShield[™] II Shingles

Meets Highest Impact Resistance Rating...

The UL 2218 impact test was developed in conjunction with insurance industry leaders — and ArmorShield[™] II Shingles pass Class 4 — the highest rating possible. Check with your insurance agent about potential savings on your homeowners insurance.

Quick Facts About The UL 2218 Class 4 "Impact" Test





Results on a special UL Class 4 shingle... impact-resistant shingles show no evidence of tears, cracks, or ruptures on front or back after impact

What You Should Know About This Test...

- **Forceful Impact...**

The test simulates hailstorms impacting a roof at a speed of over 70 mph!

- **Potential Leaks...**

Shingles that fail the impact test are more likely to allow water to leak into your home

- **No warranty improvement...**

GAF's warranty does not cover hail damage even for shingles that pass this test

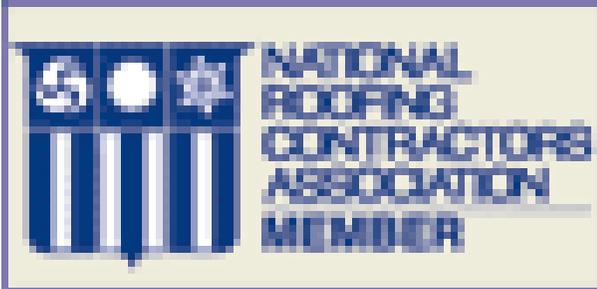


LTD. WARRANTY TERM





In the U.S.



In the U.S.



Specifications

Timberline® ArmorShield™ II Shingles

- Passes UL 2218 Impact Test with Class 4 rating (highest possible)
- FLX™ formula for flexibility and maximum impact resistance
- Lifetime Ltd. transferable warranty ([See Details](#))
- Fiberglass asphalt construction
- Size: 13-1/4" x 38-3/4" with 5-5/8" exposure
- StainGuard® Protection
- Class A fire rating from UL
- ASTM D7158 Class H, 150 mph
- ASTM D3018 Type 1, ASTM D3161 Class F, ASTM D3462 ([See Details](#))
- Approx. 66 Pieces/Sq.
- Approx. 3 Bundles/Sq.
- Approx. 264 Nails/Sq.
- Florida Building Code approved
- Miami-Dade County Product Control Approved
- Meets or exceeds the requirements of the Texas Dept. of Insurance
- ICC-ES Report ESR#1475
- CSA 123.5-98

Seal-A-Ridge® ArmorShield™ Ridge Cap Shingles

- Passes UL 2218 Impact Test with Class 4 rating (highest possible)
- FLX™ formula for flexibility and maximum impact resistance
- Fiberglass Asphalt Construction
- 5" Exposure
- Size: approximately 12" x 12"
- UL 790 Class A Fire Rated
- StainGuard® Protection
- Florida Building Code Approved
- ICC-ES Report ESR# 1475
- Dade County Approved
- CSA 123.5-98
- 4 Bundles cover approximately 100 linear feet
- Use minimum 2 nails per piece
- Approximately 60 pieces/bundle



(/Roofing/Residential/Shingle_Style_Guide)

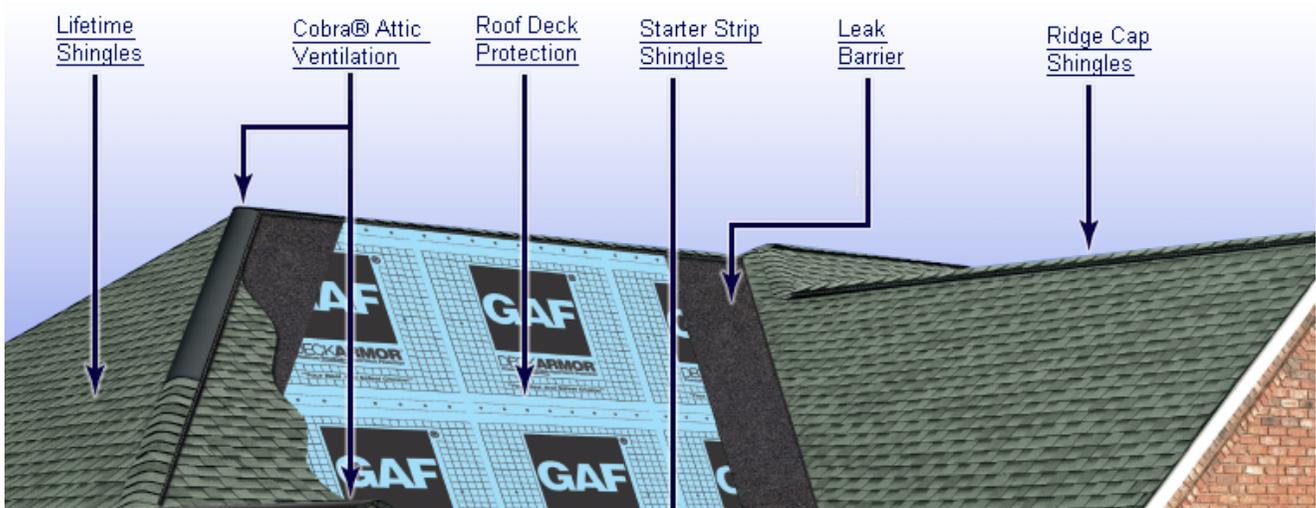
Get Automatic Lifetime Protection On Your Timberline® Armor Shield™ Shingles and Your Entire GAF Roofing System!



What Is The Lifetime Roofing System? (/Roofing/Residential/Products)

YOU GET:

- A Lifetime ltd. warranty... on your shingles and all qualifying GAF accessories! [\(See Details\)](#)
- Non-prorated coverage for the first 10 years [\(See Details\)](#)



REGULATIONS OF CONNECTICUT STATE AGENCIES
TITLE 4A. ADMINISTRATIVE SERVICES
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE PURCHASING PROCEDURES

The Connecticut Regulations titles are current with
material published in Conn.L.J. through 7/2/02.

Sec. 4a-52-1. Definitions

As used in sections 4a-52-1 to 4a-52-22, inclusive:

(a) "Agency" includes any officer, department, board, council, commission, institution or other agency of the executive department of the state government.

(b) "Bid" means an offer, submitted in response to an invitation to bid, to furnish supplies, materials, equipment or contractual services to the state under certain prescribed conditions at a stated price.

(c) "Bidder" means any person, firm or corporation submitting a bid on an invitation to bid or a solicitation, oral or written, issued by the Commissioner.

(d) "Commissioner" means the Commissioner of Administrative Services, state of Connecticut.

(e) "Competitive negotiation" means a method for contracting for supplies, materials, equipment or contractual services, whereby proposals are solicited from qualified suppliers, following submission of which changes in proposals and prices are allowed, and the proposal deemed by the awarding authority to be most advantageous in terms of criteria as designated in the Request for Proposals is accepted.

(f) "Contract" means the agreement reached when the state accepts an offer of a bidder to furnish supplies, materials, equipment or contractual services at a stated price in response to an invitation to bid or competitive negotiation.

(g) "Contractor" means any person, firm or corporation to whom a contract is awarded against a bid submitted.

(h) "Direct purchase authority" means an authority granted by the Commissioner to permit state agencies to make direct purchases of the supplies, materials, equipment or contractual services listed from the sources specified without prior approval of the Commissioner.

(i) "Invitation to bid" means the communication which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance.

(j) "Minor irregularities" means informalities that are matters of form rather than substance evident from the bid document, or insignificant mistakes that can be waived or corrected without prejudice to other bidders; that is, the effect on price, quantity, quality, delivery, or contractual conditions is negligible.

(k) "Proposer" means any person firm or corporation submitting a proposal in response to a request for proposal, oral or written, issued by the Commissioner.

(l) "Purchasing agency" means a state agency acquiring or attempting to acquire supplies, materials, equipment or contractual services.

(m) "Request for proposal" means the solicitation communication used in the competitive negotiation process.

(n) "State" means the state of Connecticut.

(o) "Term contract" means the agreement reached when the state accepts a proposal of a bidder to furnish supplies, materials, equipment or contractual services at a stated price for a specific period of time in response to an invitation to bid.

[Sec. 4a-52-2. Delegation of purchasing authority](#)

(a) The Commissioner may delegate direct purchase authority to the head of any purchasing agency or may revoke any such authority. Factors to consider in making the decision to delegate include:

(1) the expertise of the potential delegate in terms of procurement knowledge and any specialized knowledge pertinent to the direct purchase authority to be delegated;

(2) the past experience of the potential delegate in exercising similar direct purchase authority;

(3) the degree of economy and efficiency to be achieved in meeting the state's requirements if the direct purchase authority is delegated;

(4) the available resources of the Bureau of Purchases to exercise the authority if it is not delegated; and,

(5) the consistency of delegation under similar circumstances.

(b) Any designee of the Commissioner shall exercise delegated direct purchase authority in accordance with the delegation, Chapter 58 of the Connecticut General statutes and [Sections 4a-52-1](#) through [4a-52-22 of the Regulations of Connecticut state Agencies](#).

(c) The Commissioner may delegate such direct purchase authority as may be deemed appropriate to the head of any purchasing agency. Such delegation shall be in writing and may specify:

(1) the activity or function authorized;

(2) any limits or restrictions on the exercise of the delegated direct purchase authority;

(3) whether the direct purchase authority may be further delegated; and,

(4) the duration of the delegation.

(d) The Commissioner may delegate to the head of any purchasing agency the direct purchase authority to make minor nonrecurring purchases pursuant to subsection (c) of this section and subsection (c) of [Section 4a-57 of the Connecticut General statutes](#) when the purchase is expected to be not more than \$600 for supplies, materials, equipment or contractual services. Any such delegation shall be in writing and may be limited as the Commissioner directs.

(e) Purchases made under any direct purchase authority shall be based on competitive bids or proposals as provided for in [Section 4a-57 of the Connecticut General statutes](#), where possible and practical. Purchase orders issued on the basis of any direct purchase authority shall have noted in the space provided for the Bureau of Purchase's authorization the appropriate direct purchase authority number as, for example, DPA-1E. Where competition is possible, evidence of such competition in the form of quotations or summary thereof shall be noted on or attached to both the ordering agency's and the Bureau of Purchase's copy of the purchase order. If the nature of the purchase precludes solicitation of competitive bids or proposals, the notation "non-competitive" shall be made on both the ordering agency's and the of Purchase's copy of the purchase order. The Bureau of Purchases and the state Comptroller will continually review copies of purchase orders received for evidence of competition. The ordering agency's copies of the purchase orders will be subject to periodic review by the state Auditors.

(f) While direct purchase authorities permit agencies to make specific types of purchases without prior approval of the Bureau of Purchases, no agency is prevented from submitting its requirements to the Bureau of Purchases for solicitation of competitive bids or proposals.

(g) Non-conformance in the application of any direct purchase authority by any agency may result in the withdrawal of the privilege of direct purchasing granted to such agency.

[Sec. 4a-52-3. Requisition procedure](#)

(a) The initiation of the purchase of supplies, materials, equipment or contractual services not specifically covered by one of the direct purchase authorities or a Bureau of Purchases term contract shall be on a purchase requisition form provided by the Commissioner or upon the completion of a pre- itemized purchase requisition form provided by the Commissioner.

(b) The purchase requisition form originates in the purchasing agency, and must be submitted to the Bureau of Purchases to cover scheduled or unscheduled purchases.

(c) The pre-itemized purchase requisition form is originated in the Bureau of Purchases, and is forwarded to the purchasing agency to record its requirements and to return to the Bureau of Purchases for action on a scheduled time basis. Frequency of delivery or service may be adjusted to meet the internal needs of the agency.

[Sec. 4a-52-4. Public notice of bids](#)

The Commissioner shall invite responses from bidders by advertisements inserted in newspapers in accordance with subsection (a) of [Section 4a-57 of the Connecticut General statutes](#) and by such other means as he may deem appropriate.

[Sec. 4a-52-5. Submission of bids](#)

(a) Bids must be submitted on and in accordance with forms supplied by the Commissioner. Telegraphic bids, telephone bids or bids transmitted by facsimile equipment will not be accepted.

(b) The time and date bids are to be opened is given in each invitation to bid issued. Bids received after the specified time and date of bid opening given in each invitation to bid shall not be considered. All bids must be sealed in envelopes. All bids must be addressed to the Bureau of Purchases, state of Connecticut, 460 Silver street, Middletown, Connecticut 06457. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the bidder should appear in the upper left hand corner of the envelope.

(c) Amendments to bids submitted, if received by the Commissioner after the time specified for opening bids, shall not be considered. This applies to bids sent by mail, those delivered in person, as well as telegraphic bids or bids transmitted by facsimile equipment. An original and one copy of the Proposal Schedule shall be returned to the Bureau of Purchases. Bids shall be typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. All signatures shall be original signatures unless

there is specific authorization from the Commissioner for the use of non-manual forms of signature. Erasures, alterations or corrections on both the original and copy of the Proposal Schedule to be returned must be initialed by the person signing the bid or proposal or his authorized designee. In the event an authorized designee initials the erasure, alteration or correction, there must be a written authorization from the person signing the bid or proposal to the person initialing the erasure, alteration or correction. This includes erasures, alterations, corrections or any typing cover up method to change unit price, total price, quantity, unit and description of the supplies, materials, equipment or contractual services. Failure to do so shall result in rejection of the bid for those items erased, altered or corrected and not initialed.

(d) All information required in bid forms in connection with each item against which a bid is submitted must be given to constitute a bid. Failure to provide such information may result in disqualification of the bid.

(e) Conditional bids are subject to rejection in whole or in part. A "conditional bid" is defined as one limiting or modifying any of the terms and conditions and/or specifications of the invitation to bid.

(f) Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the invitation to bid, unless otherwise specifically indicated.

(g) Alternate bids or proposals will not be considered unless specifically for in the invitation to bid. An "alternate bid or proposal" is defined as one which is submitted in addition to the bidder's primary response to the invitation to bid.

(h) Multiple bids shall not be considered from the same bidder for any item, unless specifically requested in the invitation to bid. A "multiple bid" is defined as more than one bid to the same invitation to bid by the same bidder, whether on a separate bid form or attached to the initial bid form.

(i) Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict bidders to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article so described; but the article offered must be of such character and quality and include any applicable options, accessories, etc., that it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering the article exactly as specified.

(j) Prices should be extended in decimals, not fractions; shall be net, and shall include transportation and delivery charges fully prepaid by the contractor to the destination specified in the bid, and subject only to a cash discount.

(k) The State is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices. Federal excise exemption certificates will be furnished, on request, by either the ordering agency or the Bureau of Purchases.

(l) In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the proposed schedule submitted shall result in rejection of bids for the items so affected except in the event of bids awarded on a total basis in which case the lower total price will be considered in making the award.

(m) The bidder shall declare that the bid is not made in connection with any other bidder submitting a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation to bid, such statement must be completed in every detail.

(n) All bids will be opened and read publicly and thereafter are subject to public inspection during normal business hours of the Bureau of Purchases. Bidders may be present or be represented at all openings.

(o) The Commissioner shall have the right to amend or cancel an invitation to bid prior to the date of bid opening.

Sec. 4a-52-6. Guaranty or surety

(a) A guaranty that the bidder will execute a contract and furnish performance surety, when requested and within ten days after the execution date of contract, shall, if required, be submitted with the bid. A guaranty may be submitted in any one of the following forms:

(1) annual bid bond in the amount of \$5,000 to cover all bids up to \$50,000 submitted within one year;

(2) individual bid bond for up to ten percent of the total amount of each separate bid; and,

(3) certified check made payable to "Treasurer, state of Connecticut" for up to ten percent of the total amount of each separate bid.

(b) Performance surety binding the contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such assurance in an amount up to one hundred percent of each separate award may be submitted in the form of a performance bond of a licensed surety company, certified check or irrevocable letter of credit from a commercial institution.

(c) Bonds must meet the following requirements:

(1) Corporation. The bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature;

(2) Firm or Partnership. The bond must be signed in the name of the partnership by all the partners;

(3) Individual. The bond must be signed by the individual owning the business, and indicating "Owner";

(4) The surety company executing the bond must be licensed to do business in the state, or the bond must be countersigned by a company so licensed;

(5) The bond must be signed by an official of the surety company and the corporate seal must be affixed over his signature;

(6) Signatures of two witnesses for both the principal and the surety must appear on the bond;

(7) A power of attorney for the official signing the bond for the surety company must be submitted with the bond, unless such power of attorney has previously been filed with the Bureau of Purchases.

Sec. 4a-52-7. Specifications, samples

(a) All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications, all deliveries shall have the same identity and quality as the accepted bid sample.

(b) Samples, when required, must be submitted strictly in accordance with instructions; otherwise the bid may not be considered. If samples are requested subsequent to the opening of bids, they shall be delivered

as specified in the invitation to bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the bidder's risk and subject to his expense.

(c) When the bid indicates that an item to be purchased is to be equivalent to a sample, such sample will be on display in the Bureau of Purchases unless another location is specified. Failure on the part of the bidder to examine the sample shall not entitle him to any relief from the conditions imposed by the invitation to bid.

[Sec. 4a-52-8. Award](#)

(a) Award will be made to the lowest responsible qualified bidder as defined in [Section 4a-59 of the Connecticut General Statutes](#) and in accordance with the criteria set forth in said section which bidder's bid meets the requirements and criteria set forth in the invitation to bid. Objective criteria for determining the lowest responsible qualified bidder are detailed in [Section 4a-52-18 of the Regulations of Connecticut state Agencies](#). The quality of the supplies, materials, equipment or contractual services to be supplied, their conformity with the specifications, their suitability to the requirements of the state, and the delivery terms and administrative costs of the state as currently prescribed by the Commissioner will be taken into consideration in making the award.

(b) The Commissioner reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in his judgment, the best interest of the state will be served.

(c) The Commissioner reserves the right to make awards within thirty calendar days from the date bids are opened, unless otherwise specified in the invitation to bid, during which period bids shall not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time. Should award, in whole or in part, be delayed beyond the period of thirty days or an earlier date specified by a bidder in his bid, such awards shall be conditioned upon bidder's acceptance.

(d) A bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization, and financial standing necessary to meet satisfactorily the requirements set forth or implied in the invitation to bid.

(e) The quantities listed in the bid schedule may be increased or decreased by the Commissioner to meet new or amended requirements of agencies between the time the bid is issued and the time award is made, subject to the bidder's acceptance.

(f) A cash discount may be offered by a bidder for prompt payment of bills, but such cash discount will not be taken into consideration in determining the lowest responsible qualified bidder except in the case of tie bids.

(g) The Commissioner reserves the right to correct inaccurate awards resulting from his clerical or administrative errors.

[Sec. 4a-52-9. Contract, rights of the state](#)

(a) Each bid will be received with the understanding that the acceptance in writing by the Commissioner of the offer to furnish any or all of the supplies, materials, equipment or contractual services described therein shall constitute a contract between the bidder and the state. Such contract shall bind the bidder on his part to furnish and deliver the supplies, materials, equipment or contractual services at the prices given and in accordance with conditions of said accepted bid and [Sections 4a-52-1 through 4a-52-22 of the Regulations of Connecticut state Agencies](#). Such contract shall bind the state on its part to order the supplies, materials,

equipment or contractual services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices all supplies, materials, equipment or contractual services ordered and delivered. The state reserves the right to order up to ten percent more or less than the quantity listed in the bid or as amended in the award.

(b) Subject to the acceptance of the contractor, quantities may be ordered against contracts by state agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs for individual agencies

(c) No alterations or variations of the terms of a contract shall be valid or binding upon the state unless made in writing and signed by the Commissioner.

(d) Contracts shall remain in force for the full period specified and until all supplies, materials, equipment or contractual services ordered before the date of termination shall have been satisfactorily delivered and accepted (and thereafter until all terms and conditions have been met), unless:

(1) Terminated prior to the expiration date specified by satisfactory delivery against orders of the entire quantities contracted for.

(2) Extended in accordance with the provisions of [Section 4a-59a of the Connecticut General statutes](#) upon written authorization of the Commissioner and acceptance by contractor to permit ordering of unordered balances or additional quantities at the contract price and in accordance with the contract terms.

(e) Contract quantities will be assumed to have been ordered out at the expiration period according to the contract terms. The contractor must furnish a statement of unordered balances as required by the Commissioner, prior to the termination of the contract.

(f) The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Commissioner.

(g) The placing of a notice of award in the mail to the bidder's address given in the bid or the delivery of a notice of award to a bidder will constitute notice of acceptance of the bid or proposal. If any bidder refuses to accept a contract awarded to him within ten days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten day period shall not be considered and such bidder shall be subject to the provisions of subsection (i) of this section. When so requested by the Commissioner, the contractor shall execute a formal contract with the State for the complete performance specified therein.

(h) The contract may be cancelled by the Commissioner upon nonperformance of the contract terms or failure of the contractor to furnish performance surety within ten days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the contractor's expense.

(i) Failure of a contractor to deliver supplies, materials, equipment or contractual services within the time specified on his bid, or as amended by the contractor and accepted by the Commissioner, or within a reasonable time as interpreted by the Commissioner, or failure to make replacement of rejected supplies, materials and equipment or fulfill unperformed contractual services when so requested, immediately or as directed by the Commissioner, will constitute authority for the Commissioner to purchase on the open market supplies, materials, equipment or contractual services to replace those which have been rejected, not delivered, or not performed. The Commissioner reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the contractor shall promptly reimburse the State for excess costs occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume supplies, materials, equipment or contractual services delivered which are

substandard in quality, subject to an adjustment in price to be determined by the Commissioner.

(j) When supplies, materials, equipment or contractual services are rejected, they must be removed by the contractor from the premises of the agency within forty-eight hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight hours will be considered abandoned and the state shall have the right to dispose of them as its own property.

(k) A contract or bid acceptance is not an order to ship. Purchase orders against contracts will be placed by agencies directly with the contractor. All orders must be in writing and must bear the contract number and approval of the state Comptroller. A contractor making delivery without formal written order does so at his own risk.

[Sec. 4a-52-10. Contract guaranty](#)

The contractor shall agree to:

(a) Perform the contract in accordance with the specifications and terms and conditions of the bid under which the contract was awarded.

(b) Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.

(c) Guarantee his products against defective material or workmanship and to repair or replace any damage or marring occasioned in transit.

(d) Furnish adequate protection from damage for all work and to repair damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.

(e) With respect to contracts for the provision of contractual services to pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made, and of the state.

(f) With respect to contracts for the provision of contractual services to carry proper insurance to protect the state from loss.

[Sec. 4a-52-11. Delivery](#)

(a) All supplies, materials or equipment furnished shall comply fully with all applicable Federal and state laws and regulations.

(b) Any equipment delivered must be standard new equipment, latest model, except as otherwise stated in the bid. Where any part or nominal appurtenances of equipment are not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

(c) Delivery must be made as ordered and in accordance with the bid. Unless otherwise specified in the bid, delivery shall be to a loading dock or receiving platform. The contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on the agency loading dock or receiving platform. The state receiving personnel are not required to assist in this process. The decision of the Commissioner as to reasonable compliance with delivery terms shall be final and binding.

The burden of proof of proper receipt of the order shall rest with the contractor.

(d) Any request for an extension of time of delivery from that specified must be approved by the state, such extension applying only to the particular item or shipment.

(e) Supplies, materials and equipment shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the state unless otherwise stated in the bid or invitation to bid.

(f) Deliveries are subject to reweighing on official sealed scales designated by the state and payment will be made on the basis of net weight of supplies, materials and equipment received.

[Sec. 4a-52-12. Inspections and tests](#)

(a) The inspection of all supplies, materials or equipment and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Commissioner.

(b) Any item which fails in any way to meet the terms of the contract is subject to rejection or is to be paid for at an adjusted price basis. Any decision of the Commissioner pertaining to any such failure, rejection or adjustment shall be final and binding.

[Sec. 4a-52-13. Payment](#)

(a) Unless otherwise specified in the invitation to bid, payment for all accepted supplies, materials, equipment or contractual services shall be due within forty-five days after receipt of such supplies, materials, equipment or contractual services or the date that a properly executed state invoice form is received, whichever is later. Bids submitted that require payment in less than forty-five days, unless otherwise specified in the invitation to bid, are subject to rejection. Where there is a question of non-performance of the contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five day payment period. In the event a cash discount for prompt payment is involved, the withholding of payments as provided for in this subsection, shall not deprive the state of the right to take such cash discount.

(b) Payment will be made only after presentation of a properly completed state invoice form. Forms may be obtained from either the ordering agency or the Bureau of General and Technical Services Central Warehouse. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the contractor's claim, the state agency shall contact the contractor within ten days. If the contractor corrects the defect or impropriety within five business days of being so contacted, and within the forty-five day period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

(c) The contractor shall be allowed to charge interest at a rate of one percent per month on amounts due whenever any state agency fails to make timely payment in accordance with subsections (a) and (b) of this section. Any amount of interest penalty which remains unpaid at the end of any thirty day period shall be added to the principal amount of the debt and, thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate state invoice form for interest charges.

(d) All charges against a contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the contractor shall pay the state, on demand, the amount of such charges. All remittances shall be made payable to "Treasurer, state of Connecticut."

(e) Payment for the used portion of an inferior delivery will be made by the state on an adjusted price basis determined by the Commissioner.

Such determination shall be final and binding.

[Sec. 4a-52-14. Saving clause, rights](#)

(a) The contractor shall not be held liable for any losses resulting in the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, floods, acts of God, or for any other acts not within the control of the contractor and which, by the exercise of reasonable diligence, the contractor is unable to prevent.

(b) Should the performance of any contract be delayed or prevented as set forth in subsection (a) of this section, the contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

(c) References by contractors to sales to the state for advertising and promotional purposes without prior approval of the Commissioner is expressly prohibited.

(d) The state shall have and retain sole and exclusive right and title in and to the forms, maps or other materials produced for the state, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor shall not copyright, register, distribute or claim any rights in or to said forms, maps or other materials or the work produced under his contract.

(e) The contractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under section 4 of the Clayton Act, [15 U.S.C.15](#), or under Chapter 624 of the Connecticut General statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

[Sec. 4a-52-15. Sole source procurement](#)

(a) Sole source procurement is not permissible unless a requirement is available from only a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or offeror for that item. The following are examples of circumstances which could necessitate sole source procurement:

(1) where the compatibility of equipment, accessories, or replacement parts is the paramount consideration;

(2) where a sole supplier's item is needed for trial use or testing;

(3) where a sole supplier's item is to be produced for resale;

(4) where public utility services are to be procured.

The determination as to whether a procurement shall be made as a sole source shall be made by the Commissioner.

Such determination and the basis therefor shall be in writing. The Commissioner may specify the application and the duration of its effectiveness. In cases of reasonable doubt, competition should be solicited. Any request by a purchasing agency that a procurement be restricted to one potential contractor

shall be accompanied by an explanation as to why no other will be suitable or acceptable to meet the need.

(b) The Commissioner shall conduct negotiations, as appropriate, as to price, delivery, and terms, in regard to sole source procurements.

(c) A record of sole source procurements shall be maintained that lists:

(1) each contractor's name;

(2) the amount and type of each contract;

(3) the supplies, materials, equipment or contractual services procured under each contract; and, inspection only after the award of the contract.

(4) the identification number of each contract file.

[Sec. 4a-52-16. Competitive negotiation](#)

(a) Proposals shall be evaluated only on the basis of evaluation factors stated in the request for proposals. The following factors may be appropriate to use in conducting the evaluation. The relative importance of these and other factors will vary according to the type of supplies, materials, equipment or contractual services being procured. The minimum factors are:

(1) the plan for performing the required contractual services;

(2) ability to perform the contractual services as reflected by technical training and education; general experience, and specific experience in providing the required supplies, materials, equipment or contractual services; and the qualifications and abilities of personnel proposed to be assigned to perform the contractual services;

(3) the personnel, equipment, and facilities to perform the contractual services currently available or demonstrated to be made available at the time of contracting; and,

(4) a record of past performance of similar work in regard to supplies, materials, equipment or contractual services.

(b) Pre-proposal conferences, as appropriate, may be conducted. Such conferences may be held anytime prior to the date established for the submission of proposals.

(c) Proposals and modifications shall be time-stamped upon receipt and held in a secure place until the established due date. Proposals shall not be opened publicly nor disclosed to unauthorized persons, but shall be opened in the presence of two or more procurement officials. A register of proposals shall be established which shall include for all proposals the name of each proposer, the number of modifications received, if any, and a description sufficient to identify the supplies, materials, equipment or contractual services offered. The register of proposals shall be open to public inspection only after the award of the contract.

(d) If a proposer has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the Commissioner shall examine the request in the proposal to determine its validity prior to entering negotiations. If the parties do not agree as to the disclosure of data in the contract, the Commissioner shall inform the proposer in writing what portion of the proposal will be disclosed and that, unless the proposer withdraws the proposal, the proposal will be so disclosed.

(e) The Commissioner shall evaluate all proposals submitted and may conduct discussions with any proposer in accordance with the provisions of Section 4a-62-17 of the Regulations of Connecticut State

Agencies.

(f) Proposals may be modified or withdrawn at any time prior to the conclusion of discussions.

(g) After the conclusion of the validation of qualifications, evaluation, and discussion as provided in subsections (e) and (f) of this section, the Commissioner shall select, in the order of their respective qualification rankings, no fewer than three acceptable proposers (or such lesser number if less than three acceptable proposals were received, deemed to be the best qualified to provide the required supplies, materials, equipment or contractual services.

(h) The Commissioner shall negotiate a contract with the best qualified proposer for the required supplies, materials, equipment or contractual services at a compensation that is fair and reasonable.

(i) Contract negotiations shall be directed toward:

(1) making certain that the proposer has a clear understanding of the scope of the work, specifically, the essential requirements involved in providing the required supplies, materials, equipment or contractual services;

(2) determining that the proposer will make available the necessary personnel and facilities to perform the contractual services within the required time; and,

(3) agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required supplies, materials, equipment or contractual services, and the scope, complexity, and nature of such contractual services.

(j) If compensation and other contract provisions can be agreed upon with the best qualified proposer, the contract shall be awarded to that proposer.

(k) If compensation and other contract provisions cannot be agreed upon with the best qualified proposer, a written record stating the reasons therefor shall be placed in the file and the Commissioner shall advise such proposer of the termination of negotiations which shall be confirmed by written notice within three days.

(l) Upon failure to negotiate a contract with the best qualified proposer, the Commissioner may continue the negotiation process and award such contract to the next most qualified proposer, and so on until the contract is awarded and accepted, all in accordance with the intent of the provisions of this section.

(m) Written notice of award shall be public information and made a part of the contract file.

(n) Should the Commissioner be unable to negotiate a contract with any of the acceptable proposers initially selected as the best qualified proposers, proposals may be resolicited or additional proposers may be selected based on the original, acceptable proposals in order of the respective qualification rankings, and negotiations may continue.

(o) At the conclusion of negotiations resulting in the award of the contract, the Commissioner shall prepare a memorandum setting forth the basis of award including:

(1) how the evaluation factors stated in the request for proposals were applied to determine the best qualified proposers; and,

(2) the principal elements of the negotiations including the significant considerations relating to price and other terms of the contract.

All memoranda related to the evaluation shall be included in the contract file.

[Sec. 4a-52-17. Proposal discussions with individual proposers](#)

(a) Discussions may be held to:

- (1) promote understanding of the state's requirements and the content of the proposals;
- (2) determine in greater detail the proposer's qualifications;
- (3) explore with the proposer the scope and nature of the required contractual services, the proposer's proposed method of performance, and the relative utility of alternate methods of approach; and,
- (4) facilitate arriving at a contract that will be most advantageous to the State taking into consideration price and the other evaluation factors set forth in the request for proposals.

(b) Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and modifications of proposals. If during discussions there is a need for any substantial clarification of or change in the request for proposals, the request shall be amended to incorporate such clarification or change. Auction techniques (revealing one proposer's price to another) and the disclosure of any information derived from competing proposals are prohibited. Any substantial oral clarification of a proposal shall be reduced to writing by the proposer.

(c) The Commissioner shall establish a common date and time for the submission of the best and final proposals. The best and final proposals shall be submitted only once; provided however, the Commissioner may make a written determination that it is in the state's best interest to conduct additional discussions or change the state's requirements and require another submission of the best and final proposals. Otherwise, no discussion of or changes in the best and final proposals shall be allowed prior to award.

[Sec. 4a-52-18. Objective criteria for determining the lowest responsible qualified bidder or best proposer](#)

(a) For the purpose of indicating the types of objective criteria in determining the lowest responsible qualified bidder, as defined in [Section 4a-59 of the Connecticut General statutes](#) or the best proposer, the invitation to bid or request for proposals shall state the evaluation factors, including price, and their relative importance. Past performance and financial responsibility shall always be factors in making this determination.

(b) The evaluation shall be based on the evaluation factors set forth in [Section 4a-59 of the Connecticut General statutes](#), in the invitation to bid or request for proposals. Numerical rating systems may be used but are not required. Factors not specified in [Section 4a-59 of the Connecticut General statutes](#), in the invitation to bid or request for proposals shall not be considered.

(c) For the purpose of conducting discussions under [Section 4a-52-17 of the Regulations of Connecticut state Agencies](#), proposals shall be initially classified as:

- (1) acceptable;
- (2) potentially acceptable, that is reasonably susceptible of being made acceptable; or,
- (3) unacceptable.

Proposers whose proposals are unacceptable shall be so notified promptly.

[Sec. 4a-52-19. Minor irregularities](#)

(a) The Commissioner may waive any minor irregularities as defined in [Section 4a-52-1 of the Regulations of Connecticut State Agencies](#) or allow the bidder to correct them depending on which is in the best interest of the state. Examples include:

- (1) allow the bidder to submit the additional number of signed bids required by the invitation to bid;
- (2) allow the bidder to sign an unsigned bid, but only if the unsigned bid is accompanied by other material indicating the bidder's intent to be bound;
- (3) allow the bidder to acknowledge the receipt of an amendment to the invitation to bid, but only if it is clear from the bid that the bidder received the amendment and intended to be bound by its terms;
- (4) The state may disregard an unacknowledged amendment if the amendment had a negligible effect on price, quantity, quality, or delivery.

(b) If in the case of a mistake, the intended correct bid is clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid. Examples of mistakes that are clearly evident on the face of the bid document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

(c) When a bid is corrected, or a correction is denied, the Commissioner shall prepare a written determination showing that the relief was granted or denied in accordance with [Sections 4a-52-1 to 4a-52-22 of the Regulations of Connecticut State Agencies](#)

[Sec. 4a-52-20. Emergency purchases](#)

(a) For purposes of this section "emergency condition" means a situation which creates a threat to public health, welfare, safety, or a critical governmental service, such as may arise by reason of floods, epidemics, riots, equipment failures, or similar extraordinary conditions or contingencies that cannot reasonably be foreseen and guarded against. The existence of such a condition creates an immediate and serious need for supplies, materials, equipment or contractual services that cannot be met through normal procurement methods and the lack of which would seriously threaten:

- (1) the functioning of state government;
- (2) the preservation or protection of property; or,
- (3) the health or safety of any person.

(b) Emergency procurements shall be limited to those supplies, materials, equipment or contractual services necessary to meet the emergency.

(c) Any purchasing agency may make emergency procurements up to \$600 when an emergency condition arises and the need cannot be met through normal procurement methods, provided that whenever practical, approval by the head of the purchasing agency or the Commissioner shall be obtained prior to the procurement. Prior to all such emergency procurements of more than \$600, the Commissioner shall approve the procurement.

(d) The procedure for source selection used shall be such as to assure that the required supplies, materials, equipment or contractual services are procured in time to meet the emergency. Given this constraint, such competition as is practicable shall be obtained.

(e) Competitive sealed bidding is unsuccessful when bids received pursuant to an invitation to bid are unreasonable, noncompetitive, or the low bid exceeds available funds as certified by the appropriate fiscal

officer, and time or other circumstance will not permit the delay required to resolicit competitive sealed bids. If emergency conditions exist after an unsuccessful attempt to use competitive sealed bidding, an emergency procurement may be made.

(f) The Commissioner or the head of the purchasing agency shall make a written determination stating the basis for an emergency procurement and for the selection of the particular contractor. The record of each emergency procurement shall be made as soon as practicable and shall set forth:

- (1) the contractor's name;
- (2) the amount and type of contract;
- (3) a listing of supplies, materials, equipment or contractual services procured under the contract; and,
- (4) the identification number of the contract file.

[Sec. 4a-52-21. Surplus property, transfer](#)

(a) All transfers or disposals are the responsibility of the state Surplus Center. No agency may effect any transfer without first notifying the Surplus Center and obtaining the necessary approval.

(b) The state Surplus Center may employ the following methods of disposing of state property:

(1) Transfer. Personal property may be transferred by the state Surplus Center from a state agency holding surplus property to an agency which has a need for the equipment.

(2) Sale.

(A) Methods of sale include public auction, competitive bids, and over-the-counter retail sales

(B) With the prior approval of the Commissioner, emergency disposals may be made by obtaining oral bids.

(C) Material that falls within the category of pesticides, environmental hazards or health hazards must be cleared for disposal through the Department of Environmental Protection. No material in these categories will be accepted at the state Surplus Center. Questionable material must have a certification attesting to its content from the Department of Environmental Protection.

(3) Scrap. Property shall not be abandoned or destroyed by a state agency unless it has been affirmatively found in writing by the Commissioner that:

(A) The property has no commercial value; and,

(B) The estimated cost of its continued care and handling would exceed the potential income that may be derived from its sale.

(4) Trade-in. In an effort to upgrade equipment, a state agency may explore the feasibility of exchanging like items through the process of trading-in as opposed to transfer or sale, when it is in the best economical interest of the state.

(c) Any state agency holding surplus property shall report to the Commissioner all personal property which is found to be surplus to the needs of the holding agency, and shall include in such report all pertinent information regarding such property. After property which is to be sold has been inspected by prospective bidders, the holding agency shall maintain such equipment in the same condition as when it was inspected. Parts and accessories of such property shall not be removed or exchanged after inspection nor should the

equipment be used after such inspection, unless such changes or use has been declared in advance, and included in the terms of the sale.

(d) The Commissioner reserves the right to inspect and reclassify items declared surplus to the needs of the agency holding the property. The holding agency is responsible for the preparation of equipment which is to be inspected by prospective bidders. In the case of motor vehicles, the owning agency shall deliver all vehicles to the state Surplus Center, unless notified otherwise. Vehicles shall be cleaned inside and free of clutter, including the glove box and trunk. Batteries, brakes and tires should be adequate for normal operation and suitable for legal travel upon the highways of the state.

(e) Requests for the disposal of surplus personal property shall be made on the appropriate form prescribed by the Commissioner. Forms shall be available from the state Surplus Center.

(f) Agencies may recover component parts from equipment that has already been reported to the state Surplus Center, provided that the agency received written approval from the Surplus Center.

(g) No material shall be transferred to or between state agencies unless the receiving agency's representative has been identified and his name has been placed on file with the state Surplus Center as an approved and authorized agency official. Agency representatives shall acknowledge receipt of property by signing the transfer document.

[Sec. 4a-52-22. Central warehouse](#)

(a) Requisitioning procedure. Central warehouse stock items should be requisitioned on a form provided by the Commissioner. This form shall contain the catalog stock number, unit of issue, and the unit price prevailing at the time of printing or requisition.

The applicable pre-itemized requisition form should be submitted separately for each of the following commodity groups:

Group A-refrigerated and frozen products.

Group B-dry stores, food, paints, wrapping paper, electrical fans, antifreeze, cleaning compounds, etc.,

Group C-stationery, office supplies, state business forms, and paint brushes,

Group D-flags, clothing and textiles,

Group E-drugs and toiletries.

The requisitioning agency must fill in pertinent information such as the quantity required and total price. The transmittal sheet of the requisitions should be signed by the business manager or other authorized official in the state agency and the requisition should be submitted at least ten days prior to the scheduled shipping date.

(b) Storage. The central warehouse maintains and distributes to purchasing agencies commonly-used items such as food, textiles, clothing, office stationery and supplies, forms, laundry and janitorial supplies, drugs and medical supplies, packaging and wrapping materials, paint and brushes, fans, antifreeze, and toiletries. Only items required by a wide cross-section of purchasing agencies are carried for issue. Items failing to meet general acceptance are discontinued to make room for others that are expected to be in greater demand.

(c) Distribution. Items are shipped in accordance with a published schedule. Shipping schedules for a new calendar year are forwarded to agencies approximately one month before the effective date of the new schedules.

Deliveries should be quickly counted by the receiving agency, and compared with quantities recorded on the shipping memo. After the delivered quantities are verified, the receiver should date and sign each copy of the shipping memo. Any discrepancies which are found should be recorded so that the billing invoice may be adjusted accordingly. Every alteration of quantity, as well as additions or deletions on the shipping memo, must be initialed by both the deliverer and the agency receiver.

A

HIDDEN NOTES TO DRAFTSMAN
 1.) SPECIFIC SHINGLE TYPES MAY BE SELECTED BY LAYER.
 2.) HIDDEN NOTES DO NOT PLOT.

OLD METAL COUNTER-FLASHING RE-USED IF SERVICABLE
 NON-CORRODING METAL COUNTER-FLASHING TO EXTEND DOWN OVER BASE FLASHING
 WEATHERWATCH[®] OR STORMGUARD[®] LEAK BARRIER AROUND ENTIRE CHIMNEY
 ROOFING CEMENT
 STEP FLASHING POSITIONED OVER SHINGLE SO THAT NEXT COURSE OF SHINGLES COVERS IT COMPLETELY

NOTES:
 1.) INSTALL WEATHERWATCH[®] OR STORMGUARD[®] LEAK BARRIER AT LEAST 16" ON ALL SIDES.
 2.) ALL METAL FLASHING TO BE A MINIMUM .024" (24 GAUGE) ALUMINUM, 16 OZ. COPPER OR 1.5 LB LEAD.
 3.) EXTEND FLASHING A MINIMUM OF 4" BEYOND THE CHIMNEY ON THE FRONT AND SIDES AND A MINIMUM OF 16" BEHIND THE CHIMNEY.
 4.) A CRICKET IS REQUIRED BEHIND ALL CHIMNEYS WIDER THAN 24 INCHES OR LOCATED ON ROOFS STEEPER THAN 6 INCHES PER FOOT.

GAF www.gaf.com 1361 Alpa Rd. Wayne, NJ 07470	STEEP SLOPE SHINGLE SERIES	CHIMNEY FLASHING DETAIL	DRAWING #	SYSTEM
			101	SHINGLES
			SCALE	ISSUE/REVISION DATE
			N.T.S.	6-01-11

HIDDEN NOTES TO DRAFTSMAN
 1.) SPECIFIC SHINGLE TYPES MAY BE SELECTED BY LAYER.
 2.) WHERE REQUIRED SELECT LEAD PIPE FLASHING BY SELECTING LEAD FLASHING LAYER AND DESLECTING FLASHING LAYER.
 3.) HIDDEN NOTES DO NOT PLOT.

LOCATE ALL FASTENERS WITHIN 1/2" OF THE EDGE OF THE FLASHING
 LEAK BARRIER
 CUT SHINGLES TO FIT AROUND FLASHING TO LEAVE A 1/4" CHANNEL
 LEAD JACK OR PRE-FLASHED PLUMBING VENT FLASHING

NOTES:
 1.) INSTALL 24" WEATHERWATCH[®] OR STORMGUARD[®] LEAK BARRIER TARGET SHEET.
 2.) DO NOT FACE NAIL THE PLUMBING VENT FLASHING.

GAF www.gaf.com 1361 Alpa Rd. Wayne, NJ 07470	STEEP SLOPE SHINGLE SERIES	PLUMBING VENT FLASHING DETAIL	DRAWING #	SYSTEM
			102	SHINGLES
			SCALE	ISSUE/REVISION DATE
		GAF FIBERGLASS - ASPHALT COMPOSITE SHINGLES	N.T.S.	6-01-11

HIDDEN NOTES TO DRAFTSMAN
 1.) SPECIFIC SHINGLE TYPES MAY BE SELECTED BY LAYER.
 2.) HIP AND RIDGE SHINGLE TYPES MAY BE SELECGED BY LAYER.
 3.) HIDDEN NOTES DO NOT PLOT.

START HERE
 DIRECTION OF PREVAILING WIND
 5" EXPOSURE
 FASTENER

GAF www.gaf.com 1361 Alpa Rd. Wayne, NJ 07470	STEEP SLOPE SHINGLE SERIES	HIP & RIDGE CONSTRUCTION DETAIL FIELD FABRICATED	DRAWING #	SYSTEM
			103	SHINGLES
			SCALE	ISSUE/REVISION DATE
		GAF FIBERGLASS - ASPHALT COMPOSITE SHINGLES	N.T.S.	6-01-11

HIDDEN NOTES TO DRAFTSMAN
 1.) SPECIFIC SHINGLE TYPES MAY BE SELECTED BY LAYER.
 2.) HIDDEN NOTES DO NOT PLOT.

EXTEND GAF LEAK BARRIER AT LEAST 5" (127mm) UP WALL
 GAF UNDERLAYMENT
 NAIL FLASHING TO ROOF, 2 NAILS PER STEP FLASHING
 STEP FLASHING POSITIONED OVER SHINGLE SO THAT NEXT COURSE OF SHINGLES COVERS IT COMPLETELY
 SIDING SERVES AS COUNTER-FLASHING OVER STEP FLASHING
 QUARTER SIZE DAB OF ASPHALTIC PLASTIC CEMENT

GAF www.gaf.com 1361 Alpa Rd. Wayne, NJ 07470	STEEP SLOPE SHINGLE SERIES	STEP FLASHING AGAINST VERTICAL SIDEWALL DETAIL	DRAWING #	SYSTEM
			104	SHINGLES
			SCALE	ISSUE/REVISION DATE
		GAF FIBERGLASS - ASPHALT COMPOSITE SHINGLES	N.T.S.	6-01-11

B

B

C

C

HIDDEN NOTES TO DRAFTSMAN
 1.) SPECIFIC SHINGLE TYPES MAY BE SELECTED BY LAYER.
 3.) HIDDEN NOTES WILL NOT PRINT OR PLOT.

CENTER FULL WIDTH ROLL OF GAF LEAK BARRIER. DO NOT PLACE FASTENERS WITHIN 6" (152mm) OF CENTER LINE.
 EXTEND END SHINGLE AT LEAST 12" (305mm) BEYOND THE CENTER LINE. NAIL, PUTTING EXTRA FASTENER IN TOP CORNER OF SHINGLE.
 CLIP SHINGLE CORNERS 45° TO KEEP WATER FLOW IN THE VALLEY CENTER.
 CARRY GAF UNDERLAYMENT AT LEAST 6" (152mm) OVER GAF LEAK BARRIER.
 OVERLYING SHINGLES MUST BE CUT SO THEY ARE 2" (52mm) AWAY FROM VALLEY CENTER LINE. SEAL THE VALLEY SHINGLES TO EACH OTHER USING PLASTIC ROOF CEMENT.

GAF www.gaf.com 1361 Alpa Rd. Wayne, NJ 07470	STEEP SLOPE SHINGLE SERIES	CLOSED CUT VALLEY CONSTRUCTION DETAIL	DRAWING #	SYSTEM
			105	SHINGLES
			SCALE	ISSUE/REVISION DATE
		GAF FIBERGLASS - ASPHALT COMPOSITE SHINGLES	N.T.S.	6-01-11

HIDDEN NOTES TO DRAFTSMAN
 1.) SELECT LOW SLOPE OR STEEP SLOPE APPLICATION BY LAYER.
 3.) HIDDEN NOTES WILL NOT PRINT OR PLOT.

ALONG RAKE, PUT NON-CORRODING METAL DRIP EDGE ON TOP OF GAF ROOF DECK PROTECTION.
 WOOD DECK
 COMPLETELY COVER THE DECK WITH TWO LAYERS OF GAF ROOF DECK PROTECTION AS SHOWN.
 EXPOSURE WILL VARY DEPENDING ON GAF UNDERLAYMENT USED. FOLLOW APPLICATION INSTRUCTIONS ON SELECTED UNDERLAYMENT FOR PROPER EXPOSURE.
 ALONG EAVES, PUT GAF LEAK BARRIER ON TOP OF NON-CORRODING METAL DRIP EDGE.
 WALL LINE
 GAF LEAK BARRIER MUST NOT OVERHANG THE EAVE EDGE BY MORE THAN 1/4" (6mm)
 GAF LEAK BARRIER SHOULD EXTEND 24" (610mm) BEYOND THE INSIDE WALL LINE.

NOTE:
 1. AT EAVES AND WHERE ICE DAMS CAN BE EXPECTED, USE ONE LAYER OF GAF LEAK BARRIER.

GAF www.gaf.com 1361 Alpa Rd. Wayne, NJ 07470	STEEP SLOPE SHINGLE SERIES	UNDERLAYMENT LAYOUT FOR ROOF SLOPES 2:12 TO LESS THAN 4:12	DRAWING #	SYSTEM
			105	SHINGLES
			SCALE	ISSUE/REVISION DATE
		GAF FIBERGLASS - ASPHALT COMPOSITE SHINGLES	N.T.S.	6-01-11

ROOF DECK PROTECTION
 GAF FIBERGLASS-ASPHALT COMPOSITE SHINGLES
 3/8" OVERHANG AT EAVE AND RAKE
 EAVE FLASHING
 HANGER, 3'-0" O.C.
 FASTENER
 WOOD MOLDING SUPPORT
 ROOF DECK PROTECTION
 SHINGLES
 3/8" OVERHANG AT EAVE AND RAKE
 CLEAT
 FASTENERS
 SPACER, 3'-0" O.C.
 FASTENERS
 ROOF DECK PROTECTION
 SHINGLES
 3/8" OVERHANG AT EAVE AND RAKE
 RAFTER
 SPIKE AND FERRULE, 3'-0" O.C. (MAX)

GAF www.gaf.com 1361 Alpa Rd. Wayne, NJ 07470	STEEP SLOPE SHINGLE SERIES	HANGING GUTTER INSTALLATIONS	DRAWING #	SYSTEM
			106	SHINGLES
			SCALE	ISSUE/REVISION DATE
		GAF FIBERGLASS - ASPHALT COMPOSITE SHINGLES	N.T.S.	6-01-11

E

E

Designed By:	The Department of Children and Families		
Drawn By:	Title: Roof Shingle and Flashing details		
Checked By:	Date: 11/23/2015	Drawing no:	
Approved By:	Scale: 1:10	Sheet: Roof Shingle and Flashing	
Other Approvals:			
File Name:			











