
For Informational Purposes Only.
The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.
Do Not Submit Any Questions Concerning This D-B RFP.



***Connecticut
Department Of Construction Services***

***Design – Build (D-B)
Request For Proposals (RFP)***

***Volume 1 of 3
Scopes of Proposals***



**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

***CT Department of Construction Services
Division of Design & Construction
165 Capitol Avenue
Hartford, CT 06106***

**D-B RFP Release Date to Shortlisted D-B Proposers:
Friday, June 01, 2012
1:00 P.M.**

For Informational Purposes Only.
The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.
Do Not Submit Any Questions Concerning This D-B RFP.

D-B RFP		
Volume 1 of 3		
Scopes Of Proposals		
Table Of Contents		
Section	Title	Page Count
00 00 01	Introductory Information	—
	00 01 01.1 Project Title Page - Volume 1 Scopes Of Proposals D-B	1
	00 01 10.1 Table of Contents - Volume 1 Scopes Of Proposals D-B	3
00 10 00	Solicitation	—
	00 11 19.1 D-B Request For Proposals	4
00 20 00	Instructions For Procurement	—
	00 21 16.1 Instructions To Proposers D-B	15
	00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures for Design-Build (D-B)	27
	00 25 16.1 Pre-Proposal Meeting For Shortlisted D-B Proposers	2
00 30 00	Available Information	—
	00 31 16.1 Available Information For Shortlisted Design-Builder's Review D-B	15
	This Section provides instructions on how to access the D-B Criteria Architect's FTP Website to review the following information:	
	• Volume 2 of 3 - Design Program	—
	• Volume 3 of 3 - Construction Quality Standards	—
00 40 00	Procurement Forms And Supplements	—
	00 40 14 Certificate (of Authority)	1
	00 42 53 Total Cost Proposal Form D-B	8
	00 42 53.1 Total Cost Proposal Worksheet D-B	1
	00 43 11.1 Subcontract Agreement Form D-B	3
	00 43 23.1 Prevailing Wage Rates D-B	15
	00 45 13.1 Objective Criteria For Evaluating Qualifications of Proposers D-B	3
	00 45 16.1 Contractor Qualification Questionnaire D-B	4
	00 45 17.1 Named Subcontractor's Qualification Questionnaire D-B	6

**D-B RFP
Volume 1 of 3
Scopes Of Proposals
(Continued)**

Table Of Contents

Section	Title	Page Count
00 50 00	Contracting Forms And Supplements	—
00 52 23	Design-Build Agreement	37
00 60 00	Project Forms	—
00 61 13.1	Performance Bond D-B	2
00 61 16.1	Labor And Material Bond D-B	2
00 61 19.1	Surety Sheet D-B	1
00 61 23.1	Proposer's Certification: Financial Position And Corporate Structure D-B	1
00 61 39.1	Set-Aside Contractor Schedule D-B	2
00 61 53.1	CT Department of Revenue Services: Form AU-766 Guarantee Bond D-B	2
3011	Building Information For Code Analyses	5
3020	Lifecycle Cost Analysis Determination Request	1
3030	Checklist for Permits, Certifications, and Approvals	10
3150	Certificate of Compliance - Part 1 - Preconstruction Phase	1
7150	Certificate of Compliance - Part 2 - Construction Phase	1
7810	Certificate of Substantial Completion	1
7820	Certificate of Acceptance	3
00 70 00	Conditions Of The Contract	—
00 72 53	General Conditions Of The Contract For Construction (D-B)	20
00 72 53.1	Supplementary Conditions Of The Contract For Construction (D-B)	3
01 00 00	General Requirements – D-B	—
Division 01	General Requirements(D-B)	106

	D-B RFP Volume 2 of 3 Design Program	-
--	---	---

	Table Of Contents	
--	--------------------------	--

See Section 00 31 16.1 - Available Information For Shortlisted Design-Builders Review of Volume 1 this D-B RFP for instructions on how to access the D-B Criteria Architect's FTP Website to review Volume 2- Design Program.

	D-B RFP Volume 3 of 3 Construction Quality Standards	-
--	---	---

	Table Of Contents	
--	--------------------------	--

See Section 00 31 16.1 - Available Information For Shortlisted Design-Builders Review of Volume 1 this D-B RFP for instructions on how to access the D-B Criteria Architect's FTP Website to review Volume 3 Construction Quality Standards.

END
*Section 00 01 10.1
Table of Contents
D-B RFP
Volume 1 of 3
Scopes of Proposals*

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section
00 10 00 Solicitation D-B**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

For Informational Purposes Only.

**The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.**

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 11 19.1
D-B Request For Proposals**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

**Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106**



STATE OF CONNECTICUT
DEPARTMENT OF CONSTRUCTION SERVICES



May 23, 2012

Via Email: May 23, 2012

Attention: Dimeo Construction Co.
1211 Chapel Street
New Haven, CT 06511

Attn: Anthony Demateo
Email: afd@dimeo.com

KBE Building Corporation
30 Batterson Park Road
Farmington, CT 06032

Attn: Jonelle Lawhorn
Email: jlawhorn@kbebuilding.com

Turner Construction Company
440 Wheelers Farm Road
Milford, CT 06461

Attn: Rusty Hirst, III
Email: rhirst@tcco.com

Project Number: CF – RC– 380 DB

**Reference: Design-Build
New Residence Hall Facility
Central Connecticut State University
New Britain, CT**

Dear Shortlisted DB Proposer:

I am pleased to inform you that your Firm has been Shortlisted by the CT DCS Qualifications Based Screening Shortlist Panel and you are invited to submit a D-B Proposal in response to this Request For Proposals D-B.

1. DB RFP Release Date and Time to Shortlisted DB Proposers:
Friday, June 01, 2012, 1:00 P.M.

2. DB RFP Pick-up Location:
State Office Building
Department of Construction Services
Division of Design & Construction
Office of Process Management - Room 261
165 Capitol Avenue, Hartford, Connecticut 06106

Hours/Days for DB RFP Release: 9:00 A.M to 3:00 P.M., Monday through Friday

165 Capital Avenue Hartford, CT 06106
An Equal Opportunity Employer

3. D-B Pre - Proposal Meeting:

All Shortlisted DB Proposers are required to attend a mandatory "Pre-Proposal Meeting". This will be the **ONLY** opportunity for Shortlisted DB Proposers to discuss the Project with the CT DCS Project Manager, Owner's Representative, Architect, and Agency Representative(s). It is scheduled as follows:

Date: Wednesday, June 13, 2012
Start Time: 10:00 A.M.
Location: Conference Room No. 3
East Hall
Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050

3.1 Registration: DB Proposers who do not properly register at the mandatory pre-proposal Meeting may cause their Proposals to be rejected as non-responsive. All attendees of the DB Pre-proposal Meeting will be required to register. Proper registration means that the proposer's representative has signed their name to the official roster and listed the name and address of the company they represent on the official roster no later than the designated start time of the pre-proposal conference. Proposers are advised to register early as no attendee will be allowed to register after the advertised start time of the pre-proposal conference.

3.2 Questions: For questions concerning the DB Pre-Proposal Meeting contact:

Contact: Scott Dunnack – CT DCS Project Manager
Email: scott.dunnack@ct.gov
Phone: 860.713.5637

Very truly yours,

Randy Daigle, CT DCS Project Manager, CT DCS Office of Process Management

Attachments: 1. Travel Directions 2. Parking Issues

cc: A.V. Herring – CT DCS Chief Engineer allen.herring@ct.gov
B. T. Bockstael, FAIA – CT DCS Chief Architect bruce.bockstael@ct.gov
S. Dunnack – CT DCS Project Manager scott.dunnack@ct.gov
E. Pizzoferrato - DCS ADPM for the Project emilio.pizzoferrato@ct.gov
K. Epstein – CSUS Agency Representative epsteink@ct.edu
K. Kopetz – CT DAS Agency Legal Director kevin.kopetz@ct.gov
R. Avery – CT DCS Attorney roberta.avery@ct.gov
R. Mitchell – CT DCS Secretary rose.mitchell@ct.gov
File

1. Travel Directions To:

Central Connecticut State University

1615 Stanley Street
New Britain, CT 06050

From the North (Massachusetts):

Take 91 South to 84 West to Exit 39A, to Rte. 9 South.

Get off Exit 29 and take a right at the end of the exit ramp onto Ella T. Grasso Boulevard.

At the third traffic light, take a left into the Student Center Parking Lot and feel free to park in the garage in the event of inclement weather.

From the Southwest (Stamford/New Haven):

Take 95 North to 91 North to Exit 22 North, to Rte. 9 North.

Follow Rte. 9 North and take Exit 29, Rte. 175.

At the traffic light at the end of the exit ramp, go straight and follow Fenn Road to the second traffic light, and take a left turn onto Ella T. Grasso Boulevard.

At the fourth traffic light, take a left into the Student Center Parking Lot and feel free to park in the garage in the event of inclement weather.

From the Southeast (Groton/New London):

Take 95 South to Rte. 9 North to Exit 29, Rte. 175.

At the traffic light at the end of the exit ramp, go straight and follow Fenn Road to the second traffic light, and take a left turn onto Ella T. Grasso Boulevard.

At the fourth traffic light, take a left into the Student Center Parking Lot and feel free to park in the garage in the event of inclement weather.

From the East (Hartford):

Take 84 West to Exit 39A, to Rte. 9 South.

Get off Exit 29 and take a right at the end of the exit ramp onto Ella T. Grasso Boulevard.

At the third traffic light, take a left into the Student Center Parking Lot and feel free to park in the garage in cases of inclement weather.

From the West (Danbury/Waterbury):

Take 84 East to Exit 39A, to Rte. 9 South.

Get off Exit 29 and take a right at the end of the exit ramp onto Ella T. Grasso Boulevard.

At the third traffic light, take a left into the Student Center Parking Lot and feel free to park in the garage in the event of inclement weather.

END
Section 00 11 19.1
D-B Request for Proposals

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 20 00
Instructions For Procurement D-B**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

00 21 16.1 Instructions To Proposers:

For the purposes of this section the terms "Contractor", "Bidder", or "Proposer" shall mean "Design-Builder and the term "Bid" shall mean "Proposal". All Proposals must meet the requirements of this **Section 00 21 16.1 Instructions To Proposers D-B, Section 00 45 15.1 Objective Criteria For Evaluating Qualifications of Proposers D-B** in addition to the all requirements of **Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures D-B** and all of the requirements the D-B Request for Proposals (RFP) for this project.

Article 1 Sealed Total Cost Proposals Requirements and Rejection of Proposals:**1.1 Sealed Total Cost Proposals Components:**

The Sealed Total Cost Proposals shall be for the complete design and construction work as specified in all of the Volumes of the D-B Request For Proposals for this Project and shall include the names of the any subcontractors for the four (4) classes of work as specified in subsection (a) of C.S.G. § 4b-93 for **Masonry, Electrical, HVAC, and Mechanical (except HVAC)** as amended, and for each other class of work for which the awarding authority has required a separate section pursuant to said subsection and the dollar amounts of their subcontracts, and the proposer shall be selected on the basis of such Sealed Total Cost Proposals. It shall be presumed that the proposer intends to perform with its own employees all work in such four classes and such other classes, for which no subcontractor is named. The Proposer's qualifications for performing such work shall be subject to review under C.S.G. § 4b-24(4), as amended. The awarding authority may require the Proposer to replace a Named Subcontractor whenever the awarding authority determines in their sole discretion that such replacement is in the best interest of the State.

1.2 Design/Builder's Contractor and Subcontractor Qualification Questionnaires:

The Proposer shall complete and submit a **00 45 16.1 Contractor Qualification Questionnaire D-B** and submit **00 45 17.1 Named Subcontractor's Qualification Questionnaires D-B** for each Named Subcontractor listed in this Total Cost Proposal Form and as required by **00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedure D-B**.

1.2.1 All of the required D-B Qualification Questionnaires will be considered as part of your Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.

1.2.2 Information in regards to the submittal Design/Builder's General Contractor and Named Subcontractor Qualifications Questionnaires is made part of this Total Cost Proposal Form. **Note:** Individual Technical Specification Sections from the RFP may contain Contractor and/or Named Subcontractor Qualification requirements that exceed those in **Section 00 21 19.1 Objective Criteria For Evaluating Qualifications of Proposers D-B**.

1.3 Contractor and Named Subcontractor CT - DAS Pre-qualification Certificate and Update Statement: The Design-Builder shall apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and must submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for their Contractor and each Named Subcontractor (that performs the work classified as a Substantial Subcontractor) for **Masonry, Electrical, HVAC, and Mechanical (except HVAC)** with their Sealed Total Cost Proposal Components for the DAS General Building Construction Classification as stated in the **00 42 53 Total Cost Proposal Form D-B**.

1.3.1 Website Link: For guidance on the various **DAS Pre-qualification Certificate and Update Statement** submittal requirements visit the CT-DAS Website: <http://das.ct.gov>

1.4 Substantial Subcontractor CT - DAS Pre-qualification Certificate and Update Statement: In accordance with CGS § 4a-100 a Substantial Subcontractor is a person who performs work with a value in excess of **five hundred thousand dollars (\$500,000)** for a contractor pursuant to a contract for work for the state which is estimated to cost more than **five hundred thousand dollars (\$500,000)**.

1.4.1 Substantial Subcontractor: The awarding authority may require the proposer's to replace a Substantial Subcontractor whenever the awarding authority determines in their sole discretion that such replacement is in the best interest of the State.

- 1.5 Connecticut Major Contractor's License:** For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B, or Group C the CMR Proposer must submit a **Connecticut Major Contractor's License** issued by the Connecticut Department of Consumer Protection with the **Section 00 42 53 Total Cost Proposal Form D-B**.
- 1.6 Projects That Exceed Threshold Limits C.G.S §29-276b:**
Projects designated in **Section 00 24 19.1, Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures D-B**, of this D-B RFP as "Exceeding the Threshold Limits" must meet the requirements of **C.G.S §20-341gg Registration of Major Contractors:**
- 1.6.1** Any person engaged in the business of construction, structural repair, structural alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits provided in C.G.S §29-276b, or any person who, under the direction of a general contractor, performs or offers to perform any work that impacts upon the structural integrity of a structure or addition, including repair, alteration, dismantling or demolition of a structure or addition that exceeds the threshold limits shall engage in or offer to perform the work of a Major Contractor unless such person has first obtained a license or certificate of registration from the Department of Consumer Protection. Individuals licensed under the requirements of **C.G.S §20-341gg 'Registration of Major Contractors'**. The Department of Consumer Protection shall issue a certificate of registration to any person who is prequalified pursuant to section 4a-100 who applies for registration in accordance with this section.
- 1.6.2** The contractor and all subcontractors that engage in work that impacts upon the structural integrity of a structure or addition must register as a **Major Contractor** with the Department Of Consumer Protection and obtain a **Major Contractor License** issued by the Department Of Consumer Protection prior to the D-B Proposal Due Date/Time for this Design- Build Project.
- 1.6.3** For further information visit the Department Of Consumer Protection Website: www.dcp.state.ct.us.
- 1.7 Conditional Or Obscure Sealed Total Cost Proposal Components and Submittal of the DAS Prequalification Certificate and Update Statement:** Every proposal which is conditional or obscure, or which is not accompanied by a Department of Administrative Services Prequalification Certificate and Update Statement, or which contains any addition not called for, shall be invalid, and the awarding authority shall reject every such proposal. The awarding authority shall be authorized to waive minor irregularities which they considers it in the best interest of the State, provided the reasons for any such waiver are stated in writing by the awarding authority and made a part of the contract file. No such proposal shall be rejected because of the failure to submit prices for, or information relating to, any item or items for which **no** specific space is provided in **Section 00 42 53 Total Cost Proposal Form D-B** and **Section 00 42 53.1 Total Cost Proposal Worksheet D-B** as furnished by the awarding authority, but this sentence shall not be applicable to any failure to furnish prices or information required by CSG § 4b-95, as revised, or to be furnished in the **Total Cost Proposal Form D-B** provided by the awarding authority or the requirements of the sealed **Total Cost Proposal Components** of the D-B RFP for this Project.
- 1.7.1** No person who's **Subcontract** exceeds five hundred thousand dollars in value may perform work as a Subcontractor on a project *estimated* to cost more than five hundred thousand dollars, unless the person is **prequalified** in accordance with C.G.S. § 4a-100, as amended by **Public Act 06-134**.
- 1.8 Publicly Opened Sealed Total Cost Proposals:**
Sealed Total Cost Proposals shall be publicly opened and read by the awarding authority. The awarding authority may require in the bid form that the contractor agree to perform a stated, minimum percentage of work with its own forces. The awarding authority may also require the proposer's contractor to set aside a portion of the contract for subcontractors who are eligible for set-aside contracts. No Proposal shall be rejected (1) because of error in setting forth the name of a subcontractor as long as the subcontractor or subcontractors designated are clearly identifiable. Failure to correctly state a **subcontractor's price** shall be cause for rejection of the bid.
- 1.9 Substitution of a Subcontractor for One Named:**

The awarding authority shall not permit substitution of a subcontractor for one named in **00 42 53 Total Cost Proposal Form D-B** and in accordance with the provisions of said C.S.G. §4b-95 for subcontractors, or substitution of a subcontractor for any designated sub-trade work bid to be performed by the contractor's own forces, except for good cause. The term "good cause" includes but is not limited to a subcontractor's or, where appropriate, a contractor's:

- 1.7.1 Death or physical disability, if the listed subcontractor is an individual;
- 1.7.2 Dissolution, if a corporation or partnership;
- 1.7.3 Bankruptcy;
- 1.7.4 Inability to furnish any performance and payment bond shown on the bid form;
- 1.7.5 Inability to obtain, or loss of, a license necessary for the performance of the particular category of work;
- 1.7.6 Failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects;
- 1.7.7 Failure to perform its agreement to execute a subcontract under C.S.G. § 4b-96 of the, as revised.

1.10 Total Cost Proposal Amount:

The Total Cost Proposal amount shall be the Total Contract Price set forth in the space provided on **00 42 53 Total Cost Proposal Form D-B**. No Proposal shall be rejected because of error in setting forth the name of a subcontractor as long as the proposer's subcontractor or subcontractors designated are clearly identifiable. Failure to correctly state a subcontractor's price shall be cause for rejection of the Proposal.

1.11 Prevailing Wage Rates and Annual Adjustments to Prevailing Wage Rates:

Each proposer's contractor who is awarded a Contract shall be subject to provisions of the C.S.G. §31-53 Prevailing Wages Rates and annual adjustment of prevailing wage rates C.G.S. §31-55a. See Article 12, CT Department Of Labor (DOL) Public Contract Requirements of this Section 00 21 16.1 of the D-B RFP.

1.12 Disqualification from Submitting Proposals:

Any Proposer's contractor who violates any provision of said C.S.G § 4b-95 may be **disqualified** from submitting proposals or bidding on other contracts or agreement that are subject to the provisions of Chapter 60 of the Connecticut General Statutes, as revised, for a period not to exceed **twenty-four (24)** months, commencing from the date on which the violation is discovered, for each violation. The awarding authority shall periodically review the Proposer's contractor's subcontracts to insure compliance with such provisions, and shall after each such review prepare a written report setting forth his findings and conclusions.

1.13 Submission of Proposals:

Proposals shall be submitted to the location and within deadline indicated in this D-B RFP or in any addendum. Delays in the timely receipt of the proposal caused by the United States Postal Service or the CT DCS Mail System, independent carriers, acts of God, or any other cause shall not excuse late receipt of the proposal. CT DCS shall return unopened any proposal received after the deadline specified in this D-B RFP or in any addendum.

1.13.1 All Proposals shall be submitted only on CT DCS Proposal Form(s) furnished and under sealed cover. All Proposals shall be identified plainly as a Proposal for the project being proposed, and shall be addressed as directed in this D-B RFP. Proposals not properly submitted, addressed and sealed and be deemed not responsive by CT DCS. Any **Total Cost Proposal Form D-B** omitting or adding items, altering the Form, containing conditional, or alternative bids, exceptions, clarifications or without the original signature of the Proposer or its authorized representative, will be rejected.

1.13.2 Any proposal received after the scheduled closing time for the receipt of proposals will be returned to the Proposer unopened.

1.14 Withdrawal of Proposals:

Any proposal may be withdrawn at anytime but **only** by written request from the Proposer and presented to the CT DCS Chief Engineer, **prior** to the time of Proposal Due Date and Time for the project designated or identified project. The request to withdraw a proposal that is communicated orally, or by use of telegram, email, or telephone is **not** acceptable. The withdrawal of any proposal shall not forfeit the right of a proposer to submit a new proposal by time of Proposal Due Date and Time for the project designated or identified project.

1.15 CT DCS Proposal Forms:

Proposals shall be submitted only on the on CT DCS Proposal Form(s) furnished and under sealed cover furnished for the specific project. In no event will proposals or changes in proposals made by email, telephone, telegraph, facsimile, or other communication technology be considered. Any Proposal form omitting or adding items, altering the form, containing conditional or alternative proposals, or without the original signature of the proposer or its authorized representative, will be rejected.

1.16 Competitive Sealed Proposals and Bid Depository:

If more than one Proposal is offered by any individual or business entity or combination thereof, under the same or different names, all such Proposals may be rejected. All Proposers are hereby notified that any collusive agreement fixing prices to be bid so to control or affect the awarding of this contract may render void any contract awarded under such circumstances.

1.14.1 The Proposer, by act of submitting a Proposal, certifies that in the preparation of the Proposal, no bid was received by the Proposer from a bid depository, which depository, as to any portion of the work, prohibits, or imposes sanctions for, the obtaining by the proposer, or the submission to the proposer by a subcontractor or vendor or supplier of goods and services, of a bid outside the bid depository. The certification shall constitute a warranty, the falsity of which shall entitle the State of Connecticut to pursue any remedy authorized by law and shall include the right at the option of the State of Connecticut of declaring any contract made as a result thereof to be void.

1.17 Communications and Conduct:

In accordance with the requirements of "The Regulations of Connecticut State Agencies (April 26, 2007) §4b-24-3(a); Except for communications authorized by sections 4b-24-4 and 4b-24-7 of the Regulations of Connecticut State Agencies, no other communications shall occur between employees of the State of Connecticut, interview panel members or screening panel members with substantive information concerning the work for which proposals are being solicited under sections 4b-24(4) or 4b-91(g) of the Connecticut General Statutes, and any member of a design-build team or special legislation contractor, or anyone on behalf of such teams or contractors. Nothing in this section prohibits communication with regard to nonsubstantive communications, such as directions to the department to pick up construction plans or information about the hours the department is open.

1.18 Disclosure of Information (C.G.S. §4-61dd):

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

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

1.19 Agreement enforcement:

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the **laws of the State of Connecticut**.

1.20 Sovereign Immunity:

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

1.21 Construction Safety And Health Course:

Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation,

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

1.22 Addenda:

Proposers are responsible for **addenda** as noted in **Article 3** of these **Instructions to Proposers. Failure to acknowledge** all **addenda** in the space provided in **Section 00 42 53 Total Cost Proposal Form D-**) shall be cause for **rejection** of the Proposal.

1.23 Pre-award Submittals: The Department of Construction Services *may* reject a bid as **non-responsive** *if* the Proposer does *not* make all required **pre-award submittals** **within** the time designated by the Department of Construction Services.

1.24 Mandatory Pre-Proposal Meeting:

When a mandatory Pre-Proposal Meeting is required, then proposals submitted by Proposers who have not properly registered and attended the mandatory pre-proposal Meeting shall be rejected as non-responsive. All attendees of the pre-proposal conference will be required to register. Proper registration means that the proposer's representative has signed their name to the official roster and listed the name and address of the company they represent on the official roster no later than the designated start time of the pre-proposal conference. Proposers are advised to register early as no attendee will be allowed to register after the advertised start time of the pre-proposal conference.

Article 2 Affidavits, Certifications and Other Proposal Document Submittal Requirements:

2.1 Affidavits & Certifications Requirements:

In accordance with the Connecticut General Statutes and Governor Dannel P. Malloy's "Business Friendly Initiative," found in Public Act No. 11-229, the following must be adhered to:

2.1.1 Electronic Uploading Requirements for Affidavits/Certifications:

The State of Connecticut has revised its affidavit/certification procedures. Each selected firm is required to open a BizNet account on the Connecticut Department of Administrative (CT DAS) Website: www.das.state.ct.us and then upload certain affidavits/certifications.

.1 Instructions for opening a BizNet account can be found on the CT DAS website by clicking on "State Procurement Marketplace" and then clicking on "NEW* BizNet Connection".

.2 Instructions for uploading the affidavits/certifications can be found on the CT DAS website by clicking on "State Procurement Marketplace" and then clicking on "DAS Business Friendly Initiatives". Follow the instructions in the "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)".

The specific affidavits and certifications requiring uploading are found on the CT DAS website by clicking on "State Procurement Marketplace", then click on the "BizNet" link under the Quick Links feature. Firms should use the affidavit/certification forms found under the BizNet link. Once uploaded, Affidavits shall be updated and submitted annually and Affidavits and Nondiscrimination Forms shall be updated within 30 days of any changes to the submitted information.

2.2 Electronic "Guide to the Code of Ethics For Current or Potential State Contractors":

When the Department of Construction Services (CT DCS) is seeking a contract for a large state construction or procurement contract having a cost of more than five hundred thousand dollars (\$500,000), CT DCS shall provide all potential consultant and contractor firms with the **"Guide to the Code of Ethics For Current or Potential State Contractors"** that is available for **electronic download** from the website of the Office of State Ethics (OSE). **Questions**

concerning the **“Guide to the Code of Ethics For Current or Potential State Contractors”** can be directed to the OSE at 860-263-2400.

CT DCS is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **electronically upload** an **“Affirmation of Receipt of State Ethics Laws Summary”** affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics laws. Instructions on how to electronically upload an **“Affirmation of Receipt of State Ethics Laws Summary”** can be accessed as noted above. **Questions concerning the electronic filing of the “Affirmation of Receipt of State Ethics Laws Summary” can be directed to DAS Procurement Services at (860) 713-5095.**

NOTE: Do not electronically submit an “Affirmation of Receipt of State Ethics Laws Summary” to CT DCS.

2.3 **Gift and Campaign Contribution Certification:**

In accordance with Public Act 11-229, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **\$50,000** or more, shall be required to submit a **Gift And Campaign Contribution Certification** (OPM Ethics Form 1). Instructions on how to electronically upload the **Gift And Campaign Contribution Certification** are available from the website of the Connecticut Department of Administrative Services (CT DAS), “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”. **The Vendor Guide** can be found <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

Pursuant to Public Act 11-229, any bidder or proposer that does not make the certification required under this section shall be disqualified and CT DCS shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

Once uploaded, the **Gift and Campaign Contribution Certification** shall be updated and submitted **annually** and updated within **30 days** of any changes to the submitted information.

Annually, on *or* within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall **electronically** upload a **Annual Certification** In accordance with Public Act 11-229.

2.3.1 All agreements and contracts are subject to the provisions of Chapter 155 Elections: Campaign Financing of the Connecticut General Statutes and C.C.S. §9-612 Other Contributions by Individuals.

2.4 **Code of Ethics:**

In accordance with Public Act 11-229, when the CT DCS is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, CT DCS shall inform all potential consultant and contractor firms to **electronically download** the **“Guide to the Code of Ethics For Current or Potential State Contractors”** from the website of Office of State Ethics (OSE) and contractor firms for a large state construction or procurement contract that they must **electronically upload** an **“Affirmation of Receipt of State Ethics Laws Summary”** (OPM Ethics Form 6) affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law. Instructions on how to electronically upload an **“Affirmation of Receipt of State Ethics Laws Summary”** are available from the website of the Connecticut Department of Administrative Services (CT DAS), “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”. **The Vendor Guide** can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF). Failure to **electronically** upload this affidavit at the time of the bid proposal due date/time may result in **rejection** of the Proposal.

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

2.5 Consulting Agreement Affidavit:

In the event that a bidder or vendor refuses to **electronically upload** the “**Consulting Agreement Affidavit**” required under In accordance with Public Act 11-229, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought. The required documents are available to be electronically **uploaded** from the website of the Connecticut Department of Administrative Services (CT DAS), “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”:

The Vendor Guide can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

Once uploaded, the Consultant Agreement Affidavit shall be updated and submitted **annually** and updated within **30 days** of any changes to the submitted information. **Annually**, on or within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall submit a completed **Annual Certification** with authorizing resolution to CT DAS Procurement Services, 165 Capitol Ave., Room G-35, Hartford, CT 06106. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of CT DCS signs the contract.

2.6 Nondiscrimination Certification:

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

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

2.1.6 Additional Affidavits & Certifications Requirements:

At the time a Proposer is notified of its “Conditional Selection” by CT DCS, may give further instructions regarding additional certificates, affidavits, and other information that must be submitted for the processing of its contract by CT DAS Legal Services.

Article 3 Addenda And Interpretations:

3.1 No interpretations of the meaning of the D-B RFP (plans, specifications, or other contract documents, etc.) will be made orally to any proposer. Every request for such interpretation should be in writing to the awarding authority and to be given consideration must be received at least **Fourteen (14)** calendar days prior to the due date for the proposal due date and time. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the D-B RFP which, if issued, will be mailed to all prospective Proposers (at the respective addresses furnished for such purposes) not later than **seven (7)** calendar days prior to the due date for the proposal due date and time.; failure of any proposer to receive any such addendum or interpretation shall not release any proposer from any obligations under its proposal as submitted, provided notice has been sent to the address furnished by such prospective proposer for the transmittal of notices, addenda and interpretations. It shall be the proposer’s responsibility to make inquiry as to, and to obtain, the addenda issued, if any.

Article 4 Security For Faithful Performance

4.1 Performance Bond: Upon or prior to the execution of this Agreement, Design/Builder shall submit an executed payment and performance bond in the amount of 100% of the Contract Price, such bond to be provided by a surety approved by State.

4.1.1 Connecticut Health and Education Facilities Authority (CHEFA) Projects: For Project designates as CHEFA project (CF prefix to the DPW Project Number) the bonds shall include a “dual obligee rider” approved by the State as to form and substance, naming State as dual obligee along with the Connecticut Health and Education Facilities Authority (CHEFA).

- 4.2 Labor and Material Bond:** Upon or prior to the execution of this Agreement, the Design/Builder shall submit a labor and material bond in the amount not less than 100 percent of the contract price which shall be binding upon the award of the contract to such bidder, with surety or sureties satisfactory to the Commissioner and as are authorized to transact business in this State, for the protection of persons supplying labor or materials in the prosecution of the work provided for in the contract for the use of each such person. Any such bond furnished shall have as principal the name of the successful bidder. This bond is to be furnished pursuant to CGS § 49-41 of the General Statutes of Connecticut, as revised.
- 4.3** Enforcement of Payment by the General Contractor to Subcontractor and by Subcontractor to their Subcontractors. Enforcement of Payment by General Contractors and Subcontractors shall be in accordance with the requirements of CGS § 49-41a to 49-43.

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

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

- (a) When any public work is awarded by a contract for which a payment bond is required by section 49-41, the contract for the public work shall contain the following provisions: (1) A requirement that the general contractor, within thirty days after payment to the contractor by the State or a municipality, pay any amounts due any subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the contractor and paid by the State or a municipality; (2) a requirement that the general contractor shall include in each of its **subcontracts** a **provision** requiring each **subcontractor** to pay any amounts due any of its subcontractors, whether for labor performed or materials furnished, *within* thirty days *after* such subcontractor receives a payment from the general contractor which encompasses labor or materials furnished by such subcontractor.
- (b) If payment is not made by the general contractor or any of its subcontractors in accordance with such requirements, the subcontractor shall set forth his claim against the general contractor and the subcontractor of a subcontractor shall set forth its claim against the subcontractor through notice by registered or certified mail. Ten days after the receipt of that notice, the general contractor shall be liable to its subcontractor, and the subcontractor shall be liable to its subcontractor, for interest on the amount due and owing at the rate of one percent per month. In addition, the general contractor, upon written demand of its subcontractor, or the subcontractor, upon written demand of its subcontractor, shall be required to place funds in the amount of the claim, plus interest of one per cent, in an interest-bearing escrow account in a bank in this State, provided the general contractor or subcontractor may refuse to place the funds in escrow on the grounds that the subcontractor has not substantially performed the work according to the terms of his or its employment. In the event that such general contractor or subcontractor refuses to place such funds in escrow, and the party making a claim against it under this section is found to have substantially performed its work in accordance with the terms of its employment in any arbitration or litigation to determine the validity of such claim, then such general contractor or subcontractor shall pay the attorney's fees of such party.
- (c) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor.
- (d) This section shall not be construed to prohibit progress payments prior to final payment of the contract and is applicable to all subcontractors for material or labor whether they have contracted directly with the general contractor or with some other subcontractor on the work.

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

- (a) Any person who performed work or supplied materials for which a requisition was submitted to, or for which an estimate was prepared by, the awarding authority and who does not receive full payment for such work or materials within sixty days of the applicable payment date provided for in subsection (a) of section 49-41a, or any person who supplied materials or performed subcontracting work not included on a requisition or estimate who has not received full payment for such materials or work within sixty days after the date such materials were supplied or such work was performed, may enforce such right to payment under the bond by serving a notice of claim on the surety that issued the bond and a copy of such notice to the contractor named as principal in the bond within one hundred eighty days of the applicable payment date provided for in subsection (a) of section 49-41a, or, in the case of a person

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

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

Article 4 Connecticut Sales And Use Taxes:

- 4.1 All Proposers shall familiarize themselves with the current statutes and regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a proposal.
- 4.2 **Proposer's Nonresident Contractors:** Proposer's Nonresident Contractors must comply with the provisions of CSG § 12-430(7), Bond Requirement For Nonresident Contractors, and the regulations established pursuant to that section.

Article 5 Not Used

Article 6 Executive Orders:

- 6.1 The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order

No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

Article 7 Sexual Harassment Policy:

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

Article 8 Certificate of Legal Existence:

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

Article 9 CT-CHRO Affirmative Action/Contract Compliance Requirements:

- 9.1 The Connecticut Commission on Human Rights and Opportunities (CHRO) is the State of Connecticut's chief civil rights law enforcement agency. Among CHRO's responsibilities is the enforcement of the state's affirmative action statute, CGS § 46a-68 and 46a-68a. Pursuant to CGS § 46a-68(f), CHRO reports annually to the Governor and the General Assembly concerning the results of each agency's affirmative action plan. The final selection of a Design-Builder is also conditional upon the proposer meeting all of the Contract requirements of CT-CHRO includes but is not limited to the following:
- 9.1.1 **Affirmative Action Plan (CGS §46a-68-32):** The Affirmative Action Plan is a mandatory, detailed, result-oriented set of procedures, prepared by the Design-Builder and approved in by CT-CHRO accordance with CGS § 46a-68 of the Connecticut General Statutes, as amended by Section 12 of Public Act 83-569 and Section 1 of Public Act 84-41, and CGS § 46a-68-31 through 46a-68-74, inclusive, which blueprints a strategy to combat discrimination and achieve affirmative action.
- 9.1.2 **Contract Compliance (CGS § 46a-68b through 46a-68k):** Connecticut places specific contract compliance responsibilities on CT Department of Construction Service's contracts. These are agreements for construction, rehabilitation, conversion, extension, demolition, or repair of a public building, highway or other changes or improvements in real property.
- 9.1.3 **Bidder Contract Compliance Monitoring Report:** The Design-Builder for this project must complete this form and return the CHRO "**Bidder Contract Compliance Monitoring Report**" within **twenty-one (21)** calendar days of receiving the CT DCS Conditional Selection Letter to the following:
State Office Building
Department of Construction Services
Division of Design & Construction
Office of Process Management - Room 261
165 Capitol Avenue
Hartford, Connecticut 06106
- .1 **CHRO Bidder Contract Compliance Monitoring Report:** The CHRO Bidder Contract Compliance Monitoring Report must be completed in full, signed, and submitted to DPW as stated above. DPW and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections CGS § 4a-60 and 4a-60a, and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good

faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

9.1.4 Sexual Orientation Contract Compliance Law (GSG §4a-60” and 4a-60a): Connecticut enacted administrative regulations issued pursuant thereto that prohibits all those who contract with the state, including subcontractors, from engaging in or permitting discrimination in recruiting, hiring or other employment practices. The law further requires state agencies to aggressively solicit the participation of minority and women owned businesses in state contracts.

9.1.5 Small Contractors Set-Aside Program (CGS § 4a-60g): Connecticut requires each state agency and political subdivision of the state other than a municipality to set as an annual goal their intention to contract with certified small contractors at least 25% of their total projected annual expenditures. The law further requires that one quarter (.25) of this amount or 6.25% of the total projected annual expenditures) be with certified minority businesses. Thus agencies may set aside contracts in whole or in part for bid only by eligible small and/or minority businesses.

9.1.6 Small Contractor: Is a company that has been in business for at least one year, has its principal place of business in Connecticut and whose gross revenues for the prior year did not exceed fifteen (15) million dollars.

9.1.7 Minority Business: Is a small contractor that is 51% owned, controlled, and beneficially operated by a minority person or persons. The law defines a minority person as a person with a disability or as any person who is a:

- .1 **Black American**, including a person having origins in any of the Black African racial groups;
- .2 **Hispanic American**, including a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin;
- .3 **American Indian** and a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification;
- .4 **Asian Pacific American and Pacific islander**;
- .5 Person having origins in the **Iberian Peninsula, including Portugal**; or
- .6 **Women.**

8.2 Website Link:
For guidance on the Affirmative Action/Contract Compliance Requirements, Statutes, and required Compliance Forms visit CT-CHRO Website: www.ct.gov/chro and click on the **Affirmative Action** and **Contract Compliance** Links.

8.3 Nondiscrimination and Affirmative Action Provisions:
This section is inserted in connection with Subsection (a) of C.G.S. § 4a-60 of the General Statutes of Connecticut, as revised.

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

a. (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it

is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

- 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.
- c. "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- d. **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.
- e. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- f. The contractor shall include the **provisions** of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

Article 10 Nondiscrimination Provisions Regarding Sexual Orientation:

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

- a.(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- b. The contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- c. For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

A **Nondiscrimination Certification** is required see Article 2 of this Instructions to Proposers for instructions on how to **electronically upload the Certificate**.

Article 11 Union Labor:

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

Article 12 CT Department Of Labor (DOL) Public Contract Requirements:

12.1 CT Department Of Labor (DOL) Public Contract Requirements:
The CT Department Of Labor (DOL), Wage, and Workplace Standards Division administers a wide range of laws governing Public Contract compliance includes but is not limited to the following:

12.1.1 Prevailing Wage Rates: (CGS 31-53): The Commissioner of CT Department Of Labor (DOL) shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection §31-53, in each locality where any such public work is to be constructed. The Prevailing Wage Rates are for the

duration this Project's Contract Time and are in **Section 00 43 23.1 Prevailing Wage Rates (D-B)** of this D-B-RFP.

- 12.1.2 Annual Adjustments To Wage Rates (CGS §31-55a):** In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor **Annual adjusted Prevailing Wage Rates will not be considered a matter for a Agreement Amendment with CT DCS.**
- 12.1.3 Certified Payrolls (CGS §31-53):** Mandatory requirements for monthly submittal of statements of compliance to the CT DCS.
- 12.1.4 Construction Safety And Health Course (CGS §31-53b):** Mandatory contract requirement for a Construction Safety And Health Course training course where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least (\$100,000) one hundred thousand dollars. Not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910.268.
- 12.15 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 **CGS** **HYPERLINK** "<http://www.cga.ct.gov/2001/pub/Chap557.htm>" \l "sec31-53.htm" lt "_blank" **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."
- 12.16 Wage & Workplace Standards Forms:** CT – DOL provides all mandatory Wage & Workplace Standards Forms.

- 12.2 Website Link:**
For guidance on the **CT Department of Labor (DOL) Public Contract Requirements** and Forms visit CT-DOL Website Link: www.ctdol.state.ct.us.

Article 13 Labor Market Areas:

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

- 13.1 Labor Market Area (LMA):** As defined by the U.S. Bureau of Labor Statistics, is an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence.
 - 13.1.1** All Proposers shall have read GSG § 31-52 and 31-52a, as revised. These sections relate to the preference of State citizens and the preference of residents of the labor market area in which the work under the contract is to be done and the penalties for violations thereof.
- 13.2** In order to avoid violations by the contractor and to cooperate with and assist the State in the implementation of the statutory mandates, any bidder awarded a contract with the State shall be required to provide the State with the following information:
 - 11.2.1** The names and addresses of employees utilized by the contractor and by its subcontractors and how long each such employee has resided in Connecticut.

- 11.2.2** How long each employee has resided in the labor market area, as established by the State Labor Commissioner, in which the work under the contract is to be done. Labor market areas are indicated on the end of this section.
- 11.2.3** Within thirty (30) days after the start of work, the contractor shall submit a signed statement setting forth the procedures the contractor and its subcontractors have taken to assure that they have sought out qualified residents of the labor market area. Also, the statement shall include information as to how many persons were considered for employment and how many were actually hired. Such procedures will include, but not be limited to, obtaining names of available persons from area Employment Security Offices.
- 11.2.4** In the same manner as item (11.2.3) above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.
- 11.2.5** The contractor shall cooperate with and provide information to the construction supervisor or inspector of the State assigned to collect and verify the information required. The State may request that all such information be updated during the term of the contract at reasonable times.
- 11.2.6** All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.
- 11.2.7 Pursuant to GSG § 31-52b, as revised:**
“The provisions of sections 31-52 and 31-52a shall not apply where the State or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of said sections or regulative procedures pursuant thereto.” However, no exception shall be determined to be applicable unless stated in writing by the Commissioner of the Department of construction Services.
- 11.3 Website Link:**
For guidance on the CT Department of Labor (DOL) Labor Market Areas (LMA) visit CT-DOL Website Link: <http://www1.ctdol.state.ct.us/lmi/misc/lmatowns.asp>.

END

**Section 00 21 16.1
Instructions To Proposers (D-B)**

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 24 19.1
Project Scope, Proposal Submittal Requirements,
Evaluation, And Selection Procedures for Design-Build (D-B)**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

*Prepared by:
CT Department of Construction Services
Division of Design & Construction
165 Capitol Avenue
Hartford, Connecticut 06106*

1.0 Connecticut Department of Construction Services - Divisions:

The Connecticut Department of Construction Services is comprised of two (2) distinct operational Divisions that shall provide the following types of design, construction, and building / fire code services for State Capital Projects:

- 1.1 Division of Design and Construction (DD&C):** CT DD&C is comprised of the following Offices:
- 1.1.1 Office of Process Management:** This Office provides the fiscal programming and budget formulation necessary for the development and implementation of State Capital Projects including consultant and contractor selection, creation and management of design & construction processes & procedures & forms for State Capital Projects.
- 1.1.2 Office of Project Management:** This Office provides all of the functions necessary for the execution of the design, construction of State Capital Projects including Project Scope Development, Scheduling, Consultant Selection & Contracts, and Management of the Design and Construction Phase Services of a Project.
- 1.2 Division of Fire and Buildings Services (DF&BS):** CT DF&BS is comprised of the following Offices:
- 1.2.1 Office of State Building Inspector (OSBI):** The OSBI is the Authority Having Jurisdiction for State Building Code compliance for State Capital Projects including Code Plan Review, Construction Inspections, and issuance of Building Permits and Certificates of Occupancy.
- 1.2.2 Office of State Fire Marshal (OSFM):** The OSFM is the Authority Having Jurisdiction for CT Fire Safety Code compliance for State Capital Projects including Code Plan Review, Construction Inspections, and annual inspection of existing State Buildings.

2.0 Design-Build Project Information:

The Connecticut Department of Construction Services (CT DCS), Division of Design and Construction (DD&C) is accepting D-B Proposals in response to this D-B Request for Proposals (RFP) from D-B Proposers that have been Shortlisted for the following Project:

Project Number:	CF-RC-380-DB
Project Name:	CCSU Residence Hall
Project Location:	Central Connecticut State University 1615 Stanley Street, New Britain, CT 06050
Maximum Total Project Cost:	\$64,000,000.00 (Includes Design, Construction, and all of the Requirements of this D-B RFP.)
Proposed Contract Time:	587 Calendar Days (For Design & Construction from Notice To Proceed to Substantial Completion Date.)

2.1 Project Description:**1.1.1 General:**

Using the Design/Build delivery method, the Work consists of a new residence hall facility providing six-hundred and thirty-seven (637) beds. The new facility will be seven (7) floors estimated at a total of approximately 220,000 gross square feet (GSF). The project will accommodate six hundred and twelve (612) students, in one hundred fifty three (153) student suites and twenty-four (24) resident assistants. Each student suite will contain two (2) bedrooms (331 GSF, double occupancy), a small living space, closets and one full bathroom. A designated number of these suites will be designed for Americans with Disabilities Act (ADA) accessibility. The ground floor of the facility will house two (2) resident director apartments, area for student life and support services and the offices of Residential Life.

1.1.2 Design Concept:

The campus has a need for additional suite style housing. Four person, two bedroom units with a shared living room are the preferred suite type. Creating identifiable "neighborhoods" of approximately 30 students each on each residential floor, supported by resident assistants, with shared lounge and study areas will help to create a sense of community and identify within the overall building population. It is desired that the building height not exceed 75 feet to the top of the highest occupied floor in order to avoid the

code requirements for High Rise Structures. Please refer to Volume 2 for specific program requirements.

The image of the building must be in keeping with that of the overall campus, with a strong preference for a red brick façade. A sloping standing seam copper roof is the campus standard. Vance Hall most closely embodies the sought after image of the campus.

Creating a clear sense of place outside of the building is important while providing for shared informal recreational and green space.

1.1.3 Phasing:

The project will not be phased. The scope of the project will encompass the entire building. The exact limits of construction shall be determined as part of the initial design efforts.

1.1.4 Existing Site:

The project site is currently a grassy field adjacent to Ella Grasso Boulevard, the Student Center Garage, and Student Center Parking Lot. There is an approximately 10~12' drop from north to south on the site along the edge with Ella Grasso Boulevard, though the majority of the site is fairly level. The project does not include the demolition of any existing structures.

1.1.5 Site Design:

Telecom/Data connection will be made back to the existing Power House building. All other utilities will connect to the existing underground utility tunnel that runs beneath the main east/west circulation path on the campus. The project will include site mounted generators and transformers. Service access for the building is assumed to be provided by a loading dock / receiving area along the existing service drive along the east face of the second level. The required HC parking spaces are to be accommodated on the ground floor of the adjacent garage. Creating a new at grade Pedestrian entry to the garage and re-stripping is the responsibility of the Design/Build Entity. No "on-site" parking is assumed.

Access by emergency vehicles to the building is required.

1.1.6 Landscape Design:

As noted under the site design description, landscaping work is generally limited to areas immediately adjacent to buildings. Scope includes lawn area west and south of building. Durable trees and groundcovers will be integrated into design as well as required pedestrian lighting. Scope does not include an irrigation system.

1.1.7 Sustainability Goals:

The building and must be designed and constructed to achieve USGBC LEED Silver certification as well as comply with the CT High Performance Buildings requirements. See subsection 4.4 High Performance Buildings of this Section of the D-B RFP.

1.1.8 Interior Design:

The interior finishes will address the varied functional program areas in the facility. In general, all materials will be selected to address durability concerns related to a University building. A higher level of finish will be applied to the ground floor public areas including the 300 person Multipurpose Room. With the exception of major corridors which are planned to have ground face block, the majority of walls within the facility will be painted gypsum board. Carpet and linoleum will be used as identified in Volume 2 of 2 of the D-B RFP. Ceilings will be a combination of exposed structure, gypsum board and acoustic ceiling tiles as appropriate by program area. Overall, interior detailing and finish selections will address the significant acoustic issues associated with this building type. Scope will also include code required and room identification signage as well as general wayfinding signage.

1.1.9 Furnishing and Equipment and Work by Others:

The Design Builder will coordinate their work with that of the CCSU Furniture Consultant during the Design Phase for furniture, furnishings and equipment intended for common spaces, offices, bedrooms, suite living rooms and other spaces. It is the intent that CCSU will perform their own in-house FF&E design and purchase of the furniture.

Bed and desk dimensions shown on Drawing A-401 are diagrammatic and coupled with the Room Data Sheets provide enough information to enable the Design Builder an adequate understanding of CCSU's requirements and intentions.

1.1.10 Environmental & Permitting Issues:

See subsections 4.6, 4.7, and 4.8, none known at this time.

1.1.11 Hazardous Materials Abatement:

None. If any develop they will be handled by others.

2.3 D-B RFP Available Information:

This D-B Request for Proposals (RFP) contains **Section 00 31 16.1 Available Information for Shortlisted Design-Builder's Review D-B**. This Section provides a Table of Contents of "Available Information" that is accessible from the CT DD&C's Criteria Architect's File Transfer Protocol (FTP) Website. This "Available Information" is necessary and essential for use by all Shortlisted D-B Proposer's in the preparation of their D-B Proposal contains, but is not limited to, the following:

- .1 Volume 2 of 3 - Design Program;
- .2 Volume 3 of 3 - Construction Quality Standards.

3.0 Proposed Key Milestone Schedule:

The following is the Proposed **Key D-B Milestone Schedule** for this Project and is issued by the CT DD&C to all Shortlisted Design-Builder Proposers.

Item	Proposed Key Milestone Schedule	Day of Week Date
1.0	D-B Request for Proposals (RFP) (with the official D-B RFP Release Date / Time) sent to Shortlisted D-B Proposers: 1.1 Final D-B RFP sent to Printer.	Wednesday 05.23.12
2.0	D-B Request for Proposals (RFP) Release Date to D-B Proposers: 2.1 D-B RFP available for Pick-up at 1:00 P.M., State Office Building, Second Floor, Room 265 , 165 Capitol Ave, Hartford, CT	Friday 06.01.12
3.0	D-B Pre-Proposal Meeting Date: 3.1 For time and location see Section 00 11 19.1 – D-B Request for Proposals.	Wednesday 06.13.12
4.0	Last Date For Shortlisted D-B Proposers to Submit Questions Regarding CMR RFP:	Wednesday 07.11.12
5.0	Last Date for CT DCS to issue an D-B RFP Addendum:	Friday 07.20.12
6.0	D-B Best Value Proposal Due Date: 6.1 D-B Proposers shall be deliver their D-B Proposals, prior 1:00 P.M. , to the State Office Building, Second Floor, Room 265, 165 Capitol Avenue, Hartford, CT, 06106.	Friday 09.07.12
7.0	Meeting of the D-B QBS Screening Shortlist Panel Members to Review D-B Proposals for Pass/Fail Grading of the D-B RFP Qualitative Criteria Components. 7.1 Shortlist Panel Screening Meeting at prior 1:00 P.M. , to the State Office Building, Second Floor, Room 265, 165 Capitol Avenue, Hartford, CT, 06106.	Monday 09.10.12
8.0	D-B Interview Invitation Letter sent to D-B Shortlisted Proposers: 8.1 At least one week prior to the Scheduled D-B Interviews the CT DCS Selection Office shall email all of the Shortlisted D-B Proposer's an Interview Schedule designating the time of each Shortlisted D-B's Interview.	Tuesday 09.11.12

Item	Proposed Key Milestone Schedule (Continued)	Day of Week Date
9.0	D-B Interview/Selection Panel Members Receive Qualitative Criteria Components of the Proposal for their Review: 9.1 D-B Shortlist Panel Screening Meeting in Room 257, 165 Capitol Ave., Hartford, C, specific time to be announced..	Wednesday 09.12.12
10.0	D-B Interview/Selection Panel, PM, and D-B Criteria Architect Meeting to Review Qualitative Criteria Components of the Proposal:	Thursday 09.13.12
11.0	D-B Interview/Selection Panel Interview and Evaluation of the Qualitative Criteria Components Proposal:	Thursday 09.14.12
12.0	CT DCS shall Public Opening of D-B Sealed Total Cost Proposal Components of the Proposal:	Monday 09.17.12
13.0	The DD&C PM/Chair & D-B Criteria Architect shall conduct D-B RFP Compliance Review of the D-B Sealed Total Cost Components (Optional Attendance by Interview/Selection Panel):	Monday 09.17.12
14.0	The DD&C Office of Process Management conducts the Final Proposal Rating Calculation (Optional Attendance by Interview/Selection Panel):	Monday 09.17.12
15.0	The D-B Proposer Conditional Letter Package Submitted to the CT DCS Commissioner for Approval:	Friday 09.21.12
16.0	The CT DCS Office of Process Management's Contract Unit begins processing the D-B Agreement Package documents (D-B Team and DCS meet to review required documents):	Thursday 09.25.12
17.0	The CT DCS Office of Process Management's - Contract Unit submits the D-B Agreement Package documents to CT DAS - State Properties Review Boards (SPRB) for Review & Approval:	Tuesday 10.09.12
18.0	The CT DAS - SPRB D-B Agreement Contract Approval Date:	Friday 10.26.12
19.0	Funding Approval Date (By CHEFA):	Friday 11.02.12
20.0	Attorney General D-B Agreement Contract Approval Date:	Friday 11.02.12
21.0	CT DCS D-B Agreement Award to the Selected Design-Builder:	Thursday 11.08.12
22.0	Notice to Proceed Design and Construction:	Thursday 11.08.12
23.0	Design and Construction Start Date:	Thursday 11.08.12
24.0	Construction ("Design and Construction Start Date" to "Substantial Completion Date"): This period includes the LEED off-gassing and the weather delay allowance:	587 Calendar Days

Item	Proposed Key Milestone Schedule (Continued)	Day of Week Date
25.0	Substantial Completion Date:	<i>Tuesday</i> <i>06.17.14</i>
26.0	Facility is turned over to the CCSU for FF&E installation (Substantial Completion +30 days)	<i>Friday</i> <i>07.18.14</i>
27.0	University Administrators and Staff populate the Facility (Substantial Completion +45 days)	<i>Wednesday</i> <i>07.30.14</i>
28.0	Students use of the Facility (Substantial Completion +60 days)	<i>Friday</i> <i>08.15.14</i>
29.0	Closeout: (“Substantial Completion” to “Acceptance of the Work”): (“Construction Start Date” + 587 to “Substantial Completion” + 90 to “Acceptance Of The Work”).	<i>Friday</i> <i>09.15.14</i>
END		

4.0 Design - Build Procedural Requirements:

The Design-Builder Selected for this Project must comply with all of the following Procedural Requirements during the Design and Construction of this Project.

4.1 Construction Documents Coversheet and Title Block:

The Design-Builder's A/E shall utilize the CT DCS Coversheet and Title Block in the production of their Construction Documents. AutoCAD Drawing Templates for the CT DCS Coversheet and Title Block are available, upon request, from the CT DD&C's PM.

4.1.1 Reproduction Costs: The Design-Builder is responsible for all Reproduction Costs to meet all of the Submittal requirements identified in the D-B RFP, for all participants in the Design-Build Process, and the costs shall be included in the D-B Total Cost Proposal.

4.2 Requirements For Projects That Exceed Threshold Building Limitations (CGS § 29-276b):

This Project Exceeds the Threshold Building Limitations of the State Statutes therefore the Design-Builder selected for this Project must comply with the following requirements:

4.2.1 Independent Structural Engineering Consultant Review: In accordance with CGS § 29-276b if a proposed structure or addition will exceed the threshold limit then the CT DD&C shall engage the services of an independent structural engineering consultant to review the Design-Builder's Structural Engineer of Record's structural plans, specifications, and structural calculations of the structure or addition to be constructed to determine their compliance with the requirements of the State Building Code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition as required by the CT DF&BS OSBI.

.1 Modifications: Any modifications of approved structural plans or design specifications shall require shop drawings to the extent necessary to determine compliance with the requirements of the CT State Building Code and shall be reviewed by the CT DD&C independent structural engineering consultant.

4.2.2 Independent Structural Engineering Consultant Requirements:

The CT DF&BS - OSBI may prequalify independent structural engineering consultants to perform the reviews required under this subsection. In the case of such a project, the Design-Builder's general contractor and each major subcontractor shall keep and maintain a daily construction log in a manner prescribed by the CT DF&BS - OSBI. The CT DF&BS OSBI shall, upon request, have access at all reasonable times to such log. If a structure or addition exceeds the threshold limit, the Design-Builder's architect of record, professional engineer of record responsible for the design of the structure or addition and the Design-Builder's general contractor involved in such project shall sign a statement of professional opinion affirming that the completed construction is in substantial compliance with the approved plans and design specifications. If fabricated structural load-bearing members and assemblies are used in such construction, the Design-Builder's professional engineer licensed in accordance with CGS chapter 391 that is responsible for the design of such members or assemblies shall sign a statement of professional opinion affirming that the completed fabrication is in substantial compliance with the approved design specifications.

- .1 The CT DF&BS - OSBI shall, upon request, have access at all reasonable times to such log. If a structure or addition exceeds the threshold limit, the architect of record, professional engineer of record responsible for the design of the structure or addition and the Design-Builder's general contractor involved in such project shall sign a statement of professional opinion affirming that the completed construction is in substantial compliance with the approved plans and design specifications.
 - .2 If fabricated structural load-bearing members and assemblies are used in such construction, the Design-Builder's professional engineer licensed in accordance with chapter 391 responsible for the design of such members or assemblies shall sign a statement of professional opinion affirming that the completed fabrication is in substantial compliance with the approved design specifications.
 - .3 The CT DD&C Project Manager (PM) and their representative the D-B Criteria Architect shall receive copies of all required reviews, review responses, reports, logs, and etc. that are associated with all projects that Exceed the Threshold Limitations of the state statutes produced by the D-B Structural Engineer of Record and the CT DF&BS - OSBI.
- 4.3 Authority Having Jurisdiction for Code Compliance:**
- 4.3.1 Building Permit Plan Review and Building Permit:**
Prior to Bidding this Project the Design-Builder shall be required to submit their Bid Documents to the CT DF&BS - OSBI for Building Permit Plan Code Review and issuance of a Building Permit.
 - .1 Building Permit Fee/Costs:**
All fees and costs relative to obtaining a Building Permit from the CT DF&BS - OSBI shall be paid by the Design-Builder and shall be included in their "Total Cost Proposal Form". See **Section 00 42 53 Total Cost Proposal Form D-B** (See Section 00 40 00 Procurement Forms - Supplements) for the proposed building project.
 - 4.3.2 Certificate of Occupancy:**
Prior to State User Agency Occupancy of this Project the Design-Builder shall be required receive a Certificate of Occupancy issued by the CT DF&BS Office of State Building Inspector.
 - 4.3.3 Design Phase Code Plan Review:**
The following that must be submitted to the CT DF&BS - OSBI and OSFM, and submit copies to the CT DD&C PM, for review and approval includes, but is not limited, to the following:
 - .1 Code Requirements:**
The Design-Builder's A/E shall complete the DD&C "Building Information Form". The Design-Builder's Architect shall provide all of the information on the CT DCS Form **3011 Building Information For Code Analyses** (See Section 00 60 00 Project Forms D-B and shall include this information on the drawings. (do not include this information in the specification since the drawings are CT DCS official record for all projects).
 - .1 The Design-Builder's A/E shall submit the "ICC Plan Review Record" worksheets to CT DFBS - OSBI and OSFM for review and approval. ICC Plan Review Record Forms may be obtained on International Code Council (ICC) website at www.iccsafe.org.
 - .2 The Design-Builder's A/E shall submit the occupant / plumbing calculations for this as required the requirements of the CT State Plumbing Code.
 - .3 The plans must indicate all rooms/spaces that has an occupant load of **fifty (50)** or more persons. The total occupant load for each floor shall be indicated on the floor plans. Separate plans with occupancy.
 - .2 D-B Design Phase Review Schedule:** The Design-Builder shall coordinate, Schedule and facilitate Design Review meetings with CT DF&BS - OSBI, OSFM, the CT DD&C PM and Criteria Architect and shall establish a Design Review Schedule for the review of the Design-Builders Plans and Technical Specifications.

- .3 Design-Builder's Review Response:** The Design-Builder's A/E shall provide a written response to all CT DF&BS - OSBI and OSFM review comments. A copy of all of the Design-Builder's A/E written responses to CT DF&BS - OSBI and OSFM for review comments shall be forwarded to the CT DD&C PM. The Design-Builder's A/E written responses shall have a signature of the A/E responsible for the response and date of the response. Additional next stage reviews will not be initiated until the A/E responds to prior review comments. "Will comply" is not an acceptable review response. A short simple declarative sentence is required.
- .4 Statement of Special Inspections:**
The CT DD&C shall engage the services of a Special Inspector to provide all required Special Inspections. The Design-Builder's A/E shall include with his contract documents submittal to the CT DD&C PM a Statement of Special Inspections prepared by the structural engineer of record. The Design-Builder shall include the Statement of Special Inspections with their application for a building permit to the CT DF&BS - OSBI. For the "Statement of Special Inspections" and the "Final Report of Special Inspections" visit the American Council of Engineering Companies of Connecticut (ACEC/CT) website at www.ctengineers.org.
- .5 Local Municipality Fire Chief Approvals:** The Design-Builder must submit a request where the Project is located requesting the local Fire Chief's confirmation that the project's "open perimeter", as calculated by the A/E, is accurate, and the location of fire hydrants are accessible and acceptable in accordance with the local municipality fire fighting requirements. A copy of the Fire Chief of the local municipality approval must be submitted to CT DF&BS - OSBI and OSFM, and the CT DD&C PM.
- .6 Shop Drawings For Fire Protection Systems:** See 01 33 00 Submittal Procedures, Division 01 General Requirements (D-B Capital Projects).
- .7 Shop Drawings For Roofing Systems:** See 01 33 00 Submittal Procedures, Division 01 General Requirements (D-B Capital Projects).
- 4.3.4 Certificate of Compliance:** The Design-Builder selected for this Project must submit copies of the following information to the CT DD&C PM:
- .1 Part "1":** Prior to submission of the Building Permit Application to DF&BS - OSBI the Design-Builder's Consultant (Licensed Design Professional) shall complete CT DCS Form **3150 Certificate of Compliance - Part 1 - Preconstruction Phase** (See Section 00 60 00 Project Forms) to certify that the documents have been designed in accordance with the current codes. The Design-Builder shall submit the Certificate of Compliance be submitted to CT DF&BS - OSBI and to the CT DD&C PM with the Design Builders Signed & Sealed Bid Documents.
- .2 Part "2":** Prior to issuance of a Certificate of Occupancy by DF&BS - OSBI the Design-Builder and the Design-Builder's A/E shall complete and submit CT DCS Form **7150 Certificate of Compliance Part 2 - Construction Phase** (See Section 00 60 00 Project Forms) to the CT DF&BS OSBI and the CT DD&C PM Prior to State User Agency Occupancy and Application for a Certificate of Occupancy.
- 4.3.5 Elevator Inspection:** Acceptance of any elevator within the State of Connecticut is the responsibility of CT DF&BS Bureau of Elevators. See CT DF&BS - OSBI for an established a list of common reasons for non-acceptance of new elevator installations.
- .1 Fees/Costs:** All fees and costs relative to an acceptance of any elevator shall be paid by the Design-Builder and shall be included in their CT DCS Form **00 42 53 Total Cost Proposal Form – (D-B)** (See Section 00 40 00 Procurement Forms-Supplements).
- 4.4 High Performance Buildings:**
The Design-Build Team shall design and construct this Project by the in accordance with the requirements of CGS § 16a-38k and the CT DCS "**Capital Projects High Performance Buildings Guidelines**" (The CT DCS "Capital Projects High Performance Buildings Guidelines" is available at the CT DCS Website www.ct.gov/dcs) and applicable Sections of **Division 01 General Requirements (D-B Capital Projects)** that include but are not limited to the following requirements:

4.4.1 Commissioning (Cx):

Commissioning (Cx) shall be an integral part of the building project. The CT DD&C shall engage the services of a Commissioning Authority (CxA) who shall be responsible to carry out the execution of the commissioning process and coordination with Design-Builder's Commissioning (Cx) responsibilities during the Design and Construction Phases of the project.

.1 Summary of Commissioning (CxA) Requirements:

The Design-Builder shall implement additional commissioning process activities prior to beginning the D-B design phase including but not limited to the following requirements:

.1 Prior to the start of the Design-Builder's design phase, the CT DD&C's engage the services of an independent Commissioning Authority (CxA) to lead, review, and oversee the completion of all commissioning process activities. The CxA shall, at a minimum, perform Tasks .2, .3 and .6. The Design-Builder's shall perform Tasks 4 and 5.

.1 The CxA shall:

- .1 be a qualified employee or consultant of the DD&C.
- .2 not be an employee of the Design-Builder; and
- .3 shall report results, findings and recommendations directly to the DD&C PM & D-B Criteria Architect.

.2 The CT DD&C's CxA shall conduct, at a minimum, one commissioning design review of the CT DD&C's Owner's Project Requirements (OPR), the Design-Builder's Basis of Design (BOD), and Design-Builder's design development phase prior to mid-construction documents phase and back-check the review comments in the subsequent design submission.

.3 The CT DD&C's CxA shall review Design-Builder's Team submittals applicable to systems being commissioned for compliance with the OPR and BOD. This review shall be concurrent with Design-Builder's A/E reviews and submitted to the Design-Builder's Team and the CT DD&C's PM and D-B Criteria Architect.

.4 The Design-Builder's Team shall develop a systems manual that provides future operating staff the information needed to understand and optimally operate the commissioned systems.

.5 The Design-Builder shall verify that the requirements for training operating personnel and building occupants are completed.

.6 The Design-Builder shall assure the involvement by the CT DD&C's CxA in reviewing building operation within 10 months after substantial completion with O&M staff and occupants. The Design-Builder shall include a plan for resolution of outstanding

.2 Commissioning (Cx) Definitions:

.1 **Basis of Design (BOD):** A document developed by Design-Builder's A/E Team that records the concepts, calculations, decisions, and product selections used to meet the CT DD&C and State User Agency's Project Requirements (OPR) and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.

.2 **Commissioning Authority (CxA):** The CxA is an independent agent, not otherwise associated with the Design-Builder's A/E Team members or their Contractor and is hired by the CT DD&C. CT DD&C's CxA does not take an oversight role like a Construction Administrator (CA). The CxA is part of and reports directly to the CT DD&C's D-B Criteria Architect Team (DBCA).

.3 **Commissioning Plan (Cx Plan):** The Design-Builder's shall submit, ~~to the CT DD&C PM,~~ an overall preliminary Cx Plan with their Proposal and a fully developed Cx Plan developed with their initial design phase submission, if selected, that provides the structure, schedule and coordination planning for the commissioning process. The final Commissioning Plan shall require approval by the Owner is binding on the Design-Builder. **See Subsection 13.2.2 Design/Technical Proposal Booklet Submittal Requirements.**

- .4 Commissioning (Cx) Process:** A quality focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements (OPR).
- .5 D-B Criteria Architect/ Engineer (DBCA):** The CT DD&C engages the services of a DBCA. The CT DD&C DBCA is an independent consultant not otherwise associated with the Design-Builder's A/E Team members or Design-Builder's Contractor and is contracted by CT DD&C to produce a Design-Build Request for Proposals (D-B RFP) that contains the Owner's Project Requirements (OPR). The D-B RFP is used to solicit Proposals from prospective D-B Proposers. The Design-Builder with the Best Value Proposal is selected to design and build the Project. The CT DD&C's DBCA reviews D-B's Design compliance with the requirements of the D-B RFP and provides the Owner with construction oversight to ensure the D-B's contract documents and construction conforms to the requirements of the D-B RFP.
- .6 Owner's Project Requirements for Commissioning (OPR):** The OPR is a written document prepared by the CT DD&C's D-B Criteria Architect / Engineer and included in the Owner's D-B Request for Proposals (D-B RFP) and details the functional requirements of a project and the expectations of how it will be used and operated. This includes project and design goals, measurable performance criteria, sustainability, budgets, schedules, success criteria, owner's directives, and supporting information. It also includes information to assist the project team to properly plan, design, construct, operate, and maintain systems and assemblies. If program or mission elements change during the span of project delivery, the OPR should be updated to reflect changes in building performance requirements.

4.4.2 Integrated Design Process: The Design-Builder shall participate in the "Integrated Design" process with the "Project Stakeholders" to set environmental and building performance goals.

4.4.3 Energy Performance: The Design-Builder shall design and construct this Project to meet the base minimum energy performance for this Project shall be at least twenty-one percent (21%) better than the most current Connecticut State Building Code or ASHRAE 90.1-2004, whichever is more stringent.

4.4.4 LEED Certification: Design-Builder shall design and construct this Project to receive a Leadership in Energy and Environmental Design (LEED) Silver Level Certification for **LEED New Construction and Major Renovations Rating System** (latest version) from the United States Green Building Council.

.1 LEED Certification Fees/Costs:

All fees and costs relative to obtaining LEED Certification shall be paid by the Design-Builder and shall be included in their CT DCS **00 42 53 Total Cost Proposal Form – (D-B)** (See Section 00 40 00 Procurement Forms - Supplements).

4.4.5 Reporting Requirements: In accordance with the requirements of CT DCS "Capital Projects High Performance Buildings Guidelines" and CGS § 16a-38k-8, the Design-Builder shall provide the following six (6) types of Reports are required to be produced:

- .1** Award of the Design Contract Letter;
- .2** Design Development Phase Completion Report;
- .3** Construction Document Phase Completion Report;
- .4** Construction Substitution Reports;
- .5** Pre-Occupancy Commissioning (Cx) Report;
- .6** Post-Occupancy Commissioning (Cx) Report.

4.4.6 Fees/Costs: All fees and costs relative to compliance with all of the CT DCS "Capital Projects High Performance Buildings Guidelines" requirements shall be paid by the Design-Builder and shall be included in their D-B Total Cost Proposal Form for the proposed building project.

4.5 Building Information Modeling (BIM):

The Selected Design-Builder's Team selected shall utilize BIM for the Design and Construction Phases of this Project including, but is not limited to, design, construction, scheduling, budgeting, material quality, performance, and etc. The following is an outline of BIM services that shall be required for this Project:

- 4.5.1** DCS shall require the Design-Build Developer to utilize a BIM Model and some level of integrated Project Design / Project Team for this project.
- 4.5.2** The BIM Model, DCS shall require that the Design-Build Developer execute pre-construction contracts and /or construction contracts with the key team member(s) within ten (10) day of the D-B Agreement Notice To Proceed. The Design Phase BIM Team shall include, at a minimum, the Architect, Structural Engineer, MEP Engineer, General Contractor, and the four (4) named Subcontractors (Masonry, Electrical, Mechanical, and HVAC). Other Sub consultants or Subcontractors may be included as necessary to have an effective BIM effort during contract documents / construction documents preparation. This team or an expanded team shall then continue with the BIM Model during the construction phase.
- 4.5.3** DCS has developed several initial categories of model development. The category of model development required for a specific project will normally be described in the request for professional service, and will be incorporated into the Design Firms Agreement. The selected model development level will be adjusted to accommodate a specific project needs. For this project the team shall review the specific modeling development requirements described below and explain in their proposal the level of modeling they shall use for this project. DCS anticipates model development at level II for this project.
- .1** The several categories of model development are described as follows:
- I.** This model will support project planning through space and volume illustration, adjacencies, and site positioning.
 - II.** This model will include a sufficient level of development to support document and system review, clash detection and coordination, and support as as-built format for user Agency use after completion. This is the standard model category for DPW projects.
 - III.** This model will include all the benefits and requirements of the early model categories, and will provide sufficient detail to support a detailed model development of systems supporting building occupancy and facility management.
- 4.5.4** The cost related to preparation of the BIM Model shall be included in the Design –Builders Lump Sum project cost. The BIM implementation plan and the procedures for the clash detection shall be reflected in construction documents. The Design – Builder shall be responsible for managing the BIM model and for the clash detection.
- 4.5.5** The development of a BIM FM model is also anticipated. The specifics of the BIM “FM” tool shall be jointly determined by the Owner and the Design-Build Team. The total cost proposal and the development agreement shall include a \$50,000.00 allowance for the preparation of the “Facility Management BIM Tool”. The Owner may or may not choose to proceed with this work item. If not used, this allowance will become a \$50,000 Credit Change Order.
- 4.5.6** The D-B Proposal Submission shall include a one (1) page to four (4) page BIM narrative description of the Design-Build Teams proposed BIM Model approach. The BIM Model approach shall also be part of the interview presentation. The BIM Model approach will be evaluated as part of the Qualitative Criteria Components Evaluation. The BIM Model rating shall be scored as 25 point out to total 700 points for the qualitative evaluation factor as shown on the subject rating sheet. The narrative and presentation shall describe how BIM will be used during Design and during Construction. The narrative shall explain the project benefits of using this level of BIM. The construction BIM Model shall be provided to the Owner as part of the Closeout Package. The narrative shall discuss the D-B Teams BIM Modeling Maturity using any of the common industry “BIM Modeling Maturity matrix indicating the Project Teams’ skill level shall be part of the narrative. See subsection 16.3, “D-B-Interview/Selection - Qualitative Criteria Components Evaluation” of this D-B RFP. **Also see Subsection 13.2.2 Design/Technical Proposal Booklet Submittal Requirements.**

- 4.5.7 This BIM presentation shall also provide a brief recommendation as to how BIM Model should be adjusted or improved for use in the future Facilities Management of this facility. The specifics of the BIM “FM” tool shall be jointly developed between the CCSU Facilities staff, Design-Build Team, and the DCS Project Manager.
- 4.5.8 **Fees/Costs:** All fees and costs relative to Design-Builder’s Team utilizing BIM for the Design and Construction Phases of this Project shall be paid by the Design-Builder and shall be included in their “Total Cost Proposal Form” for the proposed building project.
- 4.6 **Permits, Certifications and Approvals to be Obtained by the Design-Builder:**
- 4.6.2 The Selected Design-Builder shall complete the CT DCS Form **3030 - Checklist for Permits, Certifications, and Approvals** (See Section 00 60 00 Project Forms) and review each permit, certification, or approval to determine if it is applicable to the project. The Design-Builder shall also review all available environmental documents for the project to determine required permits, in addition to documents that have received regulatory approval. The completed Checklist shall be submitted and revised and resubmitted with each design submittal to the CT DD&C Project Manager. Copies of the Checklist are also to be sent to CT DD&C Environmental Planning Services. The Design-Builder shall submit drafts of all applicable applications as part of the Design Development submission to the CT DD&C Project Manager for review.
- 4.6.3 The Selected Design-Builder shall ensure all the required permits, certifications, and/or approvals are obtained for the project on behalf of the client agency, including the “General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities,” which the Design-Builder shall be the *Developer, Permittee, Registrant, Owner, and Applicant*, as those terms are defined in applicable Connecticut Department of Energy and Environmental Protection (CT DEEP) regulations and permits. The Design-Builder shall ensure that all permits, certifications, and/or approvals are obtained in a timely manner and shall ensure the project design and schedule meets applicable regulatory requirements.
- 4.6.4 The Selected Design-Builder shall continuously assess and reassess the applicability of permits, certifications, and/or approvals throughout the phases of the project.
- 4.6.5 For supplemental information about an individual permit, certification, or approval, the Design-Builder shall contact the appropriate agency or agency website for specific information. The Design-Builder shall complete all necessary application forms, obtain the necessary signatures, and submit the permit(s), certification(s), and/or approval(s) for the project. Furthermore, the Design-Builder shall coordinate with the appropriate agency(ies) **EXCEPT FOR** the CT DEEP Inland Water Resources Division and the State Traffic Commission, in such cases, the Design-Builder shall coordinate with CT DD&C Environmental Planning Services.
- 4.6.6 The Selected Design-Builder may be required to provide support documentation or supplemental material for requests from regulatory agencies and/or CT DCS. Should such documentation or material be requested, it is anticipated that the Design-Builder’s project plans, specifications, or other information will suffice and does not constitute grounds for additional compensation and study.
- 4.6.7 **State Traffic Commission and CT DEEP Flood Management Certification Applications.** DCS has applied for State Traffic Commission and CT DEEP Flood Management Certification applications (see 4.7 below). For the State Traffic Commission Permit the Design-Builder shall assume and understand that **NO** off site improvements, beyond the driveways and sidewalks, will be required and no off site improvement costs shall be included in the total cost proposal. For the CT DEEP Flood Management Certification the Design-Builder shall assume that **NO** off site improvements will be required and that on site drainage design and improvements shall conform to the criteria of the draft Certification Application prepared by the Owner and include with this D-B RFP.
- 4.6.8 **Costs/Fees:** All fees and costs relative to permits, certifications or approvals shall be paid by the Design-Builder and shall be included in their “Total Cost Proposal Form”. (See **Section 00 42 53 Total Cost Proposal Form – (D-B)**).
- 4.7 **Permits, Certifications and Approvals to be Obtained or have been Obtained by the Owner:**

4.7.1 The following Permits, Certifications, and/or Approvals have been obtained for the project or will be by the Owner:

Permit/Cert./Approval Name	Permit Number	Approval Date	Expiration Date
State Traffic Commission Major Traffic Generator Certificate:	TBD	TBD	TBD
DEEP Flood Management Certification:	<i>Application has not been submitted</i>	TBD	None

4.8 Flood Management Certification and Stormwater Management:

4.8.2 Should the Selected Design-Builder design the project that deviates or is inconsistent with the criteria set forth in the Flood Management Certification application (to be submitted by the Owner) or any CT DEEP conditions of approval, then the Design-Builder shall be responsible for revising, modifying, or obtaining a new Flood Management Certification approval from the CT DEEP. The Design-Builder shall notify the CT DCS Project Manager in writing of the inconsistencies and justification for such inconsistencies. All costs associated with a Design-Builder’s proposed deviation or inconsistently shall be incurred by the Design-Builder and shall not be grounds for additional compensation from the State.

4.8.3 The Selected Design-Builder shall conform to the requirements of CT DEEP’s stormwater and dewatering wastewater discharge regulations. The Design Builder shall use current-applicable “Best Management Practices” standards as described in the *2002 Connecticut Guidelines for Soil Erosion and Sediment Control* (as amended), the *2004 Connecticut Stormwater Quality Manual* (as amended), or other practices acceptable to CT DEEP and CT DCS Environmental Planning Services.

4.8.4 **Fees/Costs:** All fees and costs associated with “Flood Management Certification and Stormwater Management” shall be paid by the Design-Builder and be included in their D-B Proposal.

4.8 Utility Hookups:

During the design the Selected Design-Builder shall identify and coordinate with the applicable utility company all issues pertinent to the proper installation of utilities on a project. Examples of the tasks that shall be completed by the Design-Builder are as follows:

4.8.1 **Written Authorization:** Obtain from the local jurisdictions written authorization to connect to the public water supply system, storm drain system, sanitary system, etc.

4.8.2 **Coordination with the Regulated Utilities:** Coordinate with the regulated utilities e.g., electric company, water company, sewer company, gas company, etc. the requirements that must be completed to properly install the utilities. The Design-Builder shall submit the required design and construction documents to the local utility owner before inclusion into the construction documents.

4.8.3 **Design and Construction Documents:** The Selected Design-Builder’s Design Documents shall be complete drawings shall clearly indicate all expansions, additions, or relocation of utility systems which connects to the local utility. The Construction Documents must also clearly show the nature and extent of the work, the details for the construction, and note the sequence of the construction, as appropriate. The task shall be directed and coordinated by the Design-Builder’s prime design professionals. All relocation or extensions of major local utility or agency underground utility lines shall be prepared under the direction of the Design-Builder’s registered professional engineer competent in this area of design and construction.

.1 The Design-Builder shall also be responsible for the resolution of all comments raised with respect to the design and construction documents. The Design-Builder shall also submit utility drawings to the CT DD&C PM and the D-B Criteria Architect, for review and approval prior to the submission of the utility construction documents to the local utility agency.

4.8.4 Fees/Costs: All fees and costs associated with “Utility Hookups” for utility connections to the public utility systems shall be paid by the Design-Builder and be included in their D-B Proposal.

4.9 Energy Conscious Design:

There are several programs available from the utilities that provide financial incentives to include energy efficient materials and systems in a project. These programs cover activities from new construction and major renovations (Energy Conscious Construction – CL&P; Energy Blueprint – UI) to equipment replacements and minor improvements (Custom Services – CL&P; Energy Opportunities –UI). CT DCS actively participates in the programs from both Connecticut Light & Power (CL&P) and United Illuminating (UI).

4.9.1 Program Participation: The Design-Builder shall coordinate participation and implementation of the following:

- .1 The Design-Builder **is required** to participate in the programs for which their project qualifies.
- .2 The Design-Builder **is required** to attend meetings and provide the data and analysis required by the utility to insure the maximum incentive for the state is accomplished.
- .3 The Design-Builder shall identify, in each section of the technical specifications, the items associated with a utility agreement.
- .4 The Design-Builder is responsible for verification that the materials and systems installed meet the requirements of the agreement for the project.
- .5 **Costs/Fees:** All fees and costs associated with participation in Energy Conscious Design programs be paid by the Design-Builder and be included in their **00 42 53 Total Cost Proposal Form – (D-B)** (See Section 00 40 00 Procurement Forms - Supplements).

4.9.2 Participation Coordination and Implementation:

The Selected Design-Builder shall coordinate participation and implementation of the Programs with the CT DD&C PM, D-B Criteria Architect, and the State User Agency's Facility representative. The following are additional contacts associated with the utility programs:

- .1 **Northeast Utilities:**
The Connecticut Light & Power Company
Program Administrator
PO Box 270
Hartford, CT 06141-0270
Phone: (860) 832-4805 or Fax: (860) 832-4700
- .2 **United Illuminating:**
Program Administrator
PO Box 1564
New Haven, CT 06506
Telephone: (203) 499-2025 or FAX: (203) 499-2800

5.0 Total Cost Basis Project Designation [CGS § 4b (4)]:

This Project has been designated by the CT DCS Commissioner to be accomplished on a Total Cost Basis Project in accordance with the requirements of CGS § 4b (4).

6.0 Competitive Sealed Proposal For Design-Build:

The Selection of a Proposer for this Project shall be as required by the CT DCS **0350 D-B Total Cost • Best Value Selection Procedure Manual** and as specified in this D-B RFP.

7.0 Proposers Responsibility to Examine These Conditions and Requirements:

All shortlisted proposers for this project shall carefully examine and be aware of all the Proposal Conditions and Requirements contained in all of the Volumes of this D-B RFP before submitting a proposal. Submission of a Proposal represents that the proposer has thoroughly read and completely understands all documents issued by the State of Connecticut for this Proposal, and that the proposal submitted is based upon those documents.

7.1 Available Information:

All D-B Shortlisted Proposers for this project shall carefully examine and be aware of all the information contained in **Section 00 30 00 Available Information**.

8.0 CT Department Of Administrative Services (DAS) Pre-qualification Certificate and Update Statements:

The DAS Contractor Prequalification Program (C.G.S §4a-100) requires all contractors (D-B Proposers) to prequalify before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than \$500,000 and which is funded in whole or in part with state funds. For the “**DAS Contractor Classification List**” follow the “**Construction Contractor Prequalification Program**” link at <http://das.ct.gov>.

89.1 DAS On-line Application: The D-B Proposer must apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement, as applicable for the CT DAS Contractor Classification for this Project as shown below:

8.2 Hardcopy Submittal: The CMR must submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for their Contractor and Named Subcontractors with their Sealed Total Cost Proposal Components for the CT DAS General Building Construction Classification as shown below with their **Section 00 42 53 Total Cost Proposal Form - (D-B)** for the CT DAS Contractor Classification for this Project as shown below:

Ct DAS Contractor Classification: General Building Construction (Group C)

8.4 Connecticut Major Contractor's License: For all CT DCS projects designated **CT DAS Contractor Classification Group A, Group B, or Group C** or **Projects That Exceed Threshold Limits of C.G.S §29-276b** the CMR Proposer must submit a **Connecticut Major Contractor's License** issued by the Connecticut Department of Consumer Protection with the **Section 00 42 53 Total Cost Proposal Form – (D-B)**.

8.5 Substantial Subcontractor - CT DAS Pre-qualification Certificate and Update Statement: In accordance with CGS § 4a-100 a Substantial Subcontractor is a person who performs work with a value in excess of five hundred thousand dollars (**\$500,000**) for a contractor pursuant to a contract for work for the state which is estimated to cost more than five hundred thousand dollars (**\$500,000**).

.1 The Design-Builder's Subcontractor must apply on-line to DAS and the Design-Builder shall submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT- DAS Update Statement (as applicable) for their Substantial Subcontractor for the CT DAS Contractor Classification as shown above in accordance with the requirements stated in the Proposal Document Submittal Schedule of their CT DCS **00 42 53 Total Cost Proposal Form – (D-B)** (See Section 00 40 00 Procurement Forms - Supplements)..

8.6 See DAS Prequalification Website Link:
<http://www.biznet.ct.gov/images/235/DAS%20Contractor%20Prequalification%20FYI.pdf>

9.0 Affidavits, Certifications and Other Proposal Document Submittal Requirements:**9.1 Affidavits & Certifications Requirements:**

In accordance with the Connecticut General Statutes and Governor Dannel P. Malloy's "Business Friendly Initiative," found in Public Act No. 11-229, the following must be adhered to:

9.1.1 Electronic Uploading Requirements for Affidavits/Certifications:

The State of Connecticut has revised its affidavit/certification procedures. Each selected firm is required to open a BizNet account on the Connecticut Department of Administrative (CT DAS) Website: www.das.state.ct.us and then upload certain affidavits/certifications.

.1 Instructions for opening a BizNet account can be found on the CT DAS website by clicking on "State Procurement Marketplace" and then clicking on "NEW* BizNet Connection".

.2 Instructions for uploading the affidavits/certifications can be found on the CT DAS website by clicking on "State Procurement Marketplace" and then clicking on "DAS Business Friendly Initiatives". Follow the instructions in the "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)".

The specific affidavits and certifications requiring uploading are found on the CT DAS website by clicking on "State Procurement Marketplace", then click on the "BizNet" link under the Quick Links feature. Firms should use the affidavit/certification forms found under the BizNet link. Once uploaded,

Affidavits shall be updated and submitted annually and Affidavits and Nondiscrimination Forms shall be updated within 30 days of any changes to the submitted information.

9.2 Electronic “Guide to the Code of Ethics For Current or Potential State Contractors”:

When the Department of Construction Services (CT DCS) is seeking a contract for a large state construction or procurement contract having a cost of more than five hundred thousand dollars (\$500,000), CT DCS shall provide all potential consultant and contractor firms with the **“Guide to the Code of Ethics For Current or Potential State Contractors”** that is available for **electronic download** from the website of the Office of State Ethics (OSE). **Questions concerning the “Guide to the Code of Ethics For Current or Potential State Contractors” can be directed to the OSE at 860-263-2400.**

CT DCS is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **electronically upload** an **“Affirmation of Receipt of State Ethics Laws Summary”** affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics laws. Instructions on how to electronically upload an **“Affirmation of Receipt of State Ethics Laws Summary”** can be accessed as noted above. **Questions concerning the electronic filing of the “Affirmation of Receipt of State Ethics Laws Summary” can be directed to DAS Procurement Services at (860) 713-5095.**

NOTE: Do not electronically submit an “Affirmation of Receipt of State Ethics Laws Summary” to CT DCS.

9.3 Gift and Campaign Contribution Certification:

In accordance with Public Act 11-229, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **\$50,000** or more, shall be required to submit a **Gift And Campaign Contribution Certification** (OPM Ethics Form 1). Instructions on how to electronically upload the **Gift And Campaign Contribution Certification** are available from the website of the Connecticut Department of Administrative Services (CT DAS), “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”. **The Vendor Guide** can be found <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

Pursuant to Public Act 11-229, any bidder or proposer that does not make the certification required under this section shall be disqualified and CT DCS shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

Once uploaded, the **Gift and Campaign Contribution Certification** shall be updated and submitted **annually** and updated within **30 days** of any changes to the submitted information.

Annually, on or within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall **electronically** upload a **Annual Certification** In accordance with Public Act 11-229.

10.3.1 All agreements and contracts are subject to the provisions of Chapter 155 Elections: Campaign Financing of the Connecticut General Statutes and C.C.S. §9-612 Other Contributions by Individuals.

9.4 Code of Ethics:

In accordance with Public Act 11-229, when the CT DCS is seeking a contract for a large state construction or procurement contract having a cost of more than **\$500,000**, CT DCS shall inform all potential consultant and contractor firms to **electronically download** the **“Guide to the Code of Ethics For Current or Potential State Contractors”** from the website of Office of State Ethics (OSE) and contractor firms for a large state construction or procurement contract that they must **electronically upload** an **“Affirmation of Receipt of State Ethics Laws Summary”** (OPM Ethics Form 6) affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law. Instructions on how to electronically upload an **“Affirmation of Receipt of State Ethics Laws Summary”** are available from the website of the Connecticut Department of Administrative Services (CT DAS), “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”. **The Vendor Guide** can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination

Forms Online (PDF). Failure to **electronically** upload this affidavit at the time of the bid proposal due date/time may result in **rejection** of the Proposal.

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

9.5 Consulting Agreement Affidavit:

In the event that a bidder or vendor refuses to **electronically upload** the “**Consulting Agreement Affidavit**” required under In accordance with Public Act 11-229, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought. The required documents are available to be electronically **uploaded** from the website of the Connecticut Department of Administrative Services (CT DAS), “Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online”:

The Vendor Guide can be found at <http://www.ct.gov> click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

Once uploaded, the Consultant Agreement Affidavit shall be updated and submitted **annually** and updated within **30 days** of any changes to the submitted information. **Annually**, on or within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall submit a completed **Annual Certification** with authorizing resolution to CT DAS Procurement Services, 165 Capitol Ave., Room G-35, Hartford, CT 06106. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of CT DCS signs the contract.

9.6 Nondiscrimination Certification:

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

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

10.1.6 Additional Affidavits & Certifications Requirements:

At the time a Proposer is notified of its “Conditional Selection” by CT DCS, may give further instructions regarding additional certificates, affidavits, and other information that must be submitted for the processing of its contract by CT DAS Legal Services.

For guidance on the required submittals please visit the CT DCS Website www.ct.gov/dpw and click on the **Affidavits and Other Legal Forms** Link.

10.0 Deficient Proposal Submittals:

Failure of a conditionally selected Design-Builder and Design-Builder’s Team Members to submit all of the required professional documents credentials, business credentials, and insurance requirements, affidavits, and certifications to CT DCS - DD&C for review and approval in accordance with the requirements stated in 13.0, Proposal Submittal Document Schedules of their CT DCS **00 42 53 Total Cost Proposal Form – (D-B)** (See Section 00 40 00 Procurement Forms - Supplements) may result in the Design-Builder’s Proposal being deemed deficient and CT DCS - DD&C shall then proceed to the next highest rated Design-Builder.

11.0 Clarifications and Addenda During the Proposal Phase:

All Shortlisted D-B Proposers shall examine the D-B RFP documents in preparing their proposal and shall report, in writing to the CT DCS Office of Process Management of any omissions, discrepancies, or apparent errors found in the RFP.

11.1 Requests For Additional Information and Clarifications:

All requests for additional information or an interpretation of the meaning of this D-B RFP plans, specifications, proposal requirements, and other documents shall be submitted in writing to the

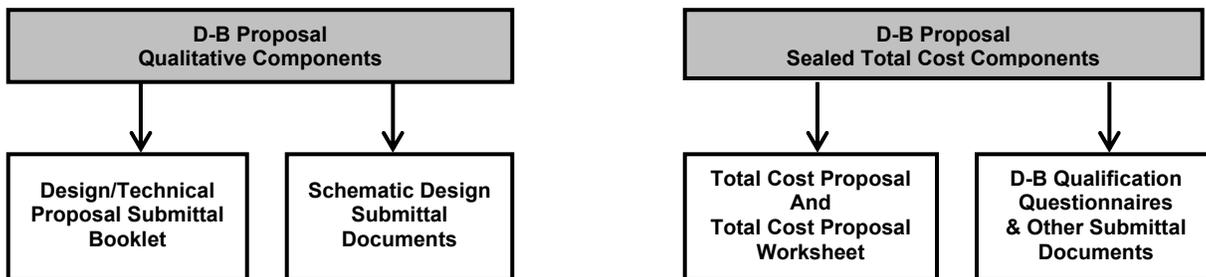
department’s designated representative. The request shall be received at least **fourteen (14)** Calendar Days prior to the deadline for submitting a proposal or as stated in Section 3.0 Proposed Key Milestone Schedule of this D-B RFP. No interpretations of the meaning of plans, specifications, proposal requirements, and other contract documents shall be made orally to anyone who may submit a proposal or anyone on their behalf. All responses to such inquiries in the form of written addenda to the plans, specifications or other contract documents that shall be transmitted by mail and e-mail to each Shortlisted D-B Firm.

11.2 Addenda:

Only the CT DCS Office of Process Management and DD&C PM assigned to manage the project are authorized to answer questions or prepare addenda relative to the project. Information obtained verbally from any other source has no contractual authority, may not be relied upon, and shall have no standing in any event that may occur. Last issuance of a CMR RFP Addendum shall be no later than **seven (7) calendar** days prior to the Due date for the proposal or as stated in Section 3.0 Proposed Key Milestone Schedule of this D-B RFP.

12.0 D-B Proposal Submittal Components:

Each D-B Proposal consists of two separate submittal components:



12.1 D-B Proposal Submittal Document Identification:

Each and every individual proposal submittal document shall be clearly identified with the following Project Identification Information:

Project Identification Information	
Project Number:	CF-RC-380-DB
Project Name:	CCSU Residence Hall
Project Location:	Central Connecticut State University 1615 Stanley Street, New Britain, CT 06050
Proposer’s Name:	<i>Insert D-B Proposer’s Name</i>
Proposal Due Date:	<i>Insert D-B Proposal Due Date</i>

13.0 D-B Proposal Qualitative Components:

The D-B Proposal Qualitative Component consists of the **Design/Technical Proposal Submittal Booklet** and the **Schematic Design Submittal Documents**.

13.1 Design/Technical Proposal Submittal Booklet:

The Design/Technical Proposal Booklet that are required to be submitted in an **8-1/2” x 11”** format shall consist of **seven (7)** identical copies of the proposal shall be submitted.

NOTE:
 Do not submit any cost proposal information in any of the D-B Qualitative Components submittals.
Any D-B qualitative component submittal that includes any cost proposal information will be deemed a “Deficient Submittal” for this contract and receive a Deficient Submittal Letter.

13.2 Design/Technical Proposal Submittal Booklet Requirements:

Item	Design/Technical Proposal Submittal Booklet Requirements
1.0	Submit seven (7) Design/Technical Proposal Submittal Booklets per contract as follows:
2.0	Six (6) Design/Technical Proposal Submittal Booklets shall have a cover and back with 8-1/2"x11" clear vinyl covered (GBC Clear Rounded Clear Heavy- Round 8^{3/4"} x 11^{1/4"} , heavy weight transparent, GBC Product # 2514500 or equivalent). A 1" maximum, Plastic or Metal securely bound submission. Each section of the Design/Technical Proposal Booklet shall be divided by white, 8 tab labels, 9" x 11" (GBC Presentation Tabs™, Customizable Index Tabs, GBC Product # 9675045 or equivalent).
3.0	One (1) Design/Technical Proposal Submittal Booklet shall have an 8-1/2"x11" , white, clear vinyl covered, 3-ring binder; 1" maximum. (1" Avery Durable Reference View Binders - Slant Ring, White, Avery Item # 9301 or equivalent). Each section of the Design/Technical Proposal Submittal Booklet shall be divided by 8-1/2" x 11" , white three-hole punched, 8 tab style label dividers (Avery WorkSaver Big Tab Insertable Tab Dividers with White Paper, Laser/Inkjet, 8 Tabs per Set, Clear, 3-Hole Punched, Avery Item # 11124 or equivalent). (This booklet is for CT DCS's ability to copy, if needed, extra booklet copies.)
4.0	Insert all required information as specified. A Design-Builder that does not submit any required information must insert brief statement in its place in the appropriate Tab Sequence of the Booklet explaining why it was not used in the submittal.
5.0	Each Design/Technical Proposal Submittal Booklet shall contain all of required information; in the specified format; at the designated location; by the deadline; or the Firm shall be deemed Non-Responsive for this project.

13.2.1 Design/Technical Proposal Submittal Booklet Cover Page:

Insert one (1) cover page into each **Design/Technical Proposal Booklet** with the following information (Exactly as per the web advertisement for this contract.):

**DESIGN-BUILD TECHNICAL PROPOSAL
SUBMITTAL BOOKLET**

**CT DCS Contract Number
Project Name
Project Location**

**Firm Name
Firm Street Address
Firm Town, State, Zip**

D-B Proposal Submittal Due Date

13.2.2 Design/Technical Proposal Booklet Submittal Requirements:

Design/Technical Proposal Submittal Booklet	
TAB 1: Perspective:	Provide one (1) 8½ inch x 11 inch colored "bird's eye view" perspective drawing showing the building on the site with a simple delineation of adjacent structures, and an indication of proposed landscaping to the extent permitted by scale. It is preferred that the perspective includes the view of the primary entrance and façade.
TAB 2: Cover Letter:	Introduce your firm and provide a narrative description of your proposal including floor area, number of floors, and other building features including aesthetics and site design for each building. Narrative should include information regarding the relationship of proposed the facility to adjacent campus buildings and planned utility connections
TAB 3: D-B Team Organizational Chart:	Insert one (1) copy of a D-B Team's Organization Chart that delineate the relationship between your Design Team and Build Team and indicate the point person for each project phase and overall the Team/Project Manager.
1.0 List of Team Members:	Insert one (1) copy of a complete list of all developers, construction firms, architects, engineers, and other consultants involved with your proposal. Resubmit this information from your D-B QBS Submittal Booklet Supplement for this project and Indicate Changes To Any To Personnel From The Original D-B QBS Submittal Booklet Supplement. Identify similar projects that team members have worked on together.
2.0 Individual Team Member Resumes:	Insert one (1) copy of each team member's resume.
TAB 4: Questionnaires:	Insert one (1) copy a copy of each of the following D-B QBS Questionnaires from your D-B QBS Submittal Booklet Supplement for this project.
1.0 D-B QBS "Team" Questionnaire 1525;	
2.0 D-B QBS "Builder" Questionnaire 1530;	
3.0 D-B QBS "Designer" Questionnaire 1535;	
TAB 5: CPM Project Schedule:	The D-B Proposer shall submit a summary Critical Path Method schedule and shall be of sufficient detail to identify periods of time required to complete major project disciplines. It shall utilize the "Contract Time" stated in Section 00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation and Selection Requirements – (D-B) and begin with a "Project Start Date" and end with a "Substantial Completion Date". This CPM shall be general and should not include extensive detailed subordinate functions. It shall accurately correlate the design and construction disciplines with time lines in a broad sense. The CPM shall include but not be limited to the following:
Summary CPM Project Schedule	
1.0 Project Start Date;	9.0 Utilities;
2.0 Design Development;	10.0 Erection of Structure;
3.0 Construction Documents;	11.0 Enclosure;
4.0 Permitting;	12.0 Installation of HVAC, Plumbing, and Electrical Systems;
5.0 Site Mobilization Date;	13.0 Finishes;
6.0 Start of Construction;	14.0 Inspections;
7.0 Site Work;	15.0 Certificate of Occupancy;
8.0 Foundations;	16.0 Substantial Completion Date;

13.2.2 Design/Technical Proposal Booklet Submittal Requirements (Continued):**Design/Technical Proposal Submittal Booklet (Continued)****TAB 6: Life Cycle Cost Analysis Determination Request:**

The D-B Proposer will complete and submit a CT DCS Form **3020 Life Cycle Cost Analysis Determination Request** (See Section 00 60 00 Project Forms).

- 1.0** Any new building, addition or renovation to an existing building, or building to be used as a school, that is owned or funded by the State of Connecticut shall require a Life Cycle Cost Analysis Determination Form to be submitted the Department of Construction Services (CT DCS).

The data shall be evaluated by the CT DCS Chief Engineer/Architect to determine if a Life Cycle Cost Analysis (LCCA) is required. The CT DCS Project Manager will distribute the forms to the A/E at the initial scope meeting. The D-B A/E shall then return completed forms within 30 days so that CT DCS can determine, before a D-B Agreement is signed, if a LCCA is required. The LCCA shall conform to CGS §16a-38 requires that such analysis be performed by design professionals in the design of these buildings in order to explore all reasonable alternate designs for life cycle cost effectiveness.

- 2.0** The D-B Proposer's Architect/Engineer must prepare and submit the LCCA in the manner indicated required. Energy Goals shall be consistent with ASHRAE/IES 90.1-1989 Energy efficient design of new buildings except new low-rise residential buildings, and or BOCA 1990. The LCCA approval requires approval by both CT DCS and the Office of Policy and Management (OPM).

TAB 7: Code Information:

- 1.0** Submit the "International Code Council (ICC) Plan Review Record" worksheets. Forms may be from the International Code Council website www.iccsafe.org.

- 2.0** Submit occupant/plumbing calculations in accordance with the requirements of the latest edition of the CT State Plumbing Code.

- 3.0** Complete the CT DCS **3011 Building Information For Code Analyses** (See Section 00 60 00 Project Forms) as provide and include the information on the drawings (do not include in the specs- the drawings are CT DCS's record for all projects).

TAB 8: BIM Narrative:

Submit a one (1) page to four (4) page BIM narrative description of the Design-Build Teams proposed BIM Model approach. The BIM Model approach shall also be part of the interview presentation. Also see Subsection **4.5 - Building Information Modeling (BIM)** of this **Section 00 24 19.1**.

TAB 9: Commissioning Plan (Cx Plan):

The Design-Builder's shall submit an overall preliminary Cx Plan with their Proposal and a fully developed Cx Plan developed with their initial design phase submission, if selected, that provides the structure, schedule and coordination planning for the commissioning process. The final Commissioning Plan shall require approval by the Owner is binding on the Design-Builder. Also see **Subsection 4.4.1.2.3 of Section 00 24 19.1**.

14.3 Schematic Design Submittal Document Requirements:

The Design-Builder shall submit schematic design documents that define the scope and character of the project. The documents shall be complete, and formatted as specified below:

Schematic Design Submittal Documents

Project Identification Information:

Each sheet of each submittal document shall be identified as follows:

Project Number: CF-RC-380 DB
Project Name: New Residence Hall Facility
Project Location: Central Connecticut State University
 1615 Stanley Street, New Britain, CT 06050
Proposer’s Name: *Insert D-B Proposer’s Name*
Proposal Due Date: *Insert D-B Proposal Due Date*

Schematic Design Drawings:

1.0 Bound Drawing Sets:

- 1.1 Submit **one (1)** bound set no larger than **24 inches by 36 inches** in the sequential order listed below.
- 1.2 Submit **six (6)** bound sets no larger set than **11 inches by 17 inches** of reduced copies of the **24 inches by 36 inches** set of Schematic Drawings and in the sequential order listed below.

Note: If by virtue of scale, if a drawing exceeds the specified sheet size, please provide additional sheets and identify drawing continuations with match lines, or reduce the scale if the building size or geometry is not compatible with the sheet size and scales specified.

2.0 Schematic Drawings shall be submitted in the sequential order listed below:

2.1 Cover Sheet:

Provide one (1) over sheet for each **Schematic Design Documents Submittal** with the following information (Exactly as per the web advertisement for this contract.):

<p>DESIGN- BUILD TECHNICAL PROPOSAL</p> <p>Schematic Design Submittal Documents</p> <p>DCS Contract Number</p> <p>Project Name</p> <p>Project Location</p> <p>Firm Name</p> <p>Firm Street Address</p> <p>Firm Town, State, Zip</p> <p>D-B Proposal Submittal Due Date</p>

2.2 Perspective:

Provide **one (1)** colored "bird's eye view" perspective drawing showing the building on the site with a simple delineation of adjacent structures, and an indication of proposed landscaping to the extent permitted by scale. It is preferred that the perspective includes the view of the primary entrance and façade.

2.3 Site Plan (Preferred Scale: 1 inch = 40 feet):

Provide a site plan, which includes but is not necessarily limited to the entire site as well as streets adjacent to the property and significant aspects of surrounding properties. The plan shall indicate the proposed building(s), vehicular and pedestrian circulation, parking areas, planting and landscape features, and other appropriate information. If additional are drawings they provided should indicate project phasing, proposed demolition, pedestrian and vehicular access during the differing phases and any other site constraints.

14.3 Schematic Design Submittal Document Requirements: (Continued)**Schematic Design Submittal Documents**
(Continued)**2.4 Floor Plans** (Preferred Scale: 1/8 inch = 1 foot – 0 inches):

Provide typical plans for each floor which includes but is not necessarily limited to significant planning and/or structural features such as the core, circulation, entrance, egress, mechanical areas, bay sizes, and similar information. All program spaces and rooms must be shown.

2.4.1 The Floor Plans of the D-B Submittal Proposal Schematic Documents must include the completed **3011 Building Information For Code Analyses** (See Section 00 60 00 Project Forms).

2.4.2 The Floor Plans of the D-B Submittal Proposal Schematic Documents must indicate all rooms/spaces have an occupant load of Fifty (**50**) or more persons. The total occupant load for each floor shall be indicated on the floor plans. Separate plans with occupancy loads may be included, if the main floor plan drawings are complex.

2.5 Elevations (Preferred Scale: 1/8 inch = 1 foot – 0 inches):

Provide exterior building elevations of sides not visible in perspective drawing, to adequately reflect and indicate the profiles, character and principal materials.

2.6 Building Section (Preferred Scale: 1/8 inch = 1 foot – 0 inches):

Cut one section through the proposed buildings and demonstrate the relationship to surrounding buildings and existing topography.

2.7 Exterior Wall Sections (Preferred Scale: 3/8 inch = 1 foot – 0 inches):

Provide detailed exterior wall sections including structural and roofing components of proposed construction.

2.8 Interior Vignettes:

Provide several descriptive sketches of key program spaces indicating proposed finishes.

15.0 D-B Sealed Total Cost Proposal Components:

The D-B Sealed Total Cost Proposal Components consist of all of the Requirements the D-B - RFP Volume 1, and includes but is not limited to the **Section 00 42 53 Total Cost Proposal Form**, **Section Total Cost Proposal Worksheets 00 42 53.1**, **Section 00 45 16.1 Contractor Qualification Questionnaire D-B**, and **Section 00 45 17.1 Named Subcontractor's Qualification Questionnaire D-B** (See Section 00 60 00 Procurement Forms - Supplements).

15.1 Total Cost Proposal Form, Total Cost Proposal Worksheets, Contractor Qualification Questionnaire D-B, and Named Subcontractor's Qualification Questionnaire D-B:

The Design-Builder shall submit one (1) copy a completely filled out and executed **Section 00 42 53 Total Cost Proposal Form** one (1) of their completely filled out **Section 00 42 53 Total Cost Proposal Worksheet**, and one (1) of their completely filled out the **Section 00 45 16.1 General Contractor Qualifications Questionnaire – (D-B)** and **Section 00 45 17.1 Named Subcontractor's Qualification Questionnaire – (D-B)** for each of the **four (4) Named Subcontractor's Listed in Section 10.0 of the Total Cost Proposal Form**. Any Total Cost Proposal Documents not completely filled out shall be deemed not responsive. Total Cost Proposal documents shall be submitted in a **sealed envelope** and bear the following Proposal and Project Identification Information:

Sealed Total Cost Proposal:

(Project Information exactly as per the web advertisement for this contract.):

DESIGN- BUILD PROPOSAL

Total Cost Proposal
and
Total Cost Proposal Worksheet
and
All Requires Supporting Documents

DCS Contract Number

Project Name

Project Location

Firm Name

Firm Street Address

Firm Town, State, Zip

D-B Proposal Submittal Due Date

15.2 Sealed Total Cost Proposal Components:

Other detailed information that informs the D-B Sealed Total Cost Proposal Components submittals and related requirements include, but is not limited to, the following:

00 40 00 Procurement Forms And Supplements

00 40 14 Certificate (of Authority)

00 42 53 Total Cost Proposal Form – (DB)

00 42 53.1 Total Cost Proposal Worksheet – (DB)

00 43 11.1 Subcontract Agreement Form – (DB)

00 43 23.1 Prevailing Wage Rates – (DB)

00 45 13.1 Objective Criteria For Evaluating Qualifications of Proposers – (DB)

00 45 16.1 Contractor Qualification Questionnaire – (DB)

00 45 17.1 Named Subcontractor's Qualification Questionnaire – (DB)

00 60 00 Project Forms

00 61 13.1 Performance Bond – (DB)

00 61 16.1 Labor And Material Bond – (DB)

00 61 19.1 Surety Sheet – (DB)

00 61 23.1 Proposer's Certification: Financial Position And Corporate Structure – (DB)

00 61 39.1 Set-Aside Contractor Schedule – (DB)

00 61 43.1 Prevailing Wage Rates – (DB)

00 61 53.1 CT Department of Revenue Services: Form AU-766 Guarantee Bond – (DB)

3011 Building Information For Code Analyses

3020 Lifecycle Cost Analysis Determination Request

3030 Checklist for Permits, Certifications, and Approvals

3150 Certificate of Compliance - Part 1 - Preconstruction Phase

7150 Certificate of Compliance - Part 2 - Construction Phase

7810 Certificate of Substantial Completion

7820 Certificate of Acceptance

16.0 D-B Competitive Sealed Proposal Selection Procedure:**16.1 Two-Step Procedure:**

The D-B Competitive Sealed Proposal Selection is a Two Step D-B Procedure as follows:

16.2 Step 1 - D-B QBS Screening Shortlist Procedure:

Step 1 D-B QBS Screening Shortlist Procedure is as follows:

**Step 1
D-B QBS Screening Shortlist Procedure:**

1.0 Request for Qualifications (RFQ) Advertisement:

CT DCS shall advertise an RFQ for prospective D-B Proposers to submit their teams Qualifications based upon a project's specific needs and requirements.

2.0 QBS Screening Shortlist:

No later than six (6) weeks after the deadline for the Request for Qualifications submission, unless extended in writing by the commissioner, each D-B Screening Shortlist Panel member shall evaluate all **QBS Submittal Booklet** and the **D-B QBS Submittal Booklet** for completeness and shall Shortlist the no more than the four (4) highest rated D-B Proposers to submit a Request for Proposal (RFP) for a specific project and attend an Selection Interview.

Note: Potential D-B Proposers are specifically directed **NOT** to submit technical and/or price proposals during this first phase of the selection procedure.

16.3 Step 2 - D-B Competitive Sealed Proposal Selection Procedure:

**Step 2
D-B Competitive Sealed Proposal Selection Procedure:**

1.0 D-B Screening Shortlist Panel Proposal Review:

The original D-B Screening Shortlist Panel shall screen each shortlisted D-B Proposal to determine whether it is in conformance with the requirements of the RFP including a review of each D-B Proposer's QBS Submittal Booklet and D-B QBS Submittal Booklet. The D-B Screening Shortlist Panel shall create a list of final shortlisted D-B Proposers that shall be invited to an Interview.

2.0 D-B Qualitative Criteria Components Proposals:

D-B Interview/Selection Panel Members shall receive the Qualitative Criteria Components of all of the D-B Proposals for their Review.

3.0 D-B Qualitative Criteria Components Review Meeting:

Prior to the Interviews the CT DCS PM, and Criteria Architect, and the D-B Interview/Selection Panel shall meet to review the Qualitative Criteria Components of the all of the D-B Proposals.

4.0 Qualitative Criteria Components Evaluations:

The D-B Interview/Selection Panel shall consist of six (6) members three (3) of such members shall be appointed by the Commissioner of Construction Services, shall be current employees of the Department of Construction Services and shall serve only for deliberations involving the project for which such members are appointed. Two (2) members shall be appointed by the department head of the user agency and one (1) member shall be a neutral party appointed by the commissioner.

16.3 Step 2 - D-B Competitive Sealed Proposal Selection Procedure: (Continued)

Step 2 D-B Competitive Sealed Proposal Selection Procedure: (Continued)					
<p>The D-B Interview/Award Panel shall interview each final shortlisted D-B Proposer and at the end of each interview they shall evaluate the “Qualitative Criteria Components” of the D-B Proposal to determine rating scores based upon the established Qualitative Criteria and Rating Point Values for the project as follows:</p>					
Qualitative Criteria Components Evaluation:		Grades / Rating Point Values			
Design Features		A	B	C	F
1.0	Program Compliance	150	120	90	0
2.0	Aesthetics	100	80	60	0
3.0	Site Planning	50	40	30	0
Maximum Obtainable Design Points		300			
Technical Features		A	B	C	F
1.0	Quality of Systems and Equipment	150	120	90	0
2.0	Quality of Materials	150	120	90	0
Maximum Obtainable Technical Points		300			
Contractor and Named Subcontractors Qualifications and Past Performance		A	B	C	F
1.0	Qualifications and past performance of work of a similar size, scope, and comparable dollar value to that of the subject project.	50	40	30	0
Maximum Obtainable Qualifications & Past Performance Points		50			
Building Information Modeling (BIM):		A	B	C	F
1.0	The Design-Builder’s Team selected for this Project shall demonstrate their Team’s BIM qualifications for the Design and Construction Phases of this Project including, but is not limited to, design, construction, scheduling, budgeting, material quality, and performance. (See subsection 4.5 of this Section 00 24 19.1 of this D-B RFP).	25	20	15	0
Maximum Obtainable BIM Points		25			
Schedule		A	B	C	F
1.0	Contract Time and CPM Schedule	25	20	15	0
Maximum Obtainable Schedule Points		25			
Maximum Obtainable Total Qualitative Criteria Points		700			
Grades	Criteria Components				
A	Grade is reserved only for a Proposal that exceeds the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.				
B	Grade is for a Proposal that completely fulfills the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.				
C	Grade is for a Proposal that barely (i.e. within a lower standard) fulfills the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.				
F	Grade is for a Proposal that does not fulfill the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals.				

16.3 Step 2 - D-B Competitive Sealed Proposal Selection Procedure: (Continued)

Step 2 D-B Competitive Sealed Proposal Selection Procedure: (Continued)											
6.0	D-B-Interview/Selection – Total Cost Proposal Components Evaluation: At the conclusion of all of the Interviews and Evaluations of the “Qualitative Criteria Components” of each of the shortlisted D-B Proposers, the D-B Interview/Award Panel shall publicly open and review the “Sealed Total Cost Proposal Components”, including, but not limited to, the Total Cost Proposal Form, Total Cost Proposal Worksheet, and D-B Contractor and Named Subcontractors Qualification Questionnaires, for compliance with all of the requirements of the RFP.										
7.0	Total Cost Components Evaluation: The “Total Cost Components” of each Proposal shall receive a rating score based the following calculations:										
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 70%;">Total Cost Components Evaluation:</th> <th style="width: 30%;">Rating Point Value</th> </tr> </thead> <tbody> <tr> <td>2.1 Total Cost points are a calculated percentage based upon the ratio of the Lowest Total Cost Proposal divided by a Proposers Total Cost multiplied by Maximum Obtainable Total Cost Points.</td> <td rowspan="2" style="background-color: #e0e0e0;"></td> </tr> <tr> <td>2.2 The Lowest Total Cost Proposal receives the Maximum Point Value Score.</td> </tr> <tr> <td style="text-align: right;">Maximum Obtainable Total Cost Points</td> <td style="text-align: center;">300</td> </tr> </tbody> </table>		Total Cost Components Evaluation:	Rating Point Value	2.1 Total Cost points are a calculated percentage based upon the ratio of the Lowest Total Cost Proposal divided by a Proposers Total Cost multiplied by Maximum Obtainable Total Cost Points.		2.2 The Lowest Total Cost Proposal receives the Maximum Point Value Score.	Maximum Obtainable Total Cost Points	300			
Total Cost Components Evaluation:	Rating Point Value										
2.1 Total Cost points are a calculated percentage based upon the ratio of the Lowest Total Cost Proposal divided by a Proposers Total Cost multiplied by Maximum Obtainable Total Cost Points.											
2.2 The Lowest Total Cost Proposal receives the Maximum Point Value Score.											
Maximum Obtainable Total Cost Points	300										
8.0	Evaluation Calculation: The sums of the Qualitative Criteria Score plus the Total Cost Score shall be computed.										
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 70%;">Evaluation Calculation:</th> <th style="width: 30%;">Rating Point Value Scores</th> </tr> </thead> <tbody> <tr> <td style="text-align: right;">Maximum Obtainable Total Qualitative Criteria Points</td> <td style="text-align: center;">700</td> </tr> <tr> <td style="text-align: center;">Plus</td> <td style="text-align: center;">+</td> </tr> <tr> <td style="text-align: right;">Maximum Obtainable Total Cost Points</td> <td style="text-align: center;">300</td> </tr> <tr> <td style="text-align: right;">Maximum Obtainable Total Best Value Selection Points</td> <td style="text-align: center;">1000</td> </tr> </tbody> </table>		Evaluation Calculation:	Rating Point Value Scores	Maximum Obtainable Total Qualitative Criteria Points	700	Plus	+	Maximum Obtainable Total Cost Points	300	Maximum Obtainable Total Best Value Selection Points	1000
Evaluation Calculation:	Rating Point Value Scores										
Maximum Obtainable Total Qualitative Criteria Points	700										
Plus	+										
Maximum Obtainable Total Cost Points	300										
Maximum Obtainable Total Best Value Selection Points	1000										
9.0	Best Value Proposal: The “Best Value” proposal shall be the Proposal with the highest adjusted Total Best Value Selection Points for the “Qualitative Criteria Components” plus the “Total Cost Components”. The Design-Builder with the “Best Value” proposal shall be selected to design and build the building.										
10.0	Tie Breaker Protocol: In the event of a tie score, the D-B Proposers with the highest adjusted Total Best Value Score by the User Agency shall be ranked higher than the other D-B Proposers.										

13.4 Selection Results Notifications

After the CT DCS Commissioner has made the Selection, the CT DCS Process Management shall send a **Conditional Selection Letter** to the successful Design-Builder. That Unit shall also send a **Not Selected Letter** to all other Design-Builders who shortlisted but were not selected, and will advise the D-B Interview/Selection Panel Members of the results.

13.5 D-B Agreement Award

When all of the required supplemental D-B Submittal documents have been submitted to the CT DCS Services and approved then a D-B Agreement shall then be written and processed for approval. Prior to the start of work, all D-B Agreements must be approved by the CT DCS Commissioner, CT DAS State Properties Review Board, and the Office of the Attorney General.

END Section 00 24 19.1

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 25 16.1
Pre-Proposal Meeting
For Shortlisted Design-Build (D-B) Proposers**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

*Prepared by:
CT Department of Construction Services
Division of Design & Construction
165 Capitol Avenue
Hartford, Connecticut 06106*

00 25 16.1 Pre- Proposal Meeting For Shortlisted D-B Proposers

1.0 Pre-Proposal Meeting:

A Pre-Proposal Meeting For Shortlisted D-B Proposers has been scheduled for this project prior to the D-B Proposal due date. For the specific Date, Time, and Location of the Pre-Proposal Meeting see **Section 00 11 19.1 D-B Request for Proposals**. A tour of the Site will be included as part of this meeting. This will be the **ONLY** opportunity permitted to the Shortlisted firms to visit the Site prior to the submittal of their Proposal.

This Pre-Proposal Meeting shall be held prior to the proposal due and is the **ONLY** opportunity for D-B Shortlisted Proposers to meet with the Owners and Agency’s representatives. The purpose of the meeting is to provide an **“Informal”** forum for the Shortlisted D-B Proposers to ask questions on the design and construction Scope of Work identified in the D-B RFP, proposal submittal requirements, and etc.

All answers by Owners and Agency’s representatives to Shortlisted D-B Proposers questions are considered **Informal** and non-binding on the State. All Shortlisted D-B Proposers requiring a **Formal** answer to their questions **must submit their questions in (email) writing to the CT DCS Project Manager**.

All **Formal** answers to **written** Shortlisted D-B Proposers questions shall be via the issuance of an Addendum by the DPW Project Manager to all Shortlisted D-B Proposers.

Registration: D-B Proposers who do not properly register at the Mandatory Pre-Proposal Meeting may cause their Proposals to be rejected as non-responsive. All attendees of the D-B Pre-Proposal Meeting will be required to register. Proper registration means that the proposer’s representative has signed their name to the official roster and listed the name and address of the company they represent on the official roster no later than the designated start time of the pre-proposal conference. Proposers are advised to register early as no attendee will be allowed to register after the advertised start time of the pre-proposal conference.

Email Questions: For questions concerning the D-B Pre-Proposal Meeting contact:

Contact: Scott Dunnack – CT DCS Project Manager
Email: scott.dunnack@ct.gov
Phone: 860.713.5637

Addenda Email Questions Copies: All Addenda Email Questions shall be also be simultaneously emailed copied to:

Contact: Emilio Pizzoferrato– CT DCS Assistant Director of Project Management
Email: emilio.pizzoferrato@ct.gov
Phone: 860.713.5943

At the conclusion of the Pre-Proposal Meeting if the CT DCS Project Manager determines that an update of the D-B RFP is necessary should significant changes result from the meeting, the **CT DCS Project Manager** shall issue an Addendum to all of the Shortlisted CT DCS Proposers updating any changes occurring in the D-B RFP.

- IMPORTANT NOTES:**
1. Written questions submitted after the question cutoff date noted in Volume 1, 00 24 19.1, Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures for Design-Build (D-B), Subsection 3.0, Proposed Key Milestone Schedule shall **not** be answered.
 2. In accordance with CT DCS Regulations all participants in any selection, proposal or bidding process, including user agency representative(s), shall not communicate with any potential Offeror prior to, during, or upon conclusion of the entire Selection, Proposal, or Bidding procedure, with the exception of information necessary to complete the administrative steps of the selection process.

End
Section 00 25 16.1
Pre Proposal Meeting For Shortlisted DB Proposers

For Informational Purposes Only.

**The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.**

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 30 00
Available Information D-B**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

**Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106**

For Informational Purposes Only.

**The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.**

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 31 16.1
Available Information For Shortlisted
Design-Builders Proposer Review**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

*Prepared by:
CT Department of Construction Services
Division of Design & Construction
165 Capitol Avenue
Hartford, Connecticut 06106*

**Available Information For Shortlisted
Design-Builder Proposer Review**

New Residence Hall Facility
Central Connecticut State University
New Britain, CT

Project No.: CF – RC– 380 DB

Design-Build Criteria Architect
SMMA | Symmes Maini & McKee Associates
1000 Massachusetts Avenue
Cambridge, Massachusetts 02138

00 31 36.1 Available Information For Shortlisted Design-Builder Proposer Review:

After **1:00 P.M, Friday, February 10, 2012** all Shortlisted Design-Builder Proposers can access the **Available Information** from the Design-Build Criteria Architect's (DCBA) FTP Site by the following the step by step instructions below:

To access the FTP site from the web:

1. Ensure that you are connected to the internet.

Connect to the DCBA's ftp site:

<http://teamsite.i-smma.com/CCSU/CCSU%20Project/Forms/AllItems.aspx>

2. this will open a login dialogue prompting you for the 'User Name' and 'Password';
3. For the user name type in: **cam50\ccddownloads** (case sensitive)
4. For the password type in: **smmaccsu** (case sensitive)

For any questions concerning the Project, the step by step instructions and/or the documents listed please only contact:

Scott Dunnack – CT DCS Project Manager
P: 860-713-5637
E: scott.dunnack@ct.gov

NOTE:

Please **do not contact** SMMA | Symmes Maini & McKee Associates or CCSU Faculty or Staff for any questions concerning the Project or the step by step instructions or the Table of Contents for D-B RFP Volume 2 and D-B RFP Volume 3.

End
Section 00 31 36.1
Available Information For Shortlisted
Design-Builders Proposer Review

**Table of Contents of
Available Information For Shortlisted
Design-Builder Proposer Review
From the Design-Build Criteria Architect FTP Website**

**D-B RFP
Volume 2 of 3
Design Program**

Table Of Contents

Section	Title	Page Count
PROJECT DESCRIPTION		-
10	Project Description	4
20	Proposal	2
A SUBSTRUCTURE		-
A10	Foundations	3
A20	Basement Construction	1
B SHELL		-
B10	Superstructure	3
B20	Exterior Enclosure	4
B30	Roofing	1
C INTERIORS		-
C10	Interior Construction	5
C20	Stairs	1
C30	Interior Finishes	1
D SERVICES		-
D10	Conveying	1
D20	Plumbing	7
D30	Heating, Ventilating and Air Conditioning (HVAC)	6
D40	Fire Protection	3
D50	Electrical	14
E EQUIPMENT AND FURNISHINGS		-
E10	Equipment	1
E20	Furnishings	2

**D-B RFP
 Volume 2 of 3
 Design Program
 (Continued)**

Table Of Contents

Section	Title	Page Count
F SPECIAL CONSTRUCTION AND DEMOLITION		-
F10	Special Construction	1
G BUILDING SITEWORK		-
G10	Site Preparation	1
G20	Site Improvements	2
G30	Site Civil/Mechanical Utilities	1
APPENDICES		-
A	Floor Plans	-
	<ul style="list-style-type: none"> ➤ A-111 Diagrammatic First Floor Plan ➤ A-112 Diagrammatic Third thru Sixth Floor Plan ➤ A-401 Diagrammatic Unit Plans ➤ C-111 Existing Conditions Plan I (this drawing contains the sub-surface borings that are indicated on the preliminary geotechnical report in Appendix D) ➤ C-112 Existing Conditions Plan II ➤ C-121 Conceptual Site Plan ➤ C-131 Conceptual Utility Plan I ➤ C-132 Conceptual Utility Plan II ➤ SKA-001 Diagrammatic Roof Plan ➤ SKT-01 Steam Flow Diagram ➤ SKT-02 Chilled Water Flow Diagram 	
B	LEED Scorecard and 500 Mile Radius Map	-
	<ul style="list-style-type: none"> ➤ LEED NC 2009 Checklist ➤ 500 Mile Radius Map 	

**D-B RFP
 Volume 2 of 3
 Design Program
 (Continued)**

Table Of Contents

Section	Title	Page Count
C	CCSU Standards	-
	➤ CCTV Camera Integrations Matrix	
	➤ Existing Fire Alarm Ductbank Plan	
	➤ Reference CAD File Campus-05 W CONTOURS BOUND	
	➤ Reference Chilled Water Flow Diagram	
	➤ Reference Fire Alarm Loop Schematic Diagram	
	➤ Reference Primary Electrical Schematic Diagram	
	➤ Reference Telecom Site Plan	
	➤ Signage Standards	
	➤ Standard Camera Cut Sheets	
	➤ Standard Elevator Details	
	➤ Standard Site Lighting Bollard	
	➤ Standard Site Lighting Double Head Light Pole	
	➤ Standard Site Lighting Single Head Light Pole	
	➤ Standard Standing Seam Copper Roof Details	
	➤ Standard Utility Tunnel Typical Details	
	➤ Steam and CHW Building Standards CS-1	
	➤ Steam and CHW Building Standards CS-2	
	➤ Supplemental Standard Signage Details	
	➤ TELECOMMUNICATIONS GUIDELINES v2-03	
	➤ VERI-219_3RD_PARTY_DATA_SHEET_SERVER_v1	
	➤ VERI-219_3RD_PARTY_DATA_SHEET_STORAGE_v1	
	➤ Verint-Supplied Equipment Guide for Nextiva VMS	
D	Preliminary Geotechnical Report	
	➤ Preliminary Geotechnical Report	
E	Program Matrix	
	➤ Residence Hall Program Matrix	
F	Room Data Sheets	
	➤ Residence Hall Room Data Sheets	
G	Draft Application for Flood Management Certification	
	➤ Draft Application for Flood Management Certification	
H	Draft Storm Water Management Report	
	➤ Draft Storm Water Management Report	
I	Draft State Traffic Commission Request for Administrative Decision	
	➤ Draft STC Request for Administrative Decision	
J	Commissioning Plan	
	➤ Commissioning Plan	

End of Table of Contents
 Volume 2 of 3
 Design Program

**D-B RFP
Volume 3 of 3
Construction Quality Standards**

Table Of Contents

See Section 00 31 16.1 - Available Information For Shortlisted Design-Builders Review of Volume 1 this D-B RFP for instructions on how to access the D-B Criteria Architect's FTP Website to review Volume 3 Construction Quality Standards.

DIVISION 00	PROCUREMENT AND CONTRACTING REQUIREMENTS
--------------------	---

See Volume 1

DIVISION 01	GENERAL REQUIREMENTS (D-B Capital Projects)	Page Count
--------------------	--	-----------------------

See Section 01 00 00 General Requirements - D-B RFP Volume 1 of 3.

DIVISION 02	EXISTING CONDITIONS
--------------------	----------------------------

Section No.	Title	Page Count
-------------	-------	---------------

Not Used

DIVISION 03	CONCRETE
--------------------	-----------------

Section No.	Title	Page Count
03 30 00	Cast-In-Place Concrete	25
03 41 00	Precast Structural Concrete	15
03 45 00	Precast Architectural Concrete	18

DIVISION 04	MASONRY
--------------------	----------------

Section No.	Title	Page Count
04 20 00	Unit Masonry	21

**D-B RFP
Volume 3 of 3
Construction Quality Standards
(Continued)**

Table Of Contents

DIVISION 05		METALS	
Section No.	Title	Page Count	
05 12 00	Structural Steel Framing	11	
05 31 00	Steel Decking	6	
05 40 00	Cold-Formed Metal Framing	9	
05 50 00	Metal Fabrications	11	
05 51 00	Metal Stairs	11	
05 52 13	Pipe and Tube Railings	11	
DIVISION 06		WOOD, PLASTICS AND COMPOSITES	
Section No.	Title	Page Count	
06 10 00	Rough Carpentry	9	
06 16 00	Sheathing	4	
06 20 23	Interior Finish Carpentry	8	
DIVISION 07		THERMAL AND MOISTURE PROTECTION	
Section No.	Title	Page Count	
07 11 13	Bituminous Dampproofing	5	
07 13 26	Self-Adhering Sheet Waterproofing	6	
07 14 16	Cold Fluid-Applied Waterproofing	6	
07 16 16	Crystalline Waterproofing	5	
07 21 00	Thermal Insulation	4	
07 24 14	Direct-Applied Exterior Finish System	10	
07 27 13	Modified Bituminous Sheet Air Barriers	8	
07 27 26	Fluid-Applied Membrane Air Barriers	9	
07 53 23	Ethylene-Propylene-Diene-Monomer (EPDM) Roofing	14	
07 54 19	Polyvinyl-Chloride (PVC) Roofing	13	
07 61 00	Sheet Metal Roofing	15	
07 62 00	Sheet Metal Flashing and Trim	11	
07 71 00	Roof Specialties	11	
07 72 00	Roof Accessories	9	
07 72 53	Snow Guards	3	
07 81 00	Applied Fireproofing	7	
07 84 13	Penetration Firestopping	9	
07 84 46	Fire-Resistive Joint Systems	6	
07 92 00	Joint Sealants	12	
07 95 00	Expansion Control	8	

**D-B RFP
Volume 3 of 3
Construction Quality Standards
(Continued)**

Table Of Contents

DIVISION 08		OPENINGS	
Section No.	Title	Page Count	
08 11 13	Hollow Metal Doors and Frames	10	
08 14 16	Flush Wood Doors	7	
08 33 23	Overhead Coiling Doors	9	
08 41 13	Aluminum-Framed Entrances and Storefronts	17	
08 41 26	All-Glass Entrances and Storefronts	6	
08 44 13	Glazed Aluminum Curtain Walls	11	
08 51 13	Aluminum Windows	10	
08 71 00	Door Hardware	10	
08 71 13	Automatic Door Operator	9	
08 80 00	Glazing	12	
08 91 19	Fixed Louvers	6	
08 95 16	Wall Vents	3	
DIVISION 09		FINISHES	
Section No.	Title	Page Count	
09 10 16	Flooring Moisture Mitigation System	5	
09 21 19	Gypsum Board Shaft Wall Assemblies	7	
09 22 16	Non-Structural Metal Framing	8	
09 29 00	Gypsum Board	11	
09 30 00	Tiling	12	
09 51 13	Acoustical Panel Ceilings	10	
09 62 71	Laminate Flooring	6	
09 65 13	Resilient Base and Accessories	6	
09 65 19	Resilient Tile Flooring	7	
09 67 23	Resinous Flooring	7	
09 68 13	Tile Carpeting	6	
09 68 16	Sheet Carpeting	7	
09 72 00	Wall Coverings	5	
09 90 00	Painting	15	

**D-B RFP
Volume 3 of 3
Construction Quality Standards
(Continued)**

Table Of Contents

DIVISION 10		SPECIALTIES	
Section No.	Title		Page Count
10 11 00	Visual Display Surfaces		7
10 13 00	Directories		6
10 21 13	Toilet Compartments		5
10 21 16	Shower and Dressing Compartments		7
10 22 13	Wire Mesh Partitions		7
10 26 00	Wall and Door Protection		6
10 28 00	Toilet, Bath, and Laundry Accessories		8
10 31 00	Manufactured Fireplaces		4
10 44 13	Fire Extinguisher Cabinets		6
10 44 16	Fire Extinguishers		4
10 51 13	Metal Lockers		7
DIVISION 11		EQUIPMENT	
Section No.	Title		Page Count
11 13 00	Loading Dock Equipment		3
11 31 00	Residential Appliances		6
11 40 00	Foodservice Equipment		5
11 52 13	Projection Screens		5
DIVISION 12		FURNISHINGS	Page Count
Section No.	Title		
12 21 13	Horizontal Louver Blinds		5
12 21 16	Vertical Louver Blinds		5
12 24 13	Roller Window Shades		10
12 32 16	Manufactured Plastic Laminate Faced Casework		8
12 36 23	Plastic-Laminate-Clad Countertop		6
12 36 61	Simulated Stone Countertops		4
12 48 13	Entrance Floor Mats and Frames		4
12 48 16	Entrance Floor Grilles		4
12 93 00	Site Furnishings		4

**D-B RFP
 Volume 3 of 3
 Construction Quality Standards
 (Continued)**

Table Of Contents

DIVISION 13	SPECIAL CONSTRUCTION	Page Count
Section No.	Title	
	Not Used	
DIVISION 14	CONVEYING SYSTEMS	Page Count
Section No.	Title	
14 21 00	Electric Traction Elevators	12
DIVISION 15	RESERVED	
DIVISION 16	RESERVED	
DIVISION 17	RESERVED	
DIVISION 18	RESERVED	
DIVISION 19	RESERVED	
DIVISION 20	RESERVED	
DIVISION 21	FIRE SUPPRESSION	Page Count
Section No.	Title	
21 05 13	Common Motor Requirements for Fire Suppression Equipment	2
21 05 48	Vibration and Seismic Controls for Fire Suppression Piping and Equipment	6
21 08 00	Fire Protection Systems Commissioning	3
21 11 00	Facility Fire-Suppression Water Service Piping	9
21 12 00	Fire Suppression Standpipes	17
21 13 13	Wet-Pipe Sprinkler Systems	16
21 31 13	Electric Drive Centrifugal Fire Pumps	8
21 34 00	Pressure Maintenance Pumps	4
21 39 00	Controllers for Fire Pump Drivers	7

**D-B RFP
Volume 3 of 3
Construction Quality Standards
(Continued)**

Table Of Contents

DIVISION 22		PLUMBING
Section No.	Title	Page Count
22 05 00	Common Work Results for Plumbing	12
22 05 13	Common Motor Requirements for Plumbing Equipment	2
22 05 16	Expansion Fittings and Loops for Plumbing Equipment	5
22 05 19	Meters and Gages for Plumbing Piping	7
22 05 23	General Duty Valves for Plumbing Piping	7
22 05 29	Hangers and Supports for Plumbing Piping and Equipment	10
22 05 48	Vibration and Seismic Controls for Plumbing Piping and Equipment	6
22 05 53	Identification for Plumbing Piping and Equipment	5
22 07 00	Plumbing Insulation	14
22 08 00	Plumbing System Commissioning	5
22 11 16	Domestic Water Piping	12
22 11 19	Domestic Water Piping Specialties	8
22 11 23	Domestic Water Pumps	4
22 11 25	Domestic Water Packaged Booster Pumps	7
22 13 16	Sanitary Waste and Vent Piping	8
22 13 19	Sanitary Waste Piping Specialties	8
22 14 13	Facility Storm Drainage Piping	7
22 14 23	Storm Drainage Piping Specialties	5
22 16 00	Facility Natural Gas Piping	15
22 34 00	Fuel Fired Domestic Water Heaters	7
22 40 00	Plumbing Fixtures	9
22 47 00	Drinking Fountains and Water Coolers	4

DIVISION 23		HEATING, VENTILATING AND AIR CONDITIONING
Section No.	Title	Page Count
23 05 00	Common Work Results for HVAC	10
23 05 19	Meters and Gages for HVAC Piping	7
23 05 23	General-duty valves for HVAC Piping	15
23 05 29	Hangers and Supports for HVAC Piping	10
23 05 48	Vibration and Seismic Controls for HVAC Piping and Equipment	8
23 05 93	Testing, Adjusting, and Balancing for HVAC	16
23 07 00	HVAC Insulation	17
23 08 00	HVAC System Commissioning	7
23 09 00	Instrumentation and Control for HVAC	21
23 21 13	Hydronic Piping	13
23 21 23	Hydronic Pumps	5
23 22 13	Steam and Condensate Heating Piping	13
23 22 23	Steam Condensate Pumps	4
23 31 13	Metal Ducts	10

**D-B RFP
 Volume 3 of 3
 Construction Quality Standards
 (Continued)**

Table Of Contents

DIVISION 23	HEATING, VENTILATING AND AIR CONDITIONING (Continued)
--------------------	--

Section No.	Title	Page Count
23 33 00	Air Duct Accessories	12
23 34 23	HVAC Power Ventilators	7
23 36 00	Air Terminal Units	7
23 37 13	Diffusers, Registers, and Grilles	4
23 51 00	Breechings, Chimneys, and Stacks	4
23 57 00	Heat Exchangers for HVAC	4
23 72 00	Air-to-Air energy Recovery Equipment	11
23 73 13	Modular Indoor Central-Station Air-Handling Units	10
23 73 63	Direct Fired Makeup Air Units	6
23 81 26	Split-System Air-Conditioners	6
23 82 19	Fan Coil Units	6
23 82 30	Variable Frequency Motor Controllers	8
23 82 39	Unit Heaters	6

DIVISION 24	RESERVED
--------------------	-----------------

DIVISION 25	INTEGRATED AUTOMATION
--------------------	------------------------------

Section No.	Title	Page Count
Not Used		

DIVISION 26	ELECTRICAL
--------------------	-------------------

Section No.	Title	Page Count
26 03 40	Medium-voltage Gas (SF6) Switches	10
26 05 00	Common Work Results for Electrical Systems	7
26 05 13	Medium-voltage Cables	10
26 05 19	Low-voltage Electrical Power Conductors and Cables	7
26 05 20	Low-voltage Mineral Insulated Cable	5
26 05 23	Ductbank, Manholes, and Vaults	6
26 05 26	Grounding and Bonding for Electrical Systems	6
26 05 29	Hangers and Supports for Electrical Systems	6
26 05 33	Raceway and Boxes for Electrical Systems	10
26 05 43	Underground Ducts and Raceways	10
26 05 53	Identification for Electrical System	6
26 05 74	Short Circuit, Protective Device Coordination and Arc Flash Study	5
26 08 00	Commissioning of Electrical System	4

**D-B RFP
 Volume 3 of 3
 Construction Quality Standards
 (Continued)**

Table Of Contents

DIVISION 26	ELECTRICAL (Continued)
--------------------	-----------------------------------

Section No.	Title	Page Count
26 09 23	Lighting Control Devices	5
26 12 00	Pad-mounted Transformer	5
26 22 00	Dry-Type Transformers	6
26 24 14	Switchboards	8
26 24 16	Panelboards	8
26 27 26	Wiring Devices	4
26 28 13	Fuses	2
26 28 16	Enclosed Switches and Circuit Breakers	4
26 29 13	Enclosed Controllers	6
26 32 13	Diesel Generator	3
26 33 53	Static Uninterruptible Power Supply	15
26 36 00	Automatic Transfer Switches	9
26 41 13	Lightning Protection	5
26 43 13	Surge Protective Devices	4
26 51 00	Interior Lighting	5
26 56 00	Exterior Lighting	6

DIVISION 27	COMMUNICATIONS
--------------------	-----------------------

Section No.	Title	Page Count
27 05 00	Common Work Results for Communications	1
27 05 43	Underground Ducts and Raceways for Communications Systems	8
27 11 00	Communications Equipment Room Fittings	13
27 13 00	Communications Cabling	28
27 40 00	Audiovisual	39
27 41 33	Community Antenna Television System	9
27 51 16	Public Address and Notification	16

DIVISION 28	ELECTRONIC SAFETY AND SECURITY
--------------------	---------------------------------------

Section No.	Title	Page Count
28 13 00	Access Control	45
28 16 00	Intrusion Detection	16
28 23 00	Video Surveillance	11
28 31 11	Fire Alarm Systems	23
28 31 12	Fire-Alarm and Elevator Recall System	6

DIVISION 29	RESERVED
-------------	----------

**D-B RFP
 Volume 3 of 3
 Construction Quality Standards
 (Continued)**

Table Of Contents

DIVISION 29	RESERVED
--------------------	-----------------

DIVISION 30	RESERVED
--------------------	-----------------

DIVISION 31	EARTHWORK
--------------------	------------------

Section No.	Title	Page Count
31 10 00	Site Clearing	5
31 20 00	Earth Moving	14
31 23 19	Dewatering	4
31 62 13	Pressure Injected Footings	10
31 62 16	Steel Piles	14
31 63 29	Drilled Concrete Piers and Shafts	10

DIVISION 32	EXTERIOR IMPROVEMENTS		Page Count
--------------------	------------------------------	--	-------------------

Section No.	Title	Page Count
32 12 16	Asphalt Paving	3
32 13 13	Concrete Paving	12
32 13 16	Color Concrete Paving	6
32 14 00	Unit Pavers	8
32 16 00	Curbing	3
32 32 23	Segmental Retaining Walls	7
32 92 00	Turf and Grasses	13
32 93 00	Plants	19

DIVISION 33	UTILITIES		Page Count
--------------------	------------------	--	-------------------

Section No.	Title	Page Count
33 05 00	Piped Utilities – Basic Materials and Methods	13
33 11 00	Water Utility Distribution Piping	8
33 31 00	Sanitary Utility Sewerage	7
33 41 00	Storm Utility Drainage System	7
33 46 00	Subdrainage	6
33 63 13	Underground Steam and Condensate Distribution Piping	9
33 63 14	Underground Hydronic Piping	7

End of Table of Contents
 Volume 3 of 3
 Construction Quality Standards

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 40 00
Procurement Forms And Supplements D-B**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

CERTIFICATE (of Authority)

I _____ , _____
(Signer's Name) (Signer's Title)
of _____ , an entity lawfully organized and existing under the laws
(Name of Entity)
of _____ , do hereby certify that the following is a true and correct
(Name of State or Commonwealth)
copy of a resolution adopted on the _____ day of _____ , 20 _____ by the governing body of
(Day)¹ (Month)¹ (Year)¹
_____ , in accordance with all of its documents of governance and
(Name Of Entity)
management and the laws of _____ and further certify that such resolution has not
(Name of State or Commonwealth)
been modified, rescinded or revoked, and is at present in full force and effect.

RESOLVED: that _____ , _____
(Name and Title of Signer of Contract Documents)²
of _____ is empowered and authorized, on behalf of the entity,
(name of entity)
to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Connecticut
Department of Construction Services, the Connecticut State Properties Review Board and the Office of the Attorney General
associated with such contracts and amendments.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of _____ , 20 _____ .
(Day)³ (Month)³ (Year)³

(Signature)

(Print Name) _____ (Title)

1 – This date must be on or before the date of signing of the subject document.
2 – This person shall sign the subject document and other required documents.
3 – This date must be on or after the date of signing of the subject document.

END
SECTION 00 40 14
CERTIFICATE (of Authority)

For Informational Purposes Only.
The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.
Do Not Submit Any Questions Concerning This D-B RFP.

Total Cost Proposal Form
Department Of Construction Services - State of Connecticut

This Total Cost Proposal Form must completely filled out be submitted in a **SEALED ENVELOPE**, (See D-B RFP Volume 1, Section **00 24 19.1** Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures) and delivered to **State Office Building, Department of Construction Services, Division of Design & Construction, Office of Process Management - Room 261, 165 Capitol Avenue, Hartford, Connecticut 06106** prior **1:00 P.M.** by the designated Due Date stated in the D-B RFP and thereafter publicly opened and read aloud in Room No. G-32 as stated in subsection 3.0 - Proposed Key Milestone Schedule in D-B RFP Volume 1, **Section 00 24 19.1** Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures of this RFP.

Project Number: CF-RC-380

Project Name: CCSU Residence Hall

Project Location: Central Connecticut State University
1615 Stanley Street, New Britain, CT 06050

The Proposer, named _____ and hereinafter referred to as "the Proposer", with a principal place of business at _____

is a(n)* _____

existing under the laws of the State of _____, and proposes to do

business as _____

with the State of Connecticut, hereinafter referred to as "the State".

(* Corporation, partnership, joint venture, individual, etc.)

Section 00 24 19.01 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures

1.0 Acknowledgements:

I (We) acknowledge and agree to the following:

1.1 General:

In accordance with CGS § 24(b) and the requirements of Request For Proposals (D-B) for the above referenced Project, I (We) propose to furnish the labor and/or materials, installed as required for the project named and numbered on this D-B Total Cost Proposal Form, submitted herein, furnishing all necessary, all design services, equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of all of the requirements of the Contract Documents including, but not limited to, the Request For Proposals (D-B), including but not limited to, Sections **00 24 19.1 Project Scope, Proposal Submittal requirements, Evaluation and Selection Procedures D-B, 00 53 D-B Agreement, 00 73 43 General Conditions D-B, Division 01 General Requirements (D-B Capital Projects)**, specifications and/or drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the Proposals and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the price(s) stated on this said Total Cost Proposal Form. For the purposes of this Form the terms "Contractor", "Bidder", or "Proposer" shall mean "Design-Builder".

- 1.2 Total Cost Proposal Form:**
The Proposer Lump Sum Total Cost Proposal submitted on the Total Cost Proposal Form includes all work indicated in the Contract Documents, and Request For Proposals (D-B) **without any exceptions, clarifications, or exclusions. Submission of any exceptions, clarifications and/or exclusions may result in the CMR's Proposal being deemed Not Responsive.**
- 1.3 Total Cost Proposal Worksheet:**
To complete and submit **00 43 53.1 Total Cost Proposal Worksheet D-B** with this Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.
- 1.4 Request for Proposal (RFP) Compliance:**
That the Proposer is in compliance with the "Request for Proposal (D-B)" for the above Project and has examined all of the Contract Documents, all supplementary documents and addenda, and understands the availability of materials, labor and other resources, and hereby proposes to furnish all design services, labor and other resources, materials, equipment and all other aspects required for the project in accordance with the proposal documents of which this form is a part.
- 1.5 Selection Interview Participation:**
To make one or more presentations to a Award/Selection Panel.
- 1.6 Provide Additional Information:**
To provide, at any time, including but not limited to contract negotiations, when requested by the State, additional project cost information, and Design/Builder's financial statement data will be provided.
- 1.7 Hold Total Cost Proposal Price:**
To hold the Total Cost Proposal price for **ninety (90)** calendar days after the date of the CT DCS Conditional Selection Letter, and;
1.7.1 To hold the Total Cost Proposal price for any additional calendar days caused by any delays in receive Bond Funds and/or the Proposer's submittal of supplemental and supporting documents and required by, but not limited to, the Connecticut Department Of Construction Services, Connecticut Department Of Labor, Connecticut Commission on Human Rights and Opportunities, and Connecticut Office of the Attorney General.
1.7.2 The Proposer and the State may mutually agree to further extensions of additional time, and;
1.7.3 The Conditionally Selected Proposer is required to submit all supplemental and supporting submittal documents as by the State of Connecticut and; if there are any delays in the receipt of a supplemental and supporting submittal documents then the Total Cost Proposal price shall remain valid for the same additional number of calendar days as the delay. Example: If a supplemental and supporting document is submitted **four (4)** calendar days later; then the Total Cost Proposal price shall remain valid for **ninety-four (94)** calendar days.
- 1.8 Proposal Submittal Document Schedule:**
To provide all of the Proposal Submittal Documents listed in the "**Proposal Document Submittal Schedule**" of this Total Cost Proposal Form within the stipulated calendar days.
- 1.9 Connecticut Freedom of Information Act ("FOIA"):**
The Proposer understands that due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, Proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all rules, regulations and interpretations resulting therein will not be sufficient for Proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages, or sections that a Proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-19 (b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.
- 1.10 Commencement and Progress of the Work: (Section 00 52 53 Design-Build Agreement)**
The Design Builder agrees that they shall commence Work for the Design & Construction of this Project on the Project Start Date indicated in a written "Notice Proceed" issued by the Commissioner or the authorized representative and continue for **Five hundred and Eighty-seven, (587)** Calendar days to **Substantial Completion.**

- 1.11 Liquidated Damages – Substantial Completion: (Section 00 52 53 Design-Build Agreement)**
The Proposer will accept an assessment of liquidated damages in the amount of **(\$3,867.00)**, **three thousand, eight hundred and sixty-seven Dollars** per day for each Calendar Day beyond established Substantial Completion Date that the Design-Builder fails to achieve Substantial Completion.
- 1.12 Liquidated Damages – Post Substantial Completion: (Section 00 52 53 Design-Build Agreement)**
The Proposer will accept an assessment of liquidated damages in the amount of **(\$1,227.00)**, **One Thousand, two hundred and twenty-even Dollars** per day for each Calendar Day beyond the **ninety (90)** Calendars Days of the established Substantial Completion Date that the Design-Builder fails to complete all of the Work required of the Acceptance of the Work.
- 1.13 Addenda / Addendum:**
The Design/Builder states that this Proposal includes _____ Addenda / Addendum.
- 1.14 Objective Criteria for Evaluating Proposers:**
All Proposals must meet the requirements of **Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures D-B** for the D-B Sealed Total Cost Proposal Components in addition to the requirements of Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures for the D-B Sealed Total Cost Proposal Components.
- 1.15 Nondiscrimination and Labor Recruitment:**
I (we) agree that the Contract awarded for this project shall be subject to Executive Orders No. Three & Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O. 3-1, when and as requested.
- 1.15.1** Executive Order No. Three is superseded by the Connecticut General Statutes 4a-60 and 4a-60a and the Commission on Human Rights Regulations (CHRO), section 46a-68j-21 through 46a-68j. The CHRO Regulations are available at the CHRO Website: www.ct.gov/chro/ and Phone: 860.541.3400.
- 1.16 Confidentiality of Documents:**
- 1.16.1** The undersigned agrees that if not selected as the Design-Builder for this project, all plans and specifications in their possession for the project shall be destroyed.
- 1.16.2** The undersigned agrees that if selected as the Design-Builder for this project:
- .1** The plans and specifications shall not be disseminated to anyone except for construction of this project.
- .2** The following provision shall be included in all of its contracts with professional design consultants, design sub-consultants, contractors, and subcontractors.
“Any and all drawings, specifications, maps, reports, records or other documents associated with the contract shall only be utilized to the extent necessary for the performance of the work and duties under this Agreement. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this Agreement. No other disclosure shall be permitted without the prior written consent of the Department of Construction Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.”
- .3** Upon completion of the construction and the issuance of a certificate of occupancy, the plans, and specifications shall be returned to the Department of Construction Services, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of the Department of Construction services.
- 2.0 Department of Administrative Services (DAS) Pre-Qualification Certificates and Update Statements:** The DAS Contractor Prequalification Program (C.G.S §4a-100) requires all **Contractors** (D-B Proposers) to apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and to submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for the Design-Builder with their Section 00 42 53 D-B Cost Proposal Form for the CT DAS Contractor Classification for this Project as shown below: For more Information about DAS Prequalification submittal requirements see Section 00 24 19.1 of this D-B RFP.

CT DAS Contractor Classification: General Building Construction (Group C)

- 2.1 Named Subcontractor - CT DAS Pre-qualification Certificate and Update Statement:** In accordance with CGS § 4a-100 a **Named Subcontractor** is **Substantial Subcontractor** when a person performs work with a value in excess of **five hundred thousand dollars (\$500,000)** for a Contractor (Design-Builder) pursuant to a contract for work for the state which is estimated to cost more than **five hundred thousand dollars (\$500,000)**.
- 2.1.2** The Design-Builder's Named Subcontractors that are Substantial Subcontractors apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for the Design-Builder with their Section 00 42 53 D-B Cost Proposal Form for the CT DAS Contractor Classification for this Project as shown above: For more Information about DAS Prequalification submittal requirements see Section 00 24 19.1 of this D-B RFP.
- 2.2 Connecticut Major Contractor's License:** For all CT DCS projects designated **CT DAS Contractor Classification Group A, Group B, or Group C** or **Projects That Exceed Threshold Limits of C.G.S §29-276b** the D-B Proposer must submit a **Connecticut Major Contractor's License** issued by the Connecticut Department of Consumer Protection with the **Section 00 42 53** CMR Cost Proposal Form.
- 3.0 State of Connecticut Prevailing Wage Rates:**
- 3.1. Prevailing Wage Rates: (CGS 31-53):** The Commissioner of CT Department Of Labor (DOL) shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection §31-53, in each locality where any such public work is to be constructed. The Prevailing Wage Rates are for the duration this Project's Contract Time and are in Section 00 43 23.1 Prevailing Wage Rates - (D-B) of this D-B-RFP.
- 12.1.2 Annual Adjustments To Wage Rates (CGS §31-55a):** In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor. **Annual adjusted Prevailing Wage Rates will not be considered a matter for a Agreement Amendment with CT DCS.**
- 4.0 Federal Executive Order No. 11246 (as amended) - Equal Employment Opportunity (EEO) and Nondiscrimination in Employment by Government Contractors and Subcontractors:**
During the performance of this contract the Proposer and their General Contractor and Subcontractors agree to comply with all of the requirements of Federal Executive Order No. 11246 (as amended). See the U.S. Department of Labor Website for more information: www.dol.gov.
- 5.0 Insurance:**
The limits of liability for the Insurance required for this project shall be as required by Article 9, Indemnity and Insurance of Section **00 52 53 Design-Build Agreement** (See Section 00 50 00 Contracting forms & Supplements).
- 5.1 Additional Insurance Requirements:** In addition to the insurance required by Section **00 52 53 Design-Build Agreement** the Proposer shall provide the following insurance for this project:
- 5.1.1 Commercial General Liability – XCU:** For Explosion, Collapse, and Underground Damage.
- 6.0 Connecticut Set-Aside Program Requirements:**
In accordance with the requirements of CGS § 4a-60g, (f) the Design/Builder for this project shall comply with the following requirements:
- 6.1** The Proposer for this Project shall award not less than **(25%)** of the total Contract Price to contractors who are certified and eligible to participate in the State of Connecticut's "Small Contractor's" set-aside program, including **(25%)** of this amount (or **6.25%** of the total Contract Price to be awarded to certified and eligible "Minority Businesses Enterprises" (MBE).

- 6.2** This requirement must be met even if the Proposer is certified and eligible to participate in the Small Business Set-Aside Program. To facilitate compliance with this requirement for set-aside subcontractors, Conditionally Selected Proposer will have **fourteen (14) calendar days** of the date of the CT DCS Conditional Selection Letter within which to complete and submit a list of certified set-aside contractors to be used on this project along with the dollar amounts to be paid to each, on the **00 61 39 Set-Aside Contractor Schedule D-B**, and a copy of their current certification must be attached to the required submittal. This information will be considered as a submittal requirement of your Total Cost Proposal Form and failure to comply with any portion of these requirements, within **fourteen (14) calendar days** of the date of the CT DCS Conditional Selection Letter, including but not limited to the failure to list or meet the necessary dollar amount or percentage of the bid price will be cause to reject your Proposal. For more information see the CT CHRO Website: www.ct.gov/chro/.
- 6.3** The Proposer shall also submit DAS Prequalification and Update Statements, with the DAS Construction Classification as stated in paragraph 2.1 of **Section 00 42 53 Total Cost Proposal Form** for all "Substantial" subcontractors whose subcontract exceeds five hundred thousand dollars (\$500,000) with the **Section 00 61 39 Set-Aside Contractor Schedule D-B**.
- 6.4 Design-Build Projects:**
In accordance with the requirements of CT CHRO:
"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 III (see CHRO Affirmative Action Plan Format) by week, month, or quarter (as determined by CHRO) listing all S/M/W/DBE's subcontractors with whom contracts have been signed during that period. These reports must be filed until the Contractor has provided evidence that the set-aside requirements for the project have been met." For more information see the CT CHRO Website: www.ct.gov/chro/.
- 7.0 Design/Builder's Contractor and Subcontractor Qualification Questionnaires:**
The Proposer shall complete and submit a **00 45 16.1 Contractor Qualification Questionnaire D-B** and submit **00 45 17.1 Named Subcontractor's Qualification Questionnaires D-B** for each Named Subcontractor listed in this Total Cost Proposal Form and as required by **00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedure D-B**.
- 7.1** All of the required D-B Qualification Questionnaires will be considered as part of your Total Cost Proposal Form and failure to comply with any portion of this requirement will be cause for rejection of your Proposal.
- 7.2** Information in regards to the submittal Design/Builder's General Contractor and Named Subcontractor Qualifications Questionnaires is made part of this Total Cost Proposal Form. **Note:** Individual Technical Specification Sections from the RFP may contain Contractor and/or Named Subcontractor Qualification requirements that exceed those in **Section 00 45 13.1 Objective Criteria For Evaluating Qualifications of Proposers D-B**.
- 8.0 Total Cost Proposal Form Submittal:**
This Total Cost Proposal Form is submitted and in compliance with the foregoing and following conditions and/or information:
- 8.1 Instructions To Proposers and Objective Criteria for Evaluating Qualifications of Proposers:**
All Total Cost Proposals shall also be subject to provisions of **Section 00 21 16.1 Notice To Proposers D-B** and **Section 00 45 13.1 Objective Criteria for Evaluating Qualifications of Proposers D-B** for the purpose of award; and consideration shall be given only to Proposals submitted by qualified and responsible Proposers.
- 8.2 Total Cost Proposals Are Not Transferable:**
The Proposer agrees that Total Cost Proposals are not transferable to other proposers and must be submitted in the same name as used on the proposer's professional credentials, business credentials, insurance requirements, affidavits, and certifications, and prequalification statements.

9.0 Total Cost Proposal:

Written Amount _____

Dollars

Figure Amount \$

--	--	--

 ,

--	--	--

 , ⁴

--	--	--

 .

--	--

(Place Figure Amount in Appropriate Boxes.)

Discrepancies: In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

9.1 Discrepancies:

In the event of any discrepancy between the amount written in words and the amount written in numerical figures, the amount written in words shall be controlling.

10.0 Named Subcontractors:

List the names and prices of the Named Subcontractor that will perform the work of the trades listed in Schedule 10.0. Any Named Subcontractor as listed in schedule 10.0 of this Total Cost Proposal Form is required to complete **Section 00 45 17.1 Named Subcontractor's Qualification Questionnaires D-B** for each Named Subcontractor listed. All Named Subcontractors required to be listed on Schedule 10.0 shall be required to submit CT DAS Pre-qualification Certificate and Update Statements for each Named Subcontractor that corresponds to the CT DAS General Building Construction Classification stated in paragraph 2.1 of this Total Cost Proposal Form with their Named Subcontractor's Qualification Questionnaires D-B. This information will be considered as part of your Total Cost proposal Form and failure to comply with any portion of this requirement will be cause to reject your Proposal.

10.0 Named Subcontractors (Continued):

Schedule 10.0 - Named Subcontractors				
(Note: Failure To Properly Complete All Sections Of This Schedule 10.0 Shall Result In Rejection Of The Proposal.)				
The Design-Builder shall indicate the subcontractor name and contract value for the largest single subcontractor in each named sub trade.				
Description	Name of Subcontractor	Amount Dollars	Labor & Material Payment Bond	Performance Bond
Masonry		\$ _____	_____ %	_____ %
Electrical		\$ _____	_____ %	_____ %
HVAC		\$ _____	_____ %	_____ %
Mechanical*		\$ _____	_____ %	_____ %
*(except HVAC)				

11.0 Non-collusion Statement:

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Proposal and that it is made without any connection with any other person making any Proposal for the same work. 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 made under it, or in expected profits to arise therefrom. This Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to submit a Proposal or refrain from submitting a Proposal or to influence the amount of the Proposal of any other person or corporation. This Proposal is made in good faith without collusion or connection with any other person submitting a Proposal for the same work and this proposal is made with distinct reference and relation to the Request for Proposals prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the design, 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.

Name of Proposer: _____
Name Date

Proposer's Signature: _____ **Title:** _____
Signature Title

** Attach corporate resolution or power of attorney, if appropriate.*

Address:

City State Zip Code

12.0 Connecticut Major Contractor's License:

For all CT DCS projects designated CT DAS General Building Construction Classification Group A, Group B or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for their General Contractor and all Named Subcontractors with this Total Cost Proposal Form.

13.0 Proposer Information:

Firm Federal Employer Identification Number: _____

Firm CT Tax Registration Number: _____

Firm Address: _____
(Street)

(City/Town)

(State)

(Zip Code)

Telephone Number: _____

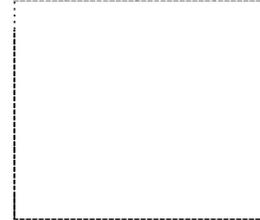
FAX Number: _____

Email Address: _____

Type of Business Entity (check one):

- Corporation
- Limited Liability Corporation (LLC)
- Partnership
- Sole Proprietor

Corporate Seal
(If a Corporation)



Doing Business As (d/b/a)?
If yes, provide complete name **below**:

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

This Proposal submission is **only** for Design-Builder's who are currently have the DAS following **Certification**:

CT DAS Contractor Classification: General Building Construction (Group C)

The Conditionally Selected Proposer shall submit all supporting documents within the calendar day time limits noted in the "Proposal Document Submittal Schedule" of this Total Cost Proposal Form. If there are any delays in the receipt of these materials then the Proposal shall remain valid for the same additional number of calendar days. For example, since, the Conditionally Selected Proposer shall be required to hold their Proposal price for ninety (90) calendar days and any extensions caused by the Proposer's delays in required submissions, if materials are submitted four (4) days later; then the Proposal shall remain valid for ninety-four (94) days.

14.0 Proposal Document Submittal Schedule:

14.1 Documents To Be Either Submitted With This Total Cost Proposal Form – (D-B) And/Or Uploaded to the DAS Website:

Failure to Submit or Upload any of the **Items Numbered 1 through 7** shall cause rejection of the Design Builder's **Sealed Total Cost Proposal Components** and shall not be considered a minor irregularity.

Item No.:	Document Number	Document Name / Description	This Column For State Use Only
1.0	00 42 53.1	Total Cost Proposal Worksheet (Design-Build)	<input type="checkbox"/>
2.0	00 45 16.1	Contractor Qualification Questionnaire - DB	<input type="checkbox"/>
3.0	00 45 17.1	Named Subcontractor's Qualification Questionnaire - DB	<input type="checkbox"/>
4.0	—	DAS Pre-qualification Certificate (Contractor and Named Subcontractors) (That are classified as "Substantial Subcontractors") See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
5.0	—	DAS Update Statement(s) See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
6.0	—	Connecticut Major Contractor's License For Projects designated in Section 00 24 19.1, Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures D-B, of this D-B RFP as "Exceeding the Threshold Limits" must meet C.G.S §20-341gg Registration of Major Contractors. See Article 1 of Section 00 21 16.1 Instructions To Proposers (D-B).	<input type="checkbox"/>
7.0	—	Ethics Affidavit (Regarding State Ethics) (New July 1, 2005) Upload the following to the DAS Website prior to, or at the time of Proposal Submittal, See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
8.0	—	Gift and Campaign Contribution Certification Upload the following to the DAS Website prior to, or at the time of Proposal Submittal. See www.das.state.ct.us for required form(s).	<input type="checkbox"/>
9.0	—	Connecticut Major Contractor's License For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B, or Group C or Projects That Exceed Threshold Limits of C.G.S §29-276b the D-B Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection with the Section 00 42 53 CMR Cost Proposal Form. See Article 1 of Section 00 21 16.1 Instructions To Proposers (D-B) for specific requirements.	<input type="checkbox"/>
10.0	00 40 14	Certificate (of Authority) See www.ct.gov/dcs for required form.	<input type="checkbox"/>

15.0 CT DCS Conditional Selection Letter Document Submittals:

The Conditionally Selected Design-Builder shall be notified in a "Conditional Selection Letter" of additional Submittal Requirements. The Conditional Selection Letter shall also notify the Design-Builder of certain affidavits and certifications require to be provided to CT DCS at the time the D-B Agreement is executed.

END

**Section 00 42 53
Total Cost Proposal Form - DB**

Division Number	Description	Division Cost Subtotals
01	General Requirements	
02	Existing Conditions	
03	Concrete	
04	Masonry	
05	Metals	
06	Wood, Plastics, and Composites	
07	Thermal and Moisture Protection	
08	Openings	
09	Finishes	
10	Specialties	
11	Equipment	
12	Furnishings	
13	Special Construction	
14	Conveying Equipment	
21	Fire Supression	
22	Plumbing	
23	Heating, Ventilating, and Air Conditioning	
26	Electrical	
27	Communications	
28	Electronic Safety and Security	
31	Earthwork	
32	Exterior Improvements	
33	Utilities	
	Total Cost:	\$ -
	(Includes Design, Construction and All Of The Requirements Of This D-B RFP)	
<p>Note: <i>This Total Cost Worksheet is the basis of the cost evaluation process as represented by the Total Cost in the Total Cost Proposal Statement.</i></p>		

00 43 11.1 Subcontract Agreement Form D-B

For the purposes of this section the terms "Contractor", "Bidder", or "Proposer" shall mean "Design-Builder". All Proposals must meet the requirements of this **Section 00 21 16.1 Instructions To Proposers – (D-B), Section 00 45 15.1 Objective Criteria For Evaluating Qualifications of Proposers D-B** in addition to the all requirements of **Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation And Selection Procedures- (D-B)** and all of the requirements the D-B Request for Proposals (RFP).

1. In accordance with the requirements of CGS § 4b-96, as amended, of the Connecticut General Statutes the Contractor selected for Contract shall complete the Subcontract Form of this section and provide the Department of Construction Services with executed subcontracts with all named subcontractors and set-aside subcontractors in accordance with your Bid Proposal. These subcontracts must be in the exact format outlined in Sec. 4b-96 of the Connecticut General Statutes. Variation from the prescribed format will result in rejection by the Department of Construction Services and delay the completion of the Contract.

Sec. 4b-96. Subcontract, form. Procedure on failure of subcontractor to execute subcontract. General bidder's responsibilities.

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

2. In accordance with CGS § 4b-91, as amended, all "Substantial Subcontractors" that perform work with a value in excess of five hundred thousand dollars for a contractor pursuant to a contract for work for the state which is estimated to cost more than five hundred thousand dollars must submit a DAS Prequalification Certificate along with this Subcontract Agreement Form.

(See page 2)

SUBCONTRACT

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

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

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

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

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

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

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

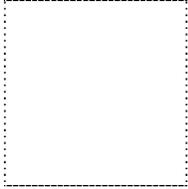
- 3. The Subcontractor agrees to furnish to the Contractor, within a reasonable time after the execution of this subcontract, evidence of workers' compensation insurance as required by law and evidence of public liability and property damage insurance of the type and in limits required to be furnished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

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

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

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

Seal

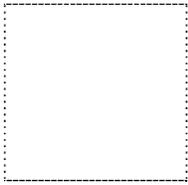


(Name of Subcontractor)

WITNESS: _____

By: Its, _____ Duly Authorized _____
(Date)

Seal



(Name of Subcontractor)

WITNESS: _____

By: Its _____ Duly Authorized _____
(Date)

End of
Section 00 43 11.1
Subcontract Agreement Form – (D-B)

For Informational Purposes Only.
The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.
Do Not Submit Any Questions Concerning This D-B RFP.

00 43 23.1 Prevailing Wage Rates D-B

The Commissioner of CT Department Of Labor (DOL) shall determine the prevailing rate of wages on an hourly basis and the amount of payment or contributions paid or payable on behalf of such employee to any employee welfare fund, as defined in subsection §31-53, in each locality where any such public work is to be constructed. The Prevailing Wage Rates are for the duration of the Contract Time for this Project. In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor. **Annual adjusted Prevailing Wage Rates will not be considered a matter for a Agreement Amendment with CT DCS.** The prevailing Wage rates for this project are as follows:

Project: New Residence Hall Facility At Central Connecticut State University

**Minimum Rates and Classifications
 for Building Construction**

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

ID# : B 16451

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

Project Number: CF-RC-380-DB
 State#:

Project Town New Britain
 FAP#:

Project: New Residence Hall Facility At Central Connecticut State University

CLASSIFICATION

Hourly Rate Benefits

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

36.86 25.51

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

2) Boilermaker

34.65 24.10

As of: **Thursday, May 03, 2012**

Project: New Residence Hall Facility At Central Connecticut State University

3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	24.20 + a
3b) Tile Setter	32.00	21.44
3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
3d) Tile, Marble & Terrazzo Finishers	25.50	24.20
3e) Plasterer	32.50	24.20

-----LABORERS-----

As of: **Thursday, May 03, 2012**

Project: New Residence Hall Facility At Central Connecticut State University

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	25.80	16.45
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman, fence erector.	26.05	16.45
4b) Group 3: Jackhammer operators, mason tender (brick) and mason tender (cement/concrete)	26.30	16.45
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections)[If using this classification call the Labor Department for clarification]	26.05	16.45
4d) Group 5: Air track operators, Sand blasters	26.55	16.45
4e) Group 6: Nuclear toxic waste removers, blasters	28.80	16.45

As of: Thursday, May 03, 2012

Project: New Residence Hall Facility At Central Connecticut State University

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped)	26.80	16.45
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew	26.30	16.45
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew	25.80	16.45
4i) Group 10: Traffic Control Signalman	16.00	16.45
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	29.11	20.29
5a) Millwrights	30.01	20.18

As of: Thursday, May 03, 2012

Project: New Residence Hall Facility At Central Connecticut State University

6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	35.70	21.52
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	45.97	23.535+a+b

-----LINE CONSTRUCTION-----

Groundman	23.80	3% + 13.70
Linemen/Cable Splicer	43.28	3% + 13.70
8) Glazier (Trade License required: FG-1,2)	32.73	16.35 + a

As of: Thursday, May 03, 2012

Project: New Residence Hall Facility At Central Connecticut State University

9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	33.50	27.03 + ε
---	-------	-----------

----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	35.50	20.50 + ε
---	-------	-----------

Group 2: Cranes (100 ton rate capacity and over); Backhoe/Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	35.18	20.50 + ε
---	-------	-----------

Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.).	34.44	20.50 + ε
---	-------	-----------

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	34.05	20.50 + ε
--	-------	-----------

As of: Thursday, May 03, 2012

Project: New Residence Hall Facility At Central Connecticut State University

Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	33.46	20.50 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	33.46	20.50 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	33.15	20.50 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	32.81	20.50 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	32.41	20.50 + a
Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	31.98	20.50 + a

As of: **Thursday, May 03, 2012**

Project: New Residence Hall Facility At Central Connecticut State University

Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	29.94	20.50 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	29.94	20.50 + a
Group 12: Wellpoint operator.	29.88	20.50 + a
Group 13: Compressor battery operator.	29.30	20.50 + a
Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	28.16	20.50 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	27.75	20.50 + a

As of: **Thursday, May 03, 2012**

Project: New Residence Hall Facility At Central Connecticut State University

Group 16: Maintenance Engineer/Oiler. 27.10 20.50 + a

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 31.41 20.50 + a

Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). 28.99 20.50 + a

-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller 29.17 16.35

10b) Taping Only/Drywall Finishing 29.92 16.35

As of: Thursday, May 03, 2012

Project: New Residence Hall Facility At Central Connecticut State University

10c) Paperhanger and Red Label	29.67	16.35
10e) Blast and Spray	32.17	16.35
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	38.67	24.46
12) Well Digger, Pile Testing Machine	33.01	19.40 +
13) Roofer (composition)	31.11	16.94
14) Roofer (slate & tile)	31.61	16.94

As of: **Thursday, May 03, 2012**

Project: New Residence Hall Facility At Central Connecticut State University

15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	32.27	29.33
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	38.67	24.46
-----TRUCK DRIVERS-----		
17a) 2 Axle	27.88	17.22 + a
17b) 3 Axle, 2 Axle Ready Mix	27.98	17.22 + a
17c) 3 Axle Ready Mix	28.03	17.22 + a

As of: Thursday, May 03, 2012

Project: New Residence Hall Facility At Central Connecticut State University

17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.08	17.22 + a
17e) 4 Axle Ready Mix	28.13	17.22 + a
17f) Heavy Duty Trailer (40 Tons and Over)	28.33	17.22 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.13	17.22 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	40.50	16.85 + a
19) Theatrical Stage Journeyman	22.22	6.53

As of: **Thursday, May 03, 2012**

Project: New Residence Hall Facility At Central Connecticut State University

Welders: Rate for craft to which welding is incidental.

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

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

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

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

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

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

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

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

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

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

As of: Thursday, May 03, 2012

Project: New Residence Hall Facility At Central Connecticut State University

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

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

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

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

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

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

As of: Thursday, May 03, 2012

Project: New Residence Hall Facility At Central Connecticut State University

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

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

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

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

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

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

As of: Thursday, May 03, 2012

END
Section 00 43 23.1
Prevailing Wage Rates - (D-B)

00 45 13.1 Objective Criteria For Evaluating Qualifications of Proposers D-B

For the purposes of this section the terms “Contractor”, “Bidder”, or “Proposer” shall mean “Design-Builder”.

All Proposals must meet the requirements of this section in addition to the requirements of **Section 00 24 19.1 Project Scope, Proposal Submittals, Evaluation and Selection Procedures for Design-Build (D-B)** for the D-B Sealed Total Cost Proposal Components.

The following items are established pursuant to CGS § 4b-24 and 4b-93 through 4b-100a as amended and Items No. 12 and 13, below, are meant to comport with CGS § 31-57b, Awarding Of Contracts To Occupational Safety And Health Law Violators Prohibited.

Note: Individual Specification Sections may contain Design-Builder’s General Contractor and/or Subcontractor Qualification requirements that exceed those in **Section 00 45 13.1, Objective Criteria Established for Evaluating Qualifications of Proposers D-B.**

Article 1 Design-Builder’s Contractor and Named Subcontractors Qualification Questionnaires:

1.1 Design-Builder Qualification Questionnaires: The prospective Proposer must demonstrate that it meets the objective criteria for this specific project. The Proposer must complete two (2) Design-Builder Qualification Questionnaires that the State shall be use to evaluate the prospective Design-Builder’s Contractor and Named Subcontractor’s past performance and experience or lack of experience with projects of the size, complexity, and dollar value of the project for which Proposals are to be submitted. The prospective Design-Builder’s Contractor and Named Subcontractor’s past faithful and efficient performance and completion of work and shall be based upon their financial, managerial, and technical abilities, their integrity and absence of conflict of interests. The prospective Design-Builder’s Contractor and Named Subcontractor’s shall have completed two (2) comparable types of projects with the **Project Maximum Total Cost** as stated in **00 24 19.1 Project Scope, Proposal Submittal Requirements, Evaluation And Selection Procedures for Design-Build (D-B)** during the past seven (7) years. The Design-Builder’s Contractor and Named Subcontractor’s shall be evaluated based on the record of their performance throughout projects and not just the end of projects within the seven (7) year review period.

1.1.1 Design-Builder’s Contractor Qualifications Questionnaire: All proposers shall complete and submit a **00 45 16.1 Contractor Qualification Questionnaire D-B** with their sealed **00 42 53 Total Cost Proposal Form D-B.**

1.1.2 Design-Builder’s Named Subcontractors Qualifications Questionnaire: As required by the **00 42 53 Total Cost Proposal Form - (D-B)**, each proposer shall furnish with its submitted proposal, and in the **Named Subcontractors Schedule** portion of **00 42 53 Total Cost Proposal Form – (D-B)**, the names of responsible and qualified named subcontractors who shall perform the work required by the division or portion of the specifications listed in the **Named Subcontractors Schedule**. Failure to so list a required named subcontractor for any division or portion of the specifications will result in the rejection of the entire proposal.

.1 All Proposers shall complete and submit a 00 45 17.1 Named Subcontractor’s Qualification Questionnaires D-B with their sealed **00 42 53 Total Cost Proposal Form D-B.**

Article 2 Proposer’s Submittals And Demonstrations:

2.1 Contractor and Named Subcontractor CT - DAS Pre-qualification Certificate and Update Statement:

The Design-Builder must submit the CT-DAS Pre-qualification Certificate and the CT- DAS Update Statement for their Contractor and Named Subcontractors with their Sealed Total Cost Proposal Components for the DAS General Building Construction Classification as stated in Section 00 42 53 Total Cost Proposal Form.

2.2 Substantial Subcontractor CT - DAS Pre-qualification Certificate and Update Statement: The Design-Builder must submit the CT-DAS Pre-qualification Certificate and the CT- DAS Update Statement for their Substantial Subcontractor within fourteen (14) Calendar Days after Design-Builder

receives their Conditional Selection Letter from DPW for the DAS General Building Construction Classification as stated as stated in Section 00 42 53 Total Cost Proposal Form.

- 2.2.1 Connecticut Major Contractor's License:** For projects designated CT DAS General Building Construction Classification Group A, Group B or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer with the Total cost Proposal Form.
- 2.3** Proposer's contractors and/or subcontractors shows that it customarily employs or has on its payroll supervisory personnel qualified to perform the work called for in the RFP (D-B) requirements and specifications
- 2.4** Proposer's contractors and/or subcontractors shows that it owns or possesses rented or leased equipment of the type customarily required by contractors in the performance of contract work and that such equipment, if needed, is available for this project.
- 2.5** Proposer's contractors and/or subcontractors have purchased materials over the past three years from suppliers who customarily sell such materials in quantity to contractors.
- 2.6** Proposer's contractors and/or subcontractors show that it is financially responsible to perform the work as bid. If requested, additional financial information shall be provided.
- 2.7** Proposer's contractors and/or subcontractors furnished references from architects, engineers, or owners indicating that it has satisfactorily completed in a timely manner contract work of the nature of this bid and provide explanations where delays have occurred. This information is to cover work done over the past three years. Review of Department of Public Works files shall be included in the evaluation of the bidder's qualifications and anticipated future performance.
- 2.8** Proposer's contractors and/or subcontractors demonstrated staff expertise in the various types of major trades or work required for this project or maintains competent supervisory personnel on its payroll that can coordinate multiple trades.
- 2.9** Proposer's contractors and/or subcontractors has control of adequate physical facilities from which the work can be performed.
- 2.10** Proposer's contractors and/or subcontractors demonstrated that on previous state projects the bidder complied in good faith with the requirements of listing subcontractors as outlined in Sections 4b-93 and 4b-95 of the Connecticut General Statutes.
- 2.11 Licensure:** Proposer demonstrated that all major subcontractors are in compliance with the provisions of CGS § 20-341gg of the, as revised, concerning licensure if they perform work on any structure that exceeds the threshold limits contained in CGS § 29-276b, as revised.
- 2.12 Past Performance:** Proposer's contractors and/or subcontractors demonstrated a good track record of past performance on State or other projects relative to the quantity, quality, timeliness, cost, cooperation, and harmonious working relationships with subcontractors, suppliers, and client agencies. Prompt payment to subcontractors and suppliers is a critical factor to be considered.
- 2.13 OSHA Regulations:** Proposer's contractors and/or subcontractors has proven that they have not been found to be in violation of three or more willful or serious violations of OSHA regulations in the past three years.
- 2.14** Proposer and proposer's D-B Team Members have not received a criminal conviction related to the injury or death of any employee in the three-year period preceding the bid.
- 2.15 Legal (Court And/Or Arbitration) Or Administrative Proceedings:** Proposer has listed all legal (court and/or arbitration) or administrative proceedings currently pending as well as any legal (court and/or arbitration) or administrative proceeding which have concluded adversely within the last three years which relate to procurement or performance of any public or private construction contracts.

- 2.16** Proposer identified any situations where the Proposer's contractors and/or subcontractors have failed to complete a construction contract or situations where bonds were called during the past three years. If so, note when, where, and attach a separate sheet of explanation to this form.
- 2.17** Proposer's contractors and/or subcontractors have not been found to be currently in major violation of tax law compliance requirements of the Department of Revenue Services.
- 2.18 CT Department of Labor:** Proposer's contractors and/or subcontractors have not been found to be currently in major violation of labor laws as required through the Department of Labor including violations of prevailing wage laws in the past three years.
- 2.19** Proposer's contractors and/or subcontractors Been found to be in compliance with all statutory and regulatory requirements.
- 2.20 Internal Revenue Service Tax Requirements:** Proposer's contractors and/or subcontractors have not been found in violation of and/or are not currently in violation of the Internal Revenue Service Tax Requirements regarding classification of employees and independent contractors.
- 2.21 Workers' Compensation Insurance Premiums:** Proposer's contractors and/or subcontractors have not been found to be currently in violation of CGS § 31-288 relating to employee classification for purposes of Workers' Compensation insurance premiums.

End
Section 00 43 13.1
Objective Criteria For Evaluating
Qualifications of Proposers D-B

Contractor Qualification Questionnaire D-B
State of Connecticut - Department Of Construction Service

Project:

DCS Project Number: _____

Project Name:
(From QBS Web Ad) _____

Project Location: _____

Brief Project Description:
(From QBS Web Ad) _____

Purpose:

All Proposers are required to file this document, properly completed, for their Contractor with their sealed **00 42 53 Total Cost Proposal Form D-B** and with their **Sealed Total Cost Proposal Components** for this Project. Failure of a Proposer to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

All Proposers are also required to attach a copy of all of their Contractor's DAS Pre-qualification Certificate and the DAS Update Certificate for the DAS General Building Construction Classification as stated in the their sealed **00 42 53 Total Cost Proposal Form D-B** with their **Sealed Total Cost Proposal Components** for this Project. For all DPW projects designated CT DAS General Building Construction Classification Group A, Group B or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for their General Contractor with their Total Cost Proposal Form.

The Department of Construction Services reserves the right to request any additional or supplemental information necessary to complete its evaluation of a Proposer's qualification.

This document is used to provide information relating to the principal construction entities that will be engaged by the Proposer to implement this project if selected by the State. This is not a request for pre-qualification information. This information is intended to assist in determining general qualification of the Proposers.

1.0 Indicate exactly the name by which this organization is known:

2.0 How many years has this organization been in business under its present business name?
_____ Years

3.0 How many years has this organization been in business as a General Contractor?
_____ Years

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

4.1

4.2

4.3

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

5.1

5.2

5.3

6.0 This firm is a: Corporation
 Partnership
 Sole Proprietorship
 Joint Venture
 Other. Identify: _____

7.0 If the organization is a corporation indicate the following:

7.1 Date of Incorporation: _____

7.2 State of Incorporation: _____

7.3 President's Name: _____

7.4 Vice-President's Name(s): _____

7.5 Secretary's Name: _____

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

9.0 List all work which the organization normally executes with its own forces:

9.1 _____

9.2 _____

9.3 _____

9.4 _____

9.5 _____

10.0 If the organization is an individual or a partnership answer the following:

10.1 Date of Organization: _____

10.2 Name and Address of all partners (State whether general or limited partnership):

11.0 If the organization is other than a corporation or partnership, describe the organization and name its principals:

12.0 List the states in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed:

13.0 Trade References: List names, addresses and telephone numbers of four firms with whom your organization has regular business dealings:

14.0 Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization.

15.0 Indicate the name, address and the agent of the Bonding Company normally used by your organization. Only those bonding companies approved by the U.S. Department of the Treasury and listed in the latest edition of the Treasury Department Circular 570 are acceptable to the State.

16.0 Has your organization ever failed to complete any work awarded to you? If so, note when, where, and attach a separate sheet of explanation to this form.

17.0 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a construction contract? If so, note who, when and where and attach a separate sheet of explanation to this form.

18.0 Has your organization had any willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding D-B Proposal Submittal Due Date for this Project, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970?

Yes No

If yes, list and explain; indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed, what is the status or disposition?

19.0 Has your organization had any criminal convictions related to the injury or death of any employee in the three-year period preceding the proposal?

Yes No

20.0 On a separate form, list and describe major construction projects your organization currently has in progress.

21.0 On a separate form, list and describe the significant projects your organization has completed in the past five years.

22.0 List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts.

- 23.0 Attach a current financial statement following this form, audited if available, including Contractor's latest balance sheet and income statement showing the following items:
- 23.1 Current Assets (e.g. cash, joint venture accounts, receivables, accrued income, deposits, materials inventory and prepaid expenses)
 - 23.2 Net Fixed Assets
 - 23.3 Other Assets
 - Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes)
 - 23.4 Other Liabilities (e.g., capital and capital stock, authorized and outstanding shares per values, earned surplus, and retained earnings)

Name of the firm preparing the financial statement and date of preparation:

Is this financial statement for the identical organization named on the first page of this questionnaire? Yes No

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, and subsidiary).

Will this organization act as guarantor of the contract for construction? Yes No

24.0 Dated at: _____

Signed: This _____ Day of _____, 20 ____ .

Name of Organization: _____

Questionnaire Prepared By:

Name: _____

Title: _____

Signature: _____

25.0 **Notary Statement**

Mr./Mrs./Ms: _____ being duly sworn

Deposes and says that he/she is the _____ of
(Position or Title)

_____, and that the answers to the foregoing
(Firm Name)

Questions and all statements therein contained are true and correct.

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

Notary Public: _____

My Commission Expires: _____, 20 ____ .

END
Section 00 45 16.1
Contractor Qualification Questionnaire - (D-B)

Named Subcontractor Qualification Questionnaire D-B
State of Connecticut - Department of Construction Services

Project:**DCS Project Number:** _____**Project Name:***(From QBS Web Ad)* _____**Project Location:** _____**Brief Project Description:***(From QBS Web Ad)* _____**Purpose:**

All Proposers are required to file this document, properly completed, for all Named Subcontractors named in their sealed **00 42 53 Total Cost Proposal Form D-B** with their **Sealed Total Cost Proposal Components** for this Project. Failure of a Proposer to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject the proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 ½" x 11" sheets with your letterhead as necessary.

All Proposers are also required to attach a copy of all of their Named Subcontractors Contractor's DAS Pre-qualification Certificates and the DAS Update Certificates for the DAS General Building Construction Classification as stated in the 00 42 53 Total Cost Proposal Form with their **00 42 53 Total Cost Proposal Form D-B** and with their **Sealed Total Cost Proposal Components** for this Project. For all DPW projects designated CT DAS General Building Construction Classification Group A, Group B, or Group C the Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection for all of their Named Subcontractors with the Total Cost Proposal Form.

The Department of Construction Services reserves the right to request any additional or supplemental information necessary to complete its evaluation of a D-B Proposer's qualification.

This document is used to provide information relating to the principal construction entities that will be engaged by the Proposer to implement this project if selected by the State. This is not a request for pre-qualification information. This information is intended to assist in determining general qualification of the Proposers.

1. Indicate exactly the name by which this organization is known:**Name:** _____**2. How many years has this organization been in business under its present business name?****Years:** _____**3. How many years has this organization been in business as a Subcontractor?****Years:** _____

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

4.1 _____

4.2 _____

4.3 _____

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

5.1 _____

5.2 _____

5.3 _____

6. This firm is a:

Corporation:

Partnership:

Sole Proprietorship:

Joint Venture:

Other: _____

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

8. List all sub-trades which your firm customarily performs with own employees.

8.1 _____

8.2 _____

8.3 _____

8.4 _____

8.5 _____

State of CT D.C.P. License or
Registration Number: _____

Trade: _____

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

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

10.1 Specific Title & Location:

10.2 Contract Amount:

10.3 Description of your scope of work performed:

10.4 Owner:

10.5 General Contractor:

10.6 Designer:

10.7 Start Date:

10.8 Finish Date:

*10.9 Any Quality or Management Complaint:

10.10 Owners Representative:

_____ (Name)

_____ Telephone Number

10.11 G.C. Representative:

_____ (Name)

_____ Telephone Number

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

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

11.1	Specific Title & Location:	<hr/>	
11.2	Contract Amount:	<hr/>	
11.3	Description of your scope of work performed:	<hr/>	
11.4	Owner:	<hr/>	
11.5	General Contractor:	<hr/>	
11.6	Designer:	<hr/>	
11.7	Start Date:	<hr/>	
11.8	Finish Date:	<hr/>	
*11.9	Any Quality or Management Complaint:	<hr/>	
11.10	Owners Representative:	<hr/> <i>(Name)</i>	<hr/> <i>Telephone Number</i>
11.11	G.C. Representative:	<hr/> <i>(Name)</i>	<hr/> <i>Telephone Number</i>

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

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

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

13.1 Attached:

13.2 N/A:

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

14.1

14.2

14.3

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

15.1

15.2

15.3

16. Attach a copy of your CT DAS Prequalification that corresponds to the "Classification" of work listed on the Subsection 10.0, Named Subcontractors of Section 00 42 53 Total Cost Proposal Form D-B for this project. All Named Subcontractor CT DAS Prequalification's must have been obtained "prior" to the submittal due date for this Proposal.

Dated at _____

Signed this _____ day of _____, 20 _____

Name of Organization: _____

Signature: _____

(Print Name): _____

Title: _____

Notary Statement:

Mr./Mrs./Ms. _____ being duly sworn

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

_____, and that the answers to the foregoing
(Firm Name)

questions and all statements therein contained are true and correct.

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

Notary Public _____

My Commission Expires _____, 20 _____

END

Section 00 45 17.1

Named Subcontractor's Qualification Questionnaire D-B

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 50 00
Contracting Forms And Supplements D-B**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 52 23
Design-Build Agreement**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

Design-Build Agreement *(Template)*

Between
State of Connecticut
Department of Construction Services

Division of Design and Construction
Fourth Floor, 165 Capitol Avenue
Hartford, Connecticut 06106

And

(Insert Design-Builder's Name)

For

(Insert Project Title)

(Insert City/Town,) **Connecticut**

Project No.: *(Insert DCS Project Number)* – **DB**
Agreement No.: *(Insert D-B Agreement Number)*
(Insert Month/ Day /Year)

AGREEMENT made as of the _____ day of _____ in the year of _____

BETWEEN the State of Connecticut, acting herein by Donald J. DeFronzo, its Acting Commissioner of the Department of Construction Services (the "Owner" or "Commissioner"), duly authorized, pursuant to Section 4b-24(4) of the Connecticut General Statutes, as revised.

and the Design-Builder:

This Agreement pertains to services to be performed in connection with the design and construction and related improvements as described herein of the following Project:

In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Owner and Design-Builder agree as set forth below.

TABLE OF ARTICLES

- 1 **DEFINITIONS AND INTERPRETATIONS**
 - 2 **DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION , AND ACCEPTANCE OF THE WORK**
 - 3 **CONTRACT PRICE**
 - 4 **CHANGES IN THE WORK**
 - 5 **PAYMENTS TO DESIGN-BUILDER**
 - 6 **DESIGN-BUILDER'S RESPONSIBILITIES**
 - 7 **OWNER'S RESPONSIBILITIES**
 - 8 **CONTRACTORS AND SUBCONTRACTORS**
 - 9 **INDEMNITY AND INSURANCE**
 - 10 **TERMINATION**
 - 11 **DISPUTES**
 - 12 **ASSIGNMENT AND AMENDMENT**
 - 13 **MISCELLANEOUS PROVISIONS**
 - 14 **NOTICES**
-

TABLE OF APPENDIXES TO THIS AGREEMENT *(Template Examples)*

A. *Project Schedule*.....

B. *Design-Builder’s Proposal*

C. *Refinement Documents*

D. *Designation of Project Manager*.....

E. *Certificate of Compliance, Certificate of Substantial Completion, and Certificate of Acceptance*

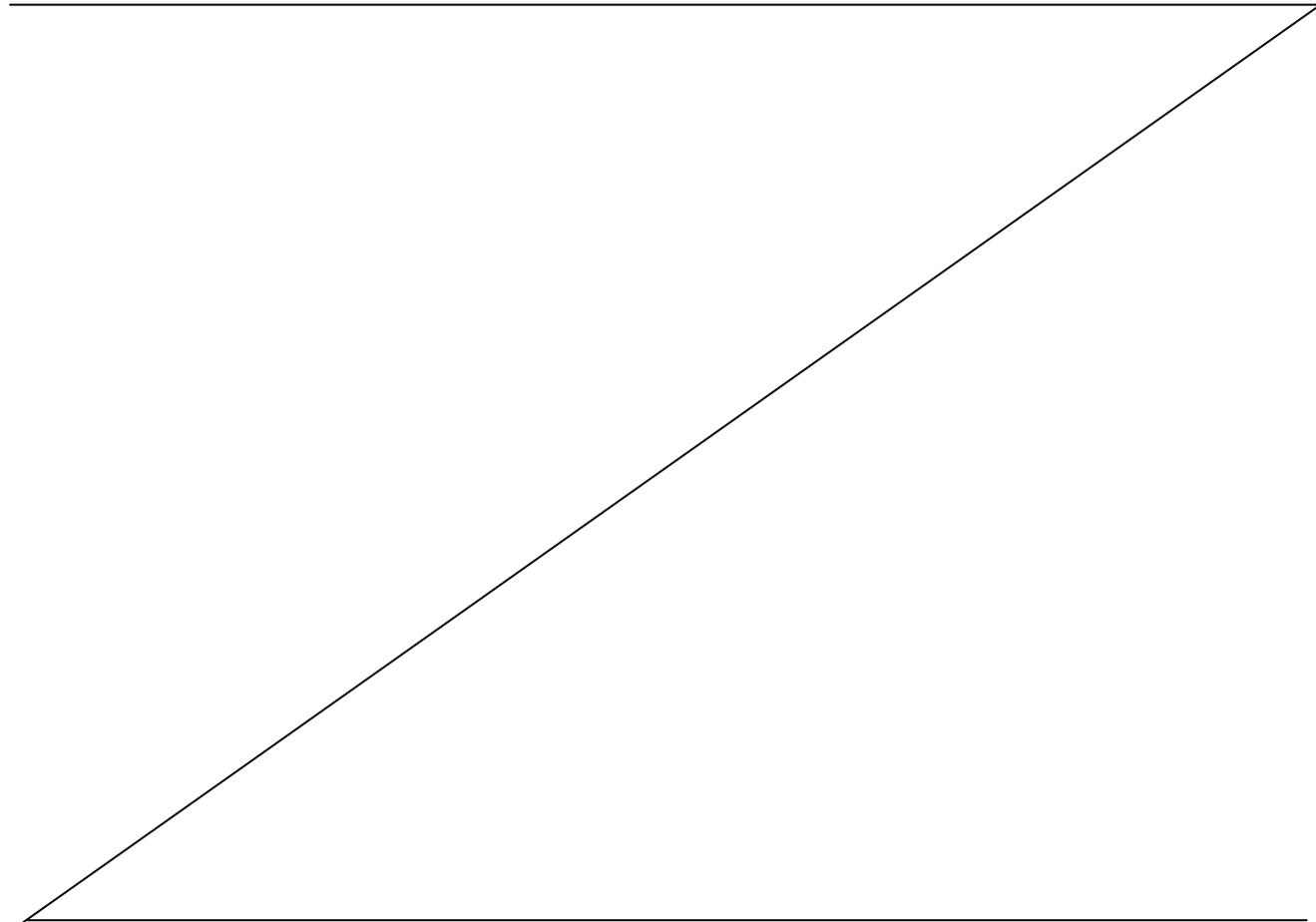
F. *Preliminary Schedule of Values*

G. *Nondiscrimination and Affirmative Action Provisions, Executive Orders, Sexual Harassment Policy, Summary of State Ethics Laws, and Large State Government Contracts,*.....

H. *Notice Addresses*.....

I. *State Election Enforcement Commission Notice (Form 11)*

J. *Assignment of Copyright*.....



ARTICLE 1 DEFINITIONS AND INTERPRETATIONS**1.1 Definitions**

- 1.1.1** For purposes of this Agreement, the following words and terms shall have the meanings set forth below:
- 1.1.2** **Acceptance** means the full and final completion of all Work in accordance with the Contract Documents, including all punchlist items, to the satisfaction of the Owner, except as may be set forth in a Certificate of Acceptance.
- 1.1.3** **Acceptance Date** means the date on which the Design Builder achieves Acceptance. The Owner shall notify the Design-Builder in writing pursuant to Section 2.9 that Acceptance has been accomplished.
- 1.1.4** **Addendum** means a document issued by the Owner that modifies or clarifies the RFP.
- 1.1.5** **Agreement Amendment** is defined in Section 4.1 hereof.
- 1.1.6** **Applicable Laws** means any applicable or relevant federal, state, or local statutes, laws, codes, regulations, ordinances, orders, determinations, requirements, rules or rulings, including any Environmental Laws, and any judicial or administrative interpretations, orders or decrees with respect thereto.
- 1.1.7** **Business Day** means a Calendar Day other than Saturdays, Sundays and days designated as Connecticut state holidays on which banks in Connecticut are permitted to be closed.
- 1.1.8** **Calendar Day** means each day of the calendar.
- 1.1.9** **Certificate of Acceptance** means the certificate issued by the Owner pursuant to Section 2.9 in the form specified in Appendix E.
- 1.1.10** **Certificate of Compliance** means the certificate issued by the Design-Builder's Design Professional pursuant to Section 6.2 in the form specified in Appendix E.
- 1.1.11** **Certificate of Substantial Completion** means the certificate issued by the Owner pursuant to the provisions of Section 2.5 in the form specified in Appendix E.
- 1.1.12** **Clarification** means an interpretation of the Contract Documents that may result in minor changes to the Work not involving an adjustment to the Contract Price or the Project Schedule and not inconsistent with the intent of the Contract Documents, provided the Clarification is documented and approved in writing by both the Owner and Design-Builder.
- 1.1.13** **Construction Administrator** means a Person, under contract with or employed by the Owner. The Construction Administrator may be the Project Manager or assistant project manager, or an independent architect, consulting architect, consulting professional engineer or any other designee as authorized and identified by the Owner. The Construction Administrator does not have the authority to bind or otherwise make decisions for the Owner, as such authority is reserved to the Project Manager and the Owner.
- 1.1.14** **Construction Documents** means the architectural and engineering documents setting forth the complete design for the Project prepared by the Design Professional. Construction Documents include, but are not limited to, the Specifications, the Drawings and all modifications thereto. Construction Documents shall include all items appropriate or necessary for the proper execution and completion of the Work to the Owner's satisfaction. The Construction Documents shall describe the quality of construction materials, assemblies, and other information deemed necessary to adequately describe the Owner's requirements. The Construction Documents shall be prepared and sealed by the Design Professional as required by the State of Connecticut General Statutes.
- 1.1.15** **Contractor** means (i) a Person, other than a Design Professional, under direct contract with the Design-Builder responsible for performing the construction phase of the Work under this Agreement, or (ii) the Design-Builder where the Design-Builder is also the Person performing the construction phase of the Work.

- 1.1.16 Contract Documents** means this Agreement, including the appendices attached hereto; the Request for Qualifications; the Request for Proposals; any Addenda to the RFP; the Design-Builder's Proposal; all of the Refinement Documents; all Addenda; all Clarifications; and all Agreement Amendments.
- 1.1.17 Contract Price** is defined in Section 3.1.
- 1.1.18 Critical Path** means the sequence of all critical tasks that have a significant impact on the completion of the Work.
- 1.1.19 Design-Builder** is defined in the first paragraph of this Agreement.
- 1.1.20 Design-Builder's Proposal** means the written Proposal and Drawings as described in Appendix B submitted by Design-Builder in response to the Request for Proposals.
- 1.1.21 Design Professional** means a Connecticut licensed design professional, employed or contracted by the Design-Builder, who is responsible for all architectural, engineering and other design services to be performed in connection with the Project.
- 1.1.22 Drawings** means that part of the Contract Documents and Construction Documents prepared by the Design Professional that graphically show the scope, extent, and character of the Work to be performed by Design-Builder.
- 1.1.23 Environmental Laws** means any federal or state statute, law, code, rule, regulation, order, permit, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any Regulated Substance, hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq.; the Emergency Planning and Right To Know Act, 42 U.S.C. § 11101 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; the Lead-Based Paint Exposure Reduction Act, 15 U.S.C. § 2681 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. § 2701 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Solid Waste Disposal Act (including the Resource Conservation and Recovery Act) 42 U.S.C. § 6901 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 9601 et seq.; Clean Air Act, 42 U.S.C. § 7401 et seq.; the Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the River and Harbors Act of 1899, 33 U.S.C. § 401 et seq.; and all rules and regulations of the U.S. Environmental Protection Agency (EPA) and the Connecticut Department of Environmental Protection and the Connecticut Department of Health, including Titles 19 and 22a of the Connecticut General Statutes, or any other state, federal, or local department, board, or agency, or any other agency or governmental board or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.
- 1.1.24 Force Majeure** means any event which renders impossible, prevents, substantially or materially interrupts or delays the performance of an obligation of a party to this Agreement, if such event is beyond the reasonable control of such party and which, by the exercise of due diligence, such party would be unable to overcome, including: strikes, lockouts, sit-downs, material or labor restrictions by any governmental agency, shortages of material or labor, unusual transportation delays, riots, floods, explosions, earthquakes, fire, acts of the public enemy, wars, insurrections, terrorism, changes in Applicable Law, and the commencement and continued pendency of legal proceedings not brought by any party to this Agreement or any affiliate thereof and not based on any event or circumstance which constitutes a breach or default by such party of any obligations, covenants or agreements under this Agreement or which is otherwise within the reasonable control of such party, which legal proceedings restrain or enjoin the performance by such party of such obligation.
- 1.1.25 General Conditions** mean the Owner's General Conditions as set forth in RFP Volume I.

- 1.1.26 Hazardous Material** means any and all materials, chemicals, or other substances defined as hazardous, hazardous waste, Regulated Substances or toxic waste, or otherwise regulated or controlled pursuant to any of the Environmental Laws.
- 1.1.27 Owner** is defined in the first paragraph of this Agreement.
- 1.1.28 Person** means any natural person, corporation, partnership, limited liability company, association, trust, other business entity or governmental unit.
- 1.1.29 Project** means the design and construction of the new _____ at _____, _____, Connecticut, pursuant to this Agreement, including the appendices hereto, as described in the Contract Documents.
- 1.1.30 Project Manager** means the individual, as identified in Appendix D, or such individual successor, employed by the Owner and designated and authorized by the Commissioner, to represent the Owner for the purposes of this Agreement.
- 1.1.31 Project Schedule** means the schedule for the completion of the design and construction of the Work, indicating proposed activity sequences and durations, milestone dates, and the dates of Substantial Completion and Acceptance. The Project Schedule shall be developed in accordance with Section 2.4 and is attached hereto as Appendix A.
- 1.1.32 Refinement Documents** means meeting notes, drawings, sketches and other documentation developed and approved by the Owner and Design-Builder to clarify and refine Design-Builder's Proposal, all of which are now or shall hereafter be included or described in Appendix C.
- 1.1.33 Regulated Substances** means any (a) chemical, substance, material, or waste that is designated, classified, or regulated as "hazardous waste," "hazardous material," "hazardous substance," "Connecticut regulated waste," "toxic substance," "radioactive material," "lead based paint or lead containing materials," or words of similar import, under any applicable Environmental Law; (b) petroleum, petroleum hydrocarbons, petroleum products, petroleum substances, crude oil, and components, fractions, derivatives, or by-products thereof; (c) asbestos or asbestos-containing material (regardless of whether in a friable or non-friable condition) or polychlorinated biphenyls; and (d) any substance that, whether by its nature or its use, is subject to regulation under any applicable Environmental Law then in effect or for which a governmental entity requires remedial action at the property or any areas emanating there from.
- 1.1.34 Representatives** means a Person's affiliates, and its or their directors, members, managers, partners, officers, employees, agents, consultants and advisors, provided that the Design-Builder shall not constitute a Representative of the Owner.
- 1.1.35 Request for Proposal or "RFP"** means the Request for Proposals, issued by the Owner, dated _____, with respect to the Project and any Addenda thereto.
- 1.1.36 Request for Qualifications or RFQ** means the Request for Qualifications issued by the Owner, dated _____, with respect to the Project.
- 1.1.37 Schedule of Values** means a document furnished by the Design-Builder to the Owner stating the portions of the Contract Price allocated to the various portions of the Work, which is to be used for reviewing the Design-Builder's applications for payment.
- 1.1.38 Site** means lands or areas being furnished by the Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto.
- 1.1.39 Specifications** means that part of the Contract Documents approved by the Owner consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
- 1.1.40 Subcontractor** means any Person performing a portion of the Work or supplying materials or equipment for the Work pursuant to a direct contract with the Contractor.

- 1.1.41 **Substantial Completion** is defined in Section 2.5 hereof.
- 1.1.42 **Substantial Completion Date** is defined in Section 2.3 hereof.
- 1.1.43 **Threshold Limit Building** means new structures or additions as defined in Section 29-276b, of the Connecticut General Statutes, as revised.
- 1.1.44 **Work** means the design, construction and other services required by the Contract Documents, and including all labor, materials, equipment, documentation and services provided or to be provided by the Design-Builder to fulfill the Design-Builder's obligations to design and construct the Project.

1.2 Interpretations

- 1.2.1 References to a "Section", "Sections", "Article", or "Articles" herein refer to this Agreement unless otherwise stated.
- 1.2.2 Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.
- 1.2.3 Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or index of schedules and exhibits appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- 1.2.4 Words such as "hereunder", "hereto", "hereof" and "herein" and other words of similar import shall, unless the context requires otherwise, refer to the whole of this Agreement and not to any particular article, section, subsection, paragraph or clause hereof.
- 1.2.5 A reference to "including" means including without limiting the generality of any description proceeding such term.
- 1.2.6 Any reference to any statute, law or regulation includes all statutes, laws or regulations amending, consolidating or replacing the same from time to time, and a reference to a law or statute includes all regulations, codes or other rules issued or otherwise applicable under such law or statute unless otherwise expressly provided in such law or statute or in this Agreement. This rule of interpretation shall be applicable in all cases notwithstanding that in some cases specific references in this Agreement render the application of this rule unnecessary.
- 1.2.7 In determining the "reasonableness" of the granting or denial of any approval, consent, waiver, acceptance, or concurrence of any party hereto, the Owner shall be entitled to consider matters of public policy, as well as business and financial considerations.
- 1.2.8 All notices to be given hereunder shall be given in writing (whether or not so specified in a particular provision of this Agreement) within a reasonable time unless otherwise specifically provided.
- 1.2.9 Whenever any calculation or valuation may be made for any purposes hereunder and the method or manner of such calculation or valuation is not provided for in this Agreement, it shall be done in accordance with generally accepted accounting principles consistently applied or in such other manner as may be mutually agreed by the parties, unless otherwise required by Applicable Laws.
- 1.2.10 Each Exhibit, Appendix, and any other document referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein.

ARTICLE 2 DATE OF COMMENCEMENT, SUBSTANTIAL COMPLETION ,AND ACCEPTANCE OF THE WORK

- 2.1 Date of Commencement** – The Date of Commencement of the Contract Time shall be (1) [fill in here] or (2) shall be as specified in a written Notice to Proceed issued to the Design-Builder by the Owner.
- 2.2 Contract Time** - The Contract Time shall be measured in Calendar Days from the Date of Commencement.
- 2.3 Substantial Completion Date** - The Design-Builder shall (1) attain Substantial Completion of the Work not later than [fill in date here] or (2) attain Substantial Completion of the Work not later than [] Calendar Days from the Date of Commencement.
- 2.4 Completion**
- 2.4.1** The Work to be performed under this Agreement shall be carried out by the Owner and the Design-Builder in accordance with the Project Schedule, and the Work shall be performed in accordance with the terms and conditions of this Agreement. TIME IS OF THE ESSENCE with respect to the obligations of Design-Builder hereunder.
- 2.4.2** Substantial Completion shall be accomplished no later than the Substantial Completion Date set forth above in Section 2.3. The Project Schedule, as it may be revised from time to time, shall be deemed to be a part of this Agreement, as if fully set forth herein. The Project Schedule shall be prepared and updated by Design-Builder, subject to the approval of the Owner. The Project Schedule shall set forth a detailed precedence-style, critical-path method format that (1) incorporates all critical dates for Substantial Completion; (2) provides a graphic representation of all significant activities and events that will occur during performance of the Work; (3) identifies each phase of design, construction, and occupancy; and (4) sets forth dates that are critical for ensuring the timely and orderly completion of the Work, in accordance with the requirements of this Agreement and Contract Documents and Construction Documents (hereinafter referred to as "Milestone Dates"). Milestones Dates must be clearly indicated and sequentially organized to identify the Critical Path. Design-Builder shall monitor the progress of the Work for conformance with the requirements of the Project Schedule, including, without limitation, specifically noting whether or not Milestone Dates are being met, and shall promptly advise the Owner of any delays or potential delays. The Project Schedule shall be updated monthly to reflect actual conditions versus the original Project Schedule (sometimes hereinafter referred to as "progress reports"), or on a more frequent basis if requested by the Owner. The Project Schedule shall be in Primavera Systems, Inc., Format, P3, as approved by the Owner (or such other format as the Owner shall request). An updated Project Schedule shall be submitted with each application for payment. No payment will be released until any revisions to the Project Schedule are reviewed and approved by the Owner in writing.
- 2.5 Substantial Completion.** "Substantial Completion" of the Project occurs when the progress of the Work is complete so that the Owner can occupy or utilize the Project for its intended use; when the following requirements have been satisfied, and the Owner issues a Certificate of Substantial Completion:
- 2.5.1** A certificate (or certificates) of occupancy or, at the sole discretion of the Owner, a temporary certificate (or certificates) of occupancy for all, or an Owner designated portion, of the Work has been issued by the appropriate governmental authority;
- 2.5.2** All required training programs are complete, and all maintenance agreements and final certificates are in effect;
- 2.5.3** All warranties, guarantees and bonds are in effect;
- 2.5.4** All lien waivers have been submitted for all Work completed and to be paid; and
- 2.5.5** A punch list has been established and approved by the Owner;

2.5.6 Submission of the Certificate of Compliance, Part 2, by Design-Builder, which certificate Design-Builder shall have prepared and delivered to the Owner, shall constitute a certification by Design-Builder that all Work has been performed in accordance with this Agreement, the Contract Documents, the Construction Documents and all Applicable Laws, and that all statements contained in the Certificate of Compliance are true and correct as of the date it is delivered to the Owner. Design-Builder shall give to the Owner at least a thirty (30) day advance notice of the submission of a Certificate of Compliance. The Owner shall be entitled to conclusively rely on the accuracy of the statements and information set forth in the Certificate of Compliance and provided therewith. See Section 6.2.14, **Certificate of Compliance**, for more information related to the Certificate of Compliance.

2.5.7 Upon Substantial Completion, the Owner shall indicate its general acceptance of the Work by dating and signing the Certificate of Substantial Completion in the form attached hereto as Appendix E.

2.6 Delay

If Design-Builder wishes an extension of the number of Calendar Days to attain Substantial Completion it shall give the Owner written notice within fourteen (14) Calendar Days of when the Design-Builder becomes aware or should have become aware of the act or occurrence which caused the delay. Such request shall be granted only by means of an Agreement Amendment and only in cases where either:

- 2.6.1** Force Majeure exists that warrants a change in the established Substantial Completion Date;
- 2.6.2** the Owner has failed to perform its obligations pursuant to Article 7, Owner's Responsibilities, Section 7.1, and such failure warrants a change in the established Substantial Completion Date, or
- 2.6.3** the Owner modifies the scope of Work or the number of Calendar days to attain Substantial Completion by an Agreement Amendment.
- 2.6.4** In the event the Work is delayed by Force Majeure, the performance of such Work, in the discretion of the Owner, may be excused for the period of the delay caused by such Force Majeure, and, with the written approval of the Owner, established Substantial Completion Date may be extended accordingly on a day for day basis. Each of the Design-Builder and the Owner shall promptly notify the other in writing if such party believes that such an event of Force Majeure has occurred, and again when such party believes such event has ceased. Any change in the Project Schedule shall be at no cost to the Owner and not subject the Owner to a delay claim.

2.7 Liquidated Damages – Substantial Completion:

If the Design-Builder shall fail to achieve Substantial Completion of the Work by the Substantial Completion Date, and such delay is not otherwise excused under this Agreement, then the Design-Builder does hereby agree, as a part consideration for the awarding of this Agreement, to

pay to the Owner, as liquidated damages and not as a penalty, the sum of _____ Dollars (**\$ _____**) per day for each Calendar Day beyond the Substantial Completion Date that the Design-Builder fails to achieve Substantial Completion. The parties to this Agreement acknowledge and agree that the actual damages that are to be expected as a result of the neglect, failure, or refusal of the Design-Builder to substantially complete the Project by the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Agreement do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this Section is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for liquidated damages in this Agreement, or in pursuing any relief pursuant to such provision:

- 2.7.1** the parties do not intend to set a price for the privilege not to perform;
- 2.7.2** the availability of liquidated damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and
- 2.7.3** the remedies available to the Owner under this Agreement are cumulative and not exclusive.

2.8 Liquidated Damages – Post Substantial Completion:

If the Design-Builder shall fail to complete all of the Work required for Acceptance of the Work within ninety (90) Calendars Days of the actual Substantial Completion Date then the Design-Builder does hereby agree, as a part consideration for the awarding of this Agreement, to pay to the Owner, as liquidated damages and not as a penalty, the sum of _____ Dollars (\$ _____) per day for each Calendar Day beyond the ninety (90) Calendars Days of the actual Substantial Completion Date until the Design Builder achieves Acceptance. The parties to this Agreement acknowledge and agree that the actual damages that are to be expected as a result of the failure of the Design-Builder to complete all of the Work required for Acceptance of the Work within ninety (90) Calendars Days of the actual Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Agreement do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this Section is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for liquidated damages in this Agreement, or in pursuing any relief pursuant to such provision:

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

2.9 Acceptance of the Work:

Acceptance of the Work occurs when the Owner issues a Certificate of Acceptance to the Design-Builder in accordance with the requirements of Section 4-61(b)(2), Connecticut General Statutes as revised.

- 2.9.1 **Certificate of Acceptance:** The Certificate of Acceptance shall designate the Owner's and Design-Builder's responsibilities for completion of all incomplete Work, if any incomplete work remains, as required by the Agreement.
- 2.9.2 **Incomplete Work:** In those instances where the Design-Builder has failed to complete all of the Work required by this Agreement and all referenced documents, the State reserves the option to complete all or part of the incomplete Work as designated in the Certificate of Acceptance. The issuance of a Certificate of Acceptance is not a determination, or acknowledgement, or acceptance by the State of Connecticut of the following:
 - 2.9.2.1 Incomplete Work as required by this Agreement;
 - 2.9.2.2 Workmanship, warranty requirements or quality of the Work as required by this Agreement.
- 2.9.3 **Responsibility of Design-Builder** – Prior to Acceptance, the Design-Builder shall provide to the Owner evidence that (i) the Work has been performed as required by the Contract Documents; (ii) the conditions to payment specified in Article 5 of this Agreement and the RFP are satisfied and, in particular, that all payrolls, materials, bills and other indebtedness of Design-Builder and any Contractor, Subcontractor and Design Professional relating to the Project have been paid or otherwise satisfied; (iii) all appropriate lien waivers have been obtained; and (iv) any notice of lien previously filed has been discharged and released on the land records. At Acceptance, any interest of Design-Builder or any other Person in the Work will be transferred to the Owner free and clear of all liens, encumbrances, conditions, restrictions and claims. At Acceptance, and before final payment, which when added to all previous progress payments will equal the contract Price, Design-Builder will provide or cause to be provided all warranties, guarantees, bonds, and documents necessary to convey to the Owner any interest of Design-Builder or any other Person in the Work.
- 2.9.4 **Notification** – At Design-Builder's request and upon satisfaction of the conditions specified in Section 2.9, the Owner shall notify Design-Builder of Acceptance.

ARTICLE 3 CONTRACT PRICE

- 3.1 The "Contract Price" is _____ **Dollars and No Cents.**
(\$ _____) and represents the price to be paid by the Owner to the Design- Builder for the Project on a total cost basis when complete and accepted by the Owner. The Contract Price shall be paid in accordance with Article 5, PAYMENTS TO DESIGN-BUILDER. Changes in the Contract Price may only be increased or decreased by an Agreement Amendment. The Contract Price includes the costs, fees, and expenses of the Project and the performance by Design-Builder of all of its duties and obligations pursuant to this Agreement with respect to the Project.
- 3.2 **Allocation of Risks Included**
Except as otherwise expressly provided in this Agreement, the Contract Price takes into account all risks whatsoever relating to the Project, surface and subsurface conditions including but not limited to, soil, utility conflicts, design, architectural, engineering, demolition, construction, and delay risks.
- 3.3 **Delay.** The Design-Builder shall not be entitled to an increase in the Contract Price for delay due to Owner ordered modifications or any other circumstances for the period of time between the Design-Builder's earlier completion of the Work and the Substantial Completion Date. Excluded costs include, but are not limited to, delay claims for extended home or field office costs and supervisory and management costs incurred in the performance of the Work. Early completion of the Work shall not merit additional compensation. The Design-Builder acknowledges that the Contract Price includes and anticipates any and all delays, whether avoidable or unavoidable, from orders which may issue from any court, governmental agency or Force Majeure, and that such delays shall not, under any circumstances, be construed as compensable delays. No damages for delay or time extensions will be granted, even if Owner approvals deviate from the Project Schedule.

ARTICLE 4 CHANGES IN THE WORK

- 4.1 **Agreement Amendments**
Any changes in the Terms and Conditions of this Agreement or in the Work resulting in an adjustment in the Contract Price or Substantial Completion Date shall be memorialized in an Agreement Amendment. Each Agreement Amendment shall specify any change in the Contract Price, Project Schedule or Substantial Completion Date and will not be effective until execution by the Owner and Design-Builder, and approved by the State Properties Review Board and the Office of the Attorney General in writing.
 - 4.1.1 Each Agreement Amendment shall specify any change in the following:
 - 4.1.1.1 a change in the Work;
 - 4.1.1.2 the amount of the adjustment, if any, in the Contract Price;
 - 4.1.1.3 the extent of the adjustment, if any, in the Contract Time.
- 4.2 **Agreement Amendment Required.**
Except for Clarifications, or as may be otherwise expressly provided in this Agreement, neither the Design-Builder nor the Owner will make any changes to the Project or with respect to the Work except under an executed Agreement Amendment.
- 4.3 **Payment.**
Any changes in the Contract Price resulting from an Agreement Amendment shall be adjusted upon submittal of an Application For Payment by the Design-Builder in the manner prescribed under Article 5.

ARTICLE 5 PAYMENTS TO DESIGN-BUILDER

5.1 Payments

5.1.1 The Owner will make progress payments to Design-Builder in accordance with the General Conditions. Retainage, as defined in the RFP, will be calculated at ten percent (10%) of the cost of the Work as set forth in each Application for Payment. Retainage will be released and paid to Design-Builder by the Owner upon satisfaction of the requirements for final payment stated in the RFP. The cost of the Design Professional's services and the cost of permits and approvals will not be subject to Retainage. The Design-Builder shall be required to separately account on each Application for Payment the fee of the Design Professional with the percentage of completion for the phase of design being invoiced at that time.

5.1.2 Notwithstanding any provisions in this Agreement to the contrary, the Owner shall have the sole discretion to reduce the Retainage from ten percent (10%) to five percent (5%). The decision of the Owner to reduce the Retainage percentage will be based upon, but shall not be limited to, the following:

5.1.2.1 The Design-Builder's timely submission of an appropriate and complete Project Schedule and Schedule of Values in compliance with this Agreement. Attached hereto as Appendix F is a Preliminary Schedule of Values that will be revised as set forth in the General Conditions.

5.1.2.2 The Design-Builder's timely and proper submission of all submissions required by the Contract Documents including, but not limited to, shop drawings, material certificates and material samples and the prompt resolution of the Owner's comments on the submitted material.

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

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

5.1.2.5 The progress of the Work is consistent with the Project Schedule.

5.2 Title to Work. Prior to Acceptance, title to the Work shall pass to the Owner upon acceptance of the Work and payment having been made to Design-Builder in accordance with Sections 5.1 and 5.4 of this Agreement. At Acceptance, title to the balance of the Work shall pass to the Owner in accordance with this Agreement.

5.3 Lien Waivers. Lien waiver certificates, in a form and substance satisfactory to the Owner, shall be submitted by Design-Builder with all progress payment requests certifying that the Project is free and clear of all liens and any other encumbrance for all Work completed to the extent of payments received by Design-Builder to date. Final Lien waivers shall be provided by Design-Builder at Acceptance in a form and substance satisfactory to enable the title insurance company providing the policy of title insurance for the Project to issue appropriate endorsements that, upon completion of the Project by Design-Builder and acceptance and occupancy of the Project by the Owner, the property is free and clear of all vendors, mechanics', laborers', material men's, or other similar liens based on furnishing materials or labor to the Project. If, as a result of any Work, the Project or any part thereof shall become subject to any such vendors', mechanics', laborers', material men's, or other similar liens, Design-Builder shall cause the same to be discharged and released on the land records at its sole cost and expense prior to Substantial Completion, or if such a lien is not filed until after Substantial Completion, then within seven (7) Calendar Days after Design-Builder becomes aware of the lien(s). If a Contractor or Subcontractor refuses to furnish a release or lien waiver required by the Owner, the Design-Builder 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 Design-Builder shall discharge such lien promptly upon demand of the Owner. If Design-Builder shall fail to discharge such lien within thirty (30) days of such demand, the Owner may take steps as are necessary or appropriate to discharge such lien and Design-Builder shall immediately upon demand pay to the Owner all money that the Owner is compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

5.4 Acceptance and Review of Work

- 5.4.1** Design-Builder shall submit to the Owner the documents set forth in the General Conditions as a condition for receiving any progress payments.
- 5.4.2** Notwithstanding any other provision in this Agreement, the Owner may, at any time and from time to time, deliver notice to the Design-Builder rejecting any portion or all of the Work performed or caused to be performed by the Design-Builder and not in accordance with the requirements of the Contract Documents and General Conditions.
- 5.4.3** Design-Builder shall promptly correct Work rejected by the Owner, whether or not fabricated, installed, or completed in accordance with the requirements of the Contract Documents and / or General Conditions. Design-Builder shall bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for any additional architectural design and/or engineering services and expenses made necessary thereby. Similarly, Design-Builder shall bear the cost of correcting destroyed or damaged Work caused by Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

ARTICLE 6 DESIGN-BUILDER'S RESPONSIBILITIES

6.1 General Representations and Warranties of Design-Builder

- 6.1.1** The Design-Builder represents and warrants that it is an independent contractor, competent, knowledgeable, and familiar with the type of work contemplated by this Agreement. The Design-Builder agrees and understands that neither it nor any of its Representatives may act in the name of the Owner except and unless specifically authorized in writing by the Owner to do so. The Design-Builder further represents and warrants that it accepts a fiduciary role and responsibility with respect to the Owner and that it owes the Owner the duties of good faith, trust, confidence, and candor. The Design-Builder will, to its best abilities, act in the best interests of the Owner in accomplishing the timely completion of the Work. The Design-Builder shall furnish project management, design, and construction administration and construction services and use the Design-Builder's best efforts to perform the Project in an expeditious manner consistent with the interests of the Owner.
- 6.1.2** Design-Builder represents and warrants that it has, as a part of its business organization or in its employ or under contract, the following:
 - 6.1.2.1** project management staff with the professional competency and skills to provide administrative, cost control, budget control, and scheduling services for the Project;
 - 6.1.2.2** Design Professionals with the professional experience, learning, skill, ability and competency as is ordinarily possessed by other members of its profession, including all required licenses and registrations in the State of Connecticut to design the Project and provide all design related services; and
 - 6.1.2.3** Contractors with the competency, skills and all required licenses in the State of Connecticut to construct the Project in accordance with the Contract Documents and Construction Documents.
- 6.1.3** Design-Builder represents, acknowledges, and warrants good and marketable title to and ownership of all the Work, whether incorporated in the Project or held in storage on or off the Site, and that immediately upon any part of the Work being completed and paid for in accordance with this Agreement, such title shall vest in the Owner.
- 6.1.4** Design-Builder represents and warrants that it has taken such steps as it has deemed necessary to ascertain the nature and location of the Project and the general and local conditions that affect the Project or the cost thereof, and has examined the Site, and the obstacles that may be encountered and all other conditions having a bearing upon the performance of the Project.

- 6.1.5** Design-Builder represents, warrants and covenants as follows:
- 6.1.5.1** it is an entity duly organized and validly existing under the laws of the state of its organization with full power and authority to conduct its business as presently conducted and as contemplated by this Agreement, and to enter into and perform its obligations under this Agreement;
 - 6.1.5.2** neither the organizational documents of Design-Builder or any Applicable Laws in any way prohibit, limit or otherwise affect the right or power of Design-Builder to enter into and perform all of the terms and conditions of this Agreement and the Contract Documents and to consummate the transactions contemplated thereby, and Design-Builder is not a party to or bound by any material contract, agreement, indenture, trust agreement, note, obligation or other instrument which would prohibit or limit the same. No consent, authorization or approval of, or other action by, and no notice to or filing with any governmental agency or other person is required for the proper execution, delivery and performance by Design-Builder of this Agreement or any of the Contract Documents or the consummation of any of the transactions contemplated thereby, except for such approvals as have already been obtained;
 - 6.1.5.3** the execution and delivery of this Agreement by Design-Builder has been duly and validly authorized by all necessary action. This Agreement is a legal, valid and binding obligation of Design-Builder, enforceable against Design-Builder in accordance with its terms; and
 - 6.1.5.4** Design-Builder shall maintain financial resources, including contributed or accumulated capital, sufficient to meet its obligations, including its obligations under this Agreement, as the same become due.

6.2 General Duties

- 6.2.1** Unless otherwise provided in the Contract Documents, the Design-Builder shall provide and pay for all professional services, labor, materials, equipment, transportation, construction, resources, work, and services necessary or incidental to completing the Work in a proper and timely manner in accordance with the Contract Documents and Applicable Laws.
- 6.2.2** The Design-Builder shall supervise and direct the Work using diligent skill and attention. The Design-Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures.
- 6.2.3** The Design-Builder shall at all times enforce strict discipline and good order among its Contractors, Subcontractors and Design Professional performing the Work, and shall not employ or permit the employment of unfit persons or persons not skilled in the task assigned to them.
- 6.2.4** Where work is required within a specially secured controlled access environment, work shall be performed by personnel who have passed a security screening.
- 6.2.5** The Design-Builder is responsible to the Owner for the acts and omissions of the Design Professional, the Contractor, Subcontractors, and their respective Representatives and for any other of its own Representatives and other Persons under its control and direction.
- 6.2.6** Design-Builder shall not use or occupy the Project or the property where the Project is located contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto, or in any manner that would cause the value or the usefulness of the Project to be diminished or would cause a public nuisance or waste or contamination of the site.

- 6.2.7** Design-Builder agrees for itself and shall require each of its Contractors, Subcontractors and Design Professional to maintain complete accounting records and controls (including detailed support for all cost allocations), on an “open book basis” whereby, during normal business hours, the Owner, the Project Manager, the Owner’s independent auditor, the Comptroller of the State of Connecticut and the Auditors of Public Accounts can review, copy, verify and audit all records and other financial data relating to the Project and the allocation of costs and expenses between the parties, or for any proper purpose, including verification of performance pursuant to this Agreement and the other Contract Documents, and compliance with Applicable Laws. Arrangements shall be made for access to and providing of all such records and data stored in electronic form. Without limiting the immediately preceding sentence, Design-Builder shall maintain and make available to the Auditors of Public Accounts all books and records required in order for the Auditors of Public Accounts to perform the duties and functions assigned to the Auditors of Public Accounts pursuant to Chapter 23 of the Connecticut General Statutes. Design-Builder shall preserve all such records for a period of not less than seven (7) years after the final payment of the Contract Price due hereunder or longer if required by Applicable Law.
- 6.2.8** The Design-Builder, promptly and in accordance with time limits set by the Owner, shall answer the Construction Administrator’s and the Project Manager’s questions and provide the Construction Administrator and the Project Manager with the requested Project information.
- 6.2.9** The Design-Builder shall advise and assist the Owner with the preparation of all applications for permits or utilities or other matters necessary for the construction and operation of the Project and which matters are the responsibility of the Owner pursuant to the RFP. See Volume #1, Section 00 24 19.1 Project Information as set forth in the RFP for additional detail for this Project.
- 6.2.10** The Design-Builder shall provide to the Project Manager a list of contractors, and vendors whose services may be required in the purchasing of materials and services for the Work.
- 6.2.11** The Design-Builder shall work with the Project Manager to develop a procedure for the submission of the design documents prepared by the Design Professional for the review of the Owner. See Volume #1, Section 00 24 19.1 Project Information and Section 01 00 00.1 General Requirements as set forth in the RFP for additional detail for this Project.
- 6.2.12** Design-Builder acknowledges and represents that it has received and completely reviewed the RFP, any Addenda, Refinement Documents, Applicable Laws and other requirements of the Owner with respect to the Project and any modifications thereto as agreed to by the Owner and Design Builder in writing and that all Work shall be performed in accordance with the Applicable Laws.
- 6.2.13** The Design-Builder shall submit for review by the Owner a Project Schedule within sixty (60) days after the date of this Agreement, utilizing a full-featured software package in a form satisfactory to the Construction Administrator and the Owner, showing milestone dates for receipt and approval of pertinent information relative to design, dates of design coordination meetings, preparation and processing of shop drawings and samples, and delivery of materials or equipment requiring long lead-time procurement, the Owner’s occupancy requirements showing portions of the Project having occupancy priority, and the dates of Substantial Completion and Acceptance. It should also include the dates for commencement of the Work, including the coordination of mechanical, plumbing, and electrical disciplines, as well as coordination of the various subdivisions of the Work within the Contract Documents. Milestones must be clearly indicated and sequentially organized to identify the Critical Path. The Design-Builder shall provide the Construction Administrator and the Project Manager with monthly updates of the Project Schedule indicating complete activities and any changes in sequencing or activity durations, including Clarifications, provided that in no event shall the Substantial Completion Date be extended except as expressly provided herein.

6.2.14 Certificate of Compliance

6.2.14.1 For Threshold Limit Buildings, the Design-Builder shall complete and submit PART 1 of the Certificate of Compliance with the tracings and masters to the Owner and certify that the documents have been designed in accordance with the current and applicable building and fire safety codes. Prior to occupancy of the building, the Design-Builder shall complete and submit PART 2 of the Certificate of Compliance to the Owner. The Commissioner of the Department of Construction Services is not required to sign the Certificate of Compliance for buildings that equal or exceed the threshold limit as defined in Section 29-276b of the Connecticut General Statutes.

6.2.14.2 For Non-Threshold Limit Buildings, the Design-Builder shall complete and submit PART 1 of the Certificate of Compliance with the tracings and masters to the Owner and certify that the documents have been designed in accordance with the building, the Design-Builder shall complete and submit PART 2 of the Certificate of Compliance to the Project Manager.

6.3 Design Responsibilities

6.3.1 Design-Builder shall furnish all the design, architectural and engineering services, surveying services, and permitting including, but not limited to, testing, subsurface borings, and geo-technical data, necessary to prepare and furnish Drawings and Specifications required to complete the Work. The Design-Builder has examined the Site and has determined that the Site meets all requirements for development of the Project including, but not limited to, those related to public utilities such as electric, telephone, storm, sewer, water, etc.; and has concluded that there will be no claims for Site conditions above and below grade level.

6.3.2 Design-Builder shall provide the design of the Project, taking into account the needs and objectives of the Owner as set forth in this Agreement. In the event that peer review is required, the Design-Builder is responsible for insuring the coordination of the design with the Owner. Design-Builder shall provide the necessary Construction Documents as required for the Project in accordance with all Applicable Laws.

6.3.3 The Owner shall review and approve or take other appropriate action upon the Design-Builder's submittals, including but not limited to design development documents and Construction Documents, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Owner's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Design-Builder, but in any event the Owner shall have no less than fourteen (14) business days for each such review. The Owner's review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Design-Builder as required by the Contract Documents.

6.3.4 Upon review of the Design Development documents, Construction documents, or other submittals required by the Contract Documents, the Owner shall take one of the following actions:

6.3.4.1 Determine that the documents or submittals are in conformance with the Contract Documents and approve them.

6.3.4.2 If the documents or submittals are in conformity with the Contract Documents, the Owner shall have the ability to provide Owner's comments on the schematic and design development submittals. These comments shall be incorporated into the Construction Documents without any change to the contract price or schedule. The Owner's comments shall not increase the Gross Square Feet area of the facility nor change the level of the finishes. The Design-Builder must notify the Project Manager in writing of any Owner comments that the Design-Builder considers to be outside of the scope of work within two weeks after receiving the Owner comments.

- 6.3.4.3** Determine that the documents or submittals are not in conformity with the Contract Documents and reject them.
- 6.3.4.4** Determine that the documents or submittals are not in conformity with the Contract Documents but accept them and request changes in the documents or submittals, without additional compensation or Contract Time for the Design-Builder, which shall be implemented by an Agreement Amendment.
- 6.3.5** Approval by the Owner shall not relieve Design-Builder of responsibility for any error, inconsistency, defect or omission in the design, Drawings or Specifications for the Project, including those relating to the Americans with Disabilities Act. If such error, inconsistency, defect or omission is discovered, Design-Builder shall revise all appropriate Drawings, Specifications, and other design documents to correct such error, inconsistency, defect or omission and immediately upon becoming so aware, shall change, alter, and modify the Project accordingly, all with no time extension and at no cost to the Owner. The Owner shall have no obligation to investigate for the purpose of becoming aware of any such error, inconsistency, defect or omission.
- 6.3.6** The Design-Builder shall integrate the design time into the Project Schedule. The Design-Builder shall monitor the Design Professional's compliance with the Project Schedule and shall coordinate and expedite the flow of information between the Owner, the Design Professional, and the Construction Administrator. The Design-Builder shall be responsible to the Owner for ensuring that the Construction Documents prepared by the Design Professional are consistent with all Project needs and requirements, including as to constructability, scheduling, time of construction, clarity, consistency, cost, and coordination of documentation.
- 6.3.7** It is the responsibility of the Design-Builder to provide Construction Documents that conform to applicable building codes, zoning codes, laws, regulations and generally accepted construction industry standards. The Design Professional shall affix its signature, date, and seal to the Construction Documents in accordance with the requirements of the State of Connecticut. The Design Professional shall insert the following statement on the cover sheet of the Drawings.
- To the best of my knowledge, information and belief, the plans, specifications and addenda comply with the applicable building codes.*
- 6.3.8** The Design-Builder warrants to the Owner that its design is provided for the Project consistent with sound design principles commonly used by design professionals under similar circumstances, and the resulting design is constructible by a qualified contractor using appropriate construction methods.
- 6.4 Construction Responsibilities**
- 6.4.1** Except as may otherwise be provided in the Contract Documents for those responsibilities set forth in Article 7 Owners Responsibilities hereof, which the Owner has agreed to undertake, the Design-Builder shall execute all Work and assume all responsibilities in regard to the construction of the Project and performance of the Work including, without limitation, (i) obtaining and paying for all utility services, utility charges and sewer charges required for construction of the Project; (ii) obtaining and paying for all necessary authorizations, permits, and approvals required for construction and occupancy of the Project including, without limitation, all Certificates of Occupancy and the Certificate of Substantial Completion ; (iii) satisfying all quality control, testing and inspections, record keeping, and reporting requirements; (iv) preparing, maintaining, and furnishing all Construction Documents and Clarifications; and (v) making available appropriate Representatives to attend regular progress meetings with the Owner, the Contract Administrator and other Persons identified by the Owner. Design-Builder shall also assume all incidental and related responsibilities applicable to the foregoing which may not be specifically enumerated in the Contract Documents.

- 6.4.2** Design-Builder, using its best skill and attention, will provide or cause to be provided all construction, construction supervision, inspection, labor, materials (including spare parts), tools (including any special tools that may be necessary and appropriate to complete the Project), construction equipment and subcontracted items necessary for the execution and completion of the Project and the Work in accordance with the provisions of this Agreement, the Contract Documents, and all Applicable Laws. Subject to the terms of this Agreement, Design-Builder shall be solely responsible for and shall have sole control over the means and methods of design and construction, including techniques, sequences, and procedures for coordinating all portions of the Work.
- 6.4.3** Unless otherwise specified in writing by Owner, all materials shall be new, and both workmanship and materials shall be of good quality. The Design-Builder shall, if required, furnish satisfactory evidence as to the kind and quality of materials and work.
- 6.4.4** The Design-Builder shall maintain during the progress of the Work a competent project executive and any necessary assistants, all satisfactory to the Owner. The project executive shall not be changed except with the consent of the Owner unless the project executive proves to be unsatisfactory to the Design-Builder or otherwise ceases to be in its employ. The project executive represents the Design-Builder and all directions given to the project executive shall be as binding as if given to the Design-Builder. If the Design-Builder terminates the project executive or, if the Design-Builder, for any reason, engages a project executive different from the one originally assigned to the Project, Design-Builder must ensure that the replacement project executive has equivalent or better qualifications and experience as the original project executive. Furthermore, the Design-Builder must obtain the Owner's prior written approval before engaging a permanent replacement project executive.
- 6.4.5** Design-Builder shall require Contractors, Subcontractors and Design Professionals and suppliers to employ and assign to the Work, at all times, sufficient staff and personnel to perform their services in a skilled, professional, and satisfactory manner so as not to delay the progress of the Work.
- 6.4.6** The Design-Builder shall schedule and conduct regular meetings, or as requested by the Owner, with the Owner, Construction Administrator, and appropriate Contractors, Subcontractors and Design Professional, for the purpose of discussing the progress of the design, status and progress of the Work, and other matters of coordination. The Design-Builder shall: (i) schedule regular biweekly (unless requested more frequently by the Owner) design and construction coordination meetings with all appropriate parties, including the Owner; and (ii) promptly issue reports and minutes of all such meetings in a format acceptable to the Owner, including therein a list of the action items, responsible parties, and action dates to maintain schedules.
- 6.4.7** Design-Builder shall submit written progress reports monthly to the Owner and the Construction Administrator, including information on the percentage of completion; and maintain a daily log, approved as to form and type of entries by the Construction Administrator, which log shall be accessible to the Owner for inspection and copying at all times during normal business hours.
- 6.4.8** The Design-Builder shall be responsible for coordinating all portions of the Work under this Contract. Design-Builder shall be responsible for construction means, methods, techniques, sequences, and procedures, as well as for safety precautions and programs in connection with the Work. Design-Builder shall perform the foregoing activities in compliance with the Contract Documents. Design-Builder shall coordinate and develop for Contractors and Subcontractors procedures for (i) preparation, review, and processing of Clarifications; (ii) reviewing requests for changes by the Owner, Contractors or Subcontractors; (iii) submitting recommendations to the Owner and the Construction Administrator with respect to proposed Clarifications; and (iv) implementing Clarifications as approved by the Owner.
- 6.4.9** In constructing the Project, Design-Builder shall provide all facilities and shall follow all procedures required by the Occupational Safety and Health Act ("OSHA") including, but not limited to, providing and posting all required posters and notices, and shall otherwise be responsible for compliance with all other mandatory safety laws, regulations and rules.

- 6.4.10** Design-Builder shall achieve Substantial Completion of the Project not later than the Substantial Completion Date and shall achieve Acceptance not later than the Acceptance Date set forth in the Project Schedule.
- 6.4.11** If at any time during construction of the Project, Design-Builder discovers any Hazardous Materials not previously described in the Contract Documents in, at, on, or under the Site, Design-Builder shall in no way move, disturb, or remediate the Hazardous Materials. Instead, Design-Builder shall immediately notify the Owner of the presence of the Hazardous Materials. The Owner, at its option, may test, remove, or remediate the condition. Design-Builder shall do and perform all things that are necessary or appropriate to facilitate the remediation, if any, of the Hazardous Materials by the Owner or any of its Representatives. If as a result of following the procedures in this subsection there is a delay on the Critical Path of the Project Schedule as determined by the Owner, then Design-Builder may, in the discretion of the Owner, receive an appropriate extension of time in the Project Schedule to accommodate the delay.
- 6.4.12** To ensure the proper execution of the Work, the Design-Builder shall monitor Work already in place and shall at once report to the Owner and the Construction Administrator any material discrepancy between the executed Work and the Drawings or Specifications.
- 6.4.13** Prior to Acceptance of the Work and Final Application for Payment, Design-Builder will pay all applicable costs and expenses, if any, relating to the Work and all costs relating to the performance of its responsibilities pursuant to all of the terms and conditions of this Agreement and the Contract Documents including, without limitation, all fees, assessments and other charges payable as a condition to obtaining utilities, permits and approvals.
- 6.4.14** Wages paid by Design-Builder, Contractor or Subcontractors shall be in accordance with the provisions of Section 31-53 of the Connecticut General Statutes, as amended, which provides in part, the following:
- 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 this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such 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 payday.
- 6.4.15** Except as otherwise expressly provided in this Agreement, Design-Builder assumes all design, architectural, engineering and construction delay and other risks relating to the Project in accordance with this Agreement.
- 6.4.16** The Owner, the Construction Administrator, and any other Person designated by the Owner shall at all times have access to the Site.
- 6.4.17** On or before the execution of this Agreement, Design-Builder shall submit an executed payment and performance bond in the amount of 100% of the Contract Price, such bond to be provided by a surety approved by the Owner and in a form acceptable to the Owner. The bonds shall name the Owner as obligee.
- 6.4.18** Design-Builder will be responsible for the initial start-up and all testing required to provide complete and operational utilities, equipment, and systems, and to coordinate start-up and testing schedules in order to accommodate the Owner personnel who may want to observe. Design-Builder shall cause to create and implement a training program for the Owner Representatives responsible for the ongoing operations of the facility. Such program will include, but not be limited to, instruction in the operation and maintenance of the electrical, mechanical, plumbing, HVAC, conveyance, security, life safety and other systems. Such program will be completed prior to submission of a Certificate of Substantial Completion by Design-Builder to the Owner.

- 6.4.19 Prior to Acceptance, Design-Builder shall provide to the Owner, or cause to be provided, Construction Documents, photographic documentation of all systems installations, including, but not limited to, electrical, mechanical, fire suppression, and plumbing systems, and "As Built" drawings certified as complete, accurate, and current by the Design Professional, on diskettes, in a CADD system file format approved by the Owner. Design-Builder shall assign, convey or otherwise transfer, or cause the assignment, conveyance or transfer of the right, title, ownership, and interest in and to said "As Built" drawings to the Owner at Acceptance.
- 6.4.20 An A-2 Property Survey and a T-2 Topographic Survey of the Site, prepared and certified by a licensed land surveyor in the State of Connecticut shall be delivered to the Owner no later than the Acceptance Date.

6.5 Design-Builder Warranties.

- 6.5.1 Design-Builder warrants to the Owner that the Project, including all materials and equipment, will be designed and constructed in a good and workmanlike fashion and in accordance with the terms and conditions of this Agreement and the Contract Documents, and that the Project, including all materials and equipment, will be free of any defects, including, without limitation, design, architectural, structural, or mechanical defects for a period of twenty-four (24) months from the Substantial Completion Date, unless otherwise provided in this Agreement, including, but not limited to the RFP. The warranties provided in this Agreement shall be limited as to duration as provided herein, or in the General Conditions or in the General Requirements, or to such longer period as provided by material and equipment manufacturers or as may be required by Applicable Laws. Without limiting any other remedies that may be available to the Owner in the event of any breach of any such warranties, Design-Builder promptly after receipt of notice from the Owner, and immediately in the event of an emergency, shall repair, replace, or correct all Work performed under this Agreement by Design-Builder, or any Contractor or Subcontractor that proves to be defective in design, engineering, architecture, material, or workmanship, or otherwise not in compliance with Contract Documents.
- 6.5.2 Warranties called for by this Agreement shall commence upon Substantial Completion of the Project. Design-Builder's obligations under this Section shall survive termination or expiration of the Agreement and shall be in force for the periods prescribed above. Upon Substantial Completion Date, Design-Builder will obtain, collect and deliver to the Owner all written warranties, guarantees, equipment, operating and maintenance manuals, specifications, and other such data in its possession relating to the Project and required by the Contract Documents. All warranties and guarantees relating to the Project from manufacturers and suppliers of mechanical and other equipment located in the Project shall be made out to the Owner or shall be assigned to the Owner upon Substantial Completion.

ARTICLE 7 OWNER'S RESPONSIBILITIES

- 7.1 The Owner shall timely perform all obligations assigned to it in accordance with Project Schedule consistent with applicable statutory requirements.
- 7.2 In accordance with the Contract Documents, the Owner shall timely submit, review, or approve such other items as may occur or be required in the course of the Work, to avoid delays in the commencement, continuance, or completion of the Work.
- 7.3 The Owner shall pay its pro rata share of charges for utilities incurred by reason of the Owner occupying any portion of the Project prior to Substantial Completion and after receipt of a temporary Certificate of Occupancy allowing such occupancy. If these utilities are not separately metered, Design-Builder and the Owner shall equitably adjust all such utility bills so that Design-Builder and the Owner each pay their fair share of each bill.
- 7.4 If the Owner has actual knowledge of any fault or defect in the Project or nonconformance with the Construction Documents, it shall give written notice and a reasonable opportunity to cure the condition to Design-Builder prior to declaring a default in performance by Design-Builder; provided, however, that any failure by the Owner to do so shall not relieve Design-Builder from any of its obligations pursuant to this Agreement.

ARTICLE 8 CONTRACTORS AND SUBCONTRACTORS

8.1 Contracts Required

All portions of the Work that the Design-Builder is to perform pursuant to this Agreement that Design-Builder does not perform with its own forces shall be performed under contracts with Contractors or Subcontractors, and all materials and equipment not supplied directly by Design-Builder shall be supplied under contracts with Contractors or Subcontractors.

8.2 Privity.

No contractual relationship shall exist by reason of this Agreement between the Owner and any Contractor, Subcontractor and Design Professional. Design-Builder shall have sole responsibility for the management of Contractors, Subcontractors and Design Professional and suppliers to them in the performance of the Work. Any communication the Owner desires to direct to a Contractor or Subcontractor shall be directed through Design-Builder who shall deliver all such communications with reasonable promptness. Notwithstanding the above, the Owner shall not be prohibited from communicating directly with a Contractor, Subcontractor, or Design Professional with whom the Owner is in privity of contract with on other projects.

8.3 Subcontracts Assignable.

All subcontracts shall by their terms be assignable to the Owner and its successors and assigns if the Design-Builder is in breach of this Agreement, and shall contain such terms as are required under the Contract Documents and be subject to the terms of this Agreement. The Design-Builder shall assign any or all of these subcontracts to the Owner, at the Owner's sole option, upon the Owner's request after termination of this Agreement pursuant to Article 10 Termination.

ARTICLE 9 INDEMNITY AND INSURANCE

9.1 Indemnity

Design-Builder shall indemnify, defend and hold harmless the Owner and its officers, employees and agents and legal representatives, successors and assigns from and against all

9.1.1 actions, suits, claims, investigations, or legal or administrative or arbitration proceedings pending or threatened, whether at law, in equity or otherwise, in any forum (collectively, "Claims") arising directly or indirectly from or in connection with this Agreement including, but not limited to, acts of commission, omission, or misconduct (collectively, the "Acts") by Design-Builder or any of their respective Representatives (collectively, "Design-Builder's Parties");

9.1.2 liabilities arising under this Agreement directly or indirectly out of Design-Builder's or Design-Builder Parties' acts concerning its or their duties and obligations as set forth in this Agreement; and

9.1.3 damages, losses, costs and expenses, including, but not limited to, attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damage; provided that Design-Builder shall not be responsible for indemnifying or holding the Owner harmless from any claims or liabilities arising solely out of the grossly negligent acts or omissions, or willful misconduct, of the Owner.

9.1.4 Nothing contained in this Section 9.1, Indemnity shall reduce, avoid, or eliminate Design-Builder's warranty obligations under this Agreement or Applicable Law.

9.1.5 The terms of this Section 9.1, Indemnity shall survive Acceptance of the Work and/or termination of this Agreement indefinitely.

9.2 Design-Builder's Insurance

9.2.1 The Design-Builder shall not commence the Work until it has obtained insurance as stated below and such insurance has been approved by the Owner. The Design-Builder shall not allow any Contractor or Subcontractor to start Work until the same insurance has been obtained by the Contractor or Subcontractor and approved by the Owner, or, in the alternative, the Design-Builder's insurance provides coverage on behalf of the Contractor or Subcontractor. Notwithstanding the above, the Subcontractors shall not be required to provide Owner's and Contractor's Protective Liability insurance, Builder's Risk Insurance, and Inland Marine/Transit Insurance. The Design/Builder shall send Certificates of Insurance to the Department of Construction Services, Legal Unit, Room 437, 165 Capitol Avenue, Hartford, CT 06106, unless otherwise directed in writing. Presented below is a narrative summary of the insurance coverage required.

9.2.1.1 Workers' Compensation And Employer's Liability:

Workers' Compensation And Employer's Liability as required by Connecticut State statutes 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 waters of the U.S., the Design-Builder shall include an endorsement for U.S. Longshore and Harbor Workers' Compensation Act insurance coverage. (33 USC 901 et. seq.)

9.2.1.2 Commercial General Liability:

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 subsidence (X-C-U) and for asbestos abatement when applicable to this D-B Agreement must also be included when applicable to the Work to be performed. Products and completed operations insurance shall be maintained for a period of three (3) years after Substantial Completion. The State of Connecticut shall be named as an additional insured, including for both ongoing and completed operations. This coverage shall be provided on a primary basis.

9.2.1.3 Owner's And Contractor's Protective Liability:

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.

9.2.1.4 Automobile Liability:

The operation of all motor vehicles including those owned, non-owned, and hired or used in connection with the Project shall be covered by motor vehicle 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 Design-Builder not own any automobiles, the automobile and liability requirement shall be construed to allow the Design-Builder to maintain only hired and non-owned liability.

9.2.1.5 Builder's Risk Insurance with Respect to the Work:

The Design-Builder shall maintain comprehensive builder's risk (completed value, but in no event less than the Contract Price) insurance providing coverage for the entire Work at the Project Site, including all fixtures, machinery and equipment, any heating, cooling and electrical systems

constituting a permanent part of the building and shall also cover portions of Work located away from the Site but intended for use at the Site and shall also cover portions of Work in transit. Coverage shall be written in a completed value amount not less than the Contract Price on a replacement cost basis without optional deductibles and shall cover compensation for architect's and contractor's services and expenses required as a result of an insured loss and the policy shall state that it is for the benefit of and payable to the State of Connecticut. Such coverage shall insure against any and all casualty or property loss or damage with respect to the Project on an all risk perils basis, including coverage against fire, extended coverage, vandalism, collapse, windstorm, malicious mischief and special extended perils as contained in customary all risk policies, including but not limited to earthquake or flood.

9.2.1.6 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 Design-Builder shall maintain Inland Marine/Transit insurance provided the coverage is not afforded by a Builder's Risk policy.

9.2.1.6.1 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.

9.2.1.7 Professional Services Liability Insurance:

The Design-Builder shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with policy coverage equal to the greater of;

9.2.1.7.1 \$2,000,000.00 or;

.2.1.7.2 Ten percent (10%) of the Contract Price for negligence and errors and omissions. If any claims are paid against such professional services liability insurance policy, the Design-Builder shall agree to purchase additional insurance in order to maintain the minimum coverage required herein. The insurance shall remain in effect during the entire duration of the Agreement and for eight (8) years after Acceptance of the Project. For policies written on a "Claims Made" basis, the Design-Builder shall maintain a retroactive date prior to or equal to the effective date of the Agreement.

9.2.1.7.3 The Design-Builder shall contractually require its Design Professional to maintain professional liability insurance in the amount of \$2,000,000 minimum coverage for negligence and errors and omissions. If any claims are paid against such professional services liability insurance policy, the Design-Builder shall cause its Design Professional to agree to purchase additional insurance in order to maintain the minimum coverage required herein. The insurance shall remain in effect during the entire duration of the Agreement and for eight (8) years after Acceptance of the Project. For policies written on a "Claims Made" basis, the Design-Builder shall cause its Design Professional to maintain a retroactive date prior to or equal to the effective date of the Agreement

9.2.1.7.4 The Design-Builder shall cause its Design Professional to contractually require any structural engineering firm it hires to maintain professional liability insurance in the amount of \$1,000,000 minimum coverage for negligence and errors and omissions and with the same provisions indicated above.

- 9.2.1.7.5** The Design-Builder and the Design Professional's policies shall provide that it shall provide coverage to indemnify and save harmless the State and its officers, agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the work performed by the Design-Builder and the Design Professional under the terms of the Agreement.
- 9.2.1.8 Contractor's Pollution Liability:**
Contractor's Pollution Liability coverage for personal injury, property damage and clean up costs arising from pollution conditions by the operations and activities of the Design-Builder with limits of \$1,000,000.00. Coverage shall be on an occurrence basis. Coverage shall include contractual liability coverage for claims arising out of liability of Contractors and Subcontractors, transporting, loading and unloading, completed operations, and non-owned disposal site coverage.
- 9.2.1.9 Umbrella Liability Insurance,**
Umbrella Liability Insurance, including a drop down provision covering any exhausted underlying aggregate limits, in the amount of \$10,000,000.00 combined single limit each occurrence in excess of the coverages described in 9.2.1.1 Worker Compensation and Employer's Liability, 9.2.1.2 Commercial General Liability, and 9.2.1.4 Automobile Liability above. The State of Connecticut shall be named as an additional insured.
- 9.2.2** If necessary, the Design-Builder may satisfy the minimum limits required above for Commercial General Liability, Automobile Liability, or 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 liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella 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 liability policy, unless the Umbrella liability policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis.
- 9.2.3** Each insurance policy required to be maintained by the Design-Builder except Workers' Compensation, Employer's Liability, Professional Liability, Owners And Contractors Protective Liability, and Automobile Liability shall endorse the State of Connecticut as an additional insured (loss payee for builder's risk insurance). Additional insured endorsements or loss payee endorsements, as applicable, shall provide coverage on a primary basis.
- 9.2.4** The Design-Builder shall, at its sole cost and expense, maintain in full force and effect at all times during the term of the Agreement, insurance coverage as described herein. Insurance certificates shall include a minimum thirty (30) day notice requirement to the Owner prior to any cancellation or non-renewal.
- 9.2.5** The Design-Builder 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.

- 9.2.6** The requirement contained herein as to types and limits of insurance coverage to be maintained by the Design-Builder are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Design-Builder.
- 9.2.7** If any Design-Builder Policy containing the coverage and other terms set forth herein is not available on a reasonable basis, the Design-Builder shall in lieu thereof keep and maintain in full force and affect such policy as is then available on a reasonable basis that most nearly approximates the terms described above. The Design-Builder shall promptly notify the Owner in writing if any of the required insurance is unavailable on a reasonable basis and shall include in such notice the terms and limits of the substitute policies obtained. The Design-Builder shall not obtain or maintain separate insurance coverage specifically related to the Project that is concurrent in form, or contributing in the form of loss, to the coverage required by this Agreement unless the Owner is named in such concurrent or other coverage as an additional insured and loss payee in the same manner as required by this Agreement for the Design-Builder Policy. The Design-Builder agrees that its insurer will not seek contribution from other insurance available to the Owner.
- 9.2.8** Each Design-Builder Policy shall be with companies that are nationally recognized and that have a policyholder's rating of at least A-, VII, as listed at the time of issuance by A. M. Best Insurance Reports, or such other rating as the Design-Builder and the Owner may mutually agree, and are licensed to issue such insurance in Connecticut. Each Design-Builder Policy shall provide that it may not be canceled, terminated, reduced, or materially changed unless at least thirty (30) Calendar Days advance notice thereof has been provided to the Owner, except in the case of cancellation or termination due to a lapse for nonpayment, in which case only ten (10) Calendar Days advance notice shall be required. Each Design-Builder Policy shall include waivers of;
- 9.2.8.1** all rights of subrogation against the Owner and;
- 9.2.8.2** any recourse against any parties other than the Design-Builder for payment of any premiums or assessments under such policy. Each Design-Builder Policy covering third-party liability shall contain a cross-liability endorsement or a severability of interest endorsement providing that coverage, to the maximum amount of the policy, shall be available despite any suit between the insured and any additional insured under such policy. Each Design-Builder Policy shall provide that it may not be invalidated by any act, omission, or negligence of the Owner. The Design-Builder Policies shall not in the aggregate have deductibles or self insured retentions in excess of \$250,000 per occurrence.
- 9.2.9** Each Design-Builder Policy obtained in accordance with 9.2.1.5 Builder's Risk Insurance above shall be on a completed value form including boiler and machinery coverage, with course of construction business interruption insurance in such amount as may be reasonably determined by the Design-Builder, and shall contain an endorsement providing that, in the case of loss, if the Project costs more to restore due to changes in Applicable Laws, then such increased costs shall be insured. This insurance shall include the Owner as **loss payee**. Design-Builder agrees to reconstruct, at the request of the Owner, any portion of the Project that is damaged or destroyed. Each such Design-Builder Policy maintained shall name the Owner as loss payee. Nothing herein is intended to release the Design-Builder from its liability to the Owner pursuant to this Agreement notwithstanding any such insurance coverage.
- 9.2.10** Commercial General Liability insurance shall include premises-operations (including explosion, collapse and underground subsidence (XCU)), elevators, independent contractors, completed operations and blanket contractual liability on all written contracts. Each such Design-Builder Policy maintained in accordance with 9.2.1.6 Inland Marine/Transit Insurance, and 9.2.1.8 Contractor's Pollution Liability Insurance above shall name the Owner as an additional insured, as its interest may appear. Each such policy shall include broad form property damage coverage.

- 9.2.11 The Design-Builder shall deliver, or cause to be delivered, to the Owner certificates of insurance and any other documentation reasonably requested by the Owner evidencing the existence of the Design-Builder Policies, such delivery to be made at least fourteen (14) Calendar Days prior to the Commencement of Work. Within fourteen (14) Calendar Days after the issuance of any additional policies or amendments or supplements to any of the Design-Builder Policies, the Design-Builder shall deliver revised certificates of insurance reflecting any such addition, amendment, or supplement. With respect to any Design-Builder Policy that expires by its terms prior to the date on which Acceptance of the Work occurs, the Design-Builder shall deliver certificates of insurance and any other documentation reasonably requested by the Owner evidencing the existence of a renewal or replacement of any Design-Builder Policy, such delivery to be made at least thirty (30) Calendar Days prior to the expiration of such Design-Builder Policy.
- 9.2.12 If the Owner finds it necessary to access a portion or portions of the Project prior to Substantial Completion for the purpose of installing and testing equipment, the Owner shall give Design-Builder ten (10) Calendar Days notice of when and where such installations and testing are to occur. Design-Builder shall use reasonable efforts to arrange for the insurance company or companies providing the property insurance to consent to such access by endorsement to the policy or policies. No insurance shall be canceled or lapsed on account of the Owner's access to the Project.
- 9.2.13 Except as otherwise expressly provided in this Agreement, all insurance coverage required pursuant to this Article 9, shall be obtained, and maintained by Design-Builder at Design-Builder's sole cost and expense.
- 9.2.14 The Owner does not represent that the insurance coverage specified above, whether in scope of coverage or amounts of coverage, are or will be adequate to protect Design-Builder with respect to the risks it is assuming pursuant to this Agreement, and Design-Builder shall be solely responsible for any deficiencies thereof, such that Design-Builder shall replace all or any part of the Work regardless of any deficiency in coverage.
- 9.2.15 Whenever a surety bond is required in connection with a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building for work by the state or a municipality, that is estimated to cost more than five hundred thousand dollars and is paid for, in whole or in part, with state funds, the surety contract between the contractor named as principal in the bond and the surety that issues such bond shall contain the following provision: **“In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut General Statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract”**.

ARTICLE 10 TERMINATION

10.1 Owner's Right to Terminate Agreement

- 10.1.1 Notwithstanding any provision or language in the Agreement, the Owner shall have the sole authority to terminate this Agreement if it finds that such termination is in the best interests of the Owner, or in the interest of public necessity, convenience, or safety as determined by the Owner, in its sole discretion. Any such termination shall be effected by delivery to the Design-Builder of a written Notice of Termination specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination shall be effective. In the event of such termination, the Design-Builder may be entitled to reasonable compensation as determined by the Owner, however, no claim for lost overhead or profit shall be allowed.

- 10.1.2** Without limiting Owner's rights under Section 10.1.1., if Design-Builder fails to observe or perform any material agreement or covenant of this Agreement or any other Contract Document, and if such failure continues for more than fifteen (15) Calendar Days after notice of such failure from the Owner, or if any proceeding is instituted against Design-Builder seeking to adjudicate Design-Builder as bankrupt or insolvent, and such proceeding is not dismissed within ninety (90) Calendar Days of such filing, or if Design-Builder declares itself bankrupt or files for bankruptcy protection, or if Design-Builder makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of Design-Builder, or if Design-Builder files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts, or if there is a material adverse change in the financial condition or operations of the business or prospects of Design-Builder that substantially affects Design-Builder's ability to perform the Work in accordance with the Project Schedule, then the Owner may, without prejudice to any other right or remedy the Owner may have, terminate this Agreement. Such termination shall be effective by delivery to the Design-Builder of a written Notice of Termination specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination shall be effective.
- 10.1.3** If the Design-Builder is a sole proprietor and the Design-Builder should die during the term of this Agreement, this Agreement shall be considered terminated. In the event of such termination, the Design-Builder's estate may be entitled to reasonable compensation for any uncompensated Work performed prior to the date of death, and the Owner shall have title to, and shall have the right to immediate use and possession of all finished and unfinished documents prepared under this Agreement. The Owner shall determine the amount of such compensation.
- 10.1.4** Termination of this Agreement shall not relieve the Design-Builder or its surety of their responsibilities for the completed Work, nor shall it relieve the Design-Builder's surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of the Work.
- 10.1.5** In the event of termination, materials obtained by the Design-Builder for the Work that have been inspected, tested as required, and accepted by the Owner, and that are not incorporated into the Work, may, at the option of the Owner, be purchased from the Design-Builder 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 Owner, as shown by actual cost records.
- 10.1.6** In the event of any such termination pursuant to subsection 10.1.1 or 10.1.2:
- 10.1.6.1** Design-Builder upon the effective date of termination, shall:
- .1** immediately discontinue all further Work, or part thereof, as directed by the Owner, on the Project;
 - .2** immediately quit the Project;
 - .3** immediately quit the Site, or such part thereof, as directed by the Owner, leaving all plant, materials, equipment, tools (except personal tools), and supplies to be incorporated in the Work;
 - .4** provide the Owner with a final accounting for the Project as of the date of termination; and
 - .5** provide the Owner the right to inspect and copy all Project records of Design-Builder and the Design Professional;
- 10.1.6.2** The Owner may have the Work completed in accordance with the Contract Documents by such means and in such manner as it may deem to be advisable, utilizing for such purpose, without additional cost to the Owner, such of Design-Builder's plant, materials, equipment, tools (except personal tools), and supplies remaining on the Site or stored off the Site, and also in accordance with Article 10, those Contractors and Subcontractors as it may deem to be advisable;

- 10.1.6.3 Solely for a termination pursuant to Section 10.1.2, Design-Builder shall be liable to the Owner for 100% of the amount thereafter expended by the Owner and reasonably required to complete the Project, to the extent such amount exceeds the balance of the Contract Price unpaid as of the date of such termination, and this obligation for payment shall survive the termination of this Agreement. This expense, together with any damages due hereunder for delays caused by Design-Builder, may be set-off and deducted from monies due or to become due to Design-Builder under this Agreement or any part hereof. If such expense is more than the sum of the Contract Price, Design-Builder shall pay the amount of such deficiency to the Owner;
- 10.1.6.4 **NOT USED**
- 10.1.6.5 At the Owner’s discretion, Design-Builder shall assign to the Owner and any replacement design builder all subcontracts and purchase orders, deliver to the Owner all Contract Documents and Construction Documents including, but not limited to, plans, Drawings, Specifications, other design information pertaining to the Project, submittals, invoices, and all other documents necessary to complete the Project, and remove from the Site, at Design-Builder’s sole cost, all such equipment, waste material, and rubbish as may be requested by the Owner.
- 10.1.7 Nothing in this Article 10 shall limit the remedies available to the Owner at law, in equity or otherwise if Design-Builder defaults on its obligations under this Agreement or any other Contract Document.

ARTICLE 11 DISPUTES

- 11.1 **Mediation**
The Owner and Design-Builder may agree to submit any unresolved claims, controversies, or disputes arising out of or pertaining to this Agreement to a non-binding mediation. The place of mediation shall be Hartford, Connecticut.
- 11.2 **Continued Performance**
Unless otherwise agreed to in writing, the Owner and Design-Builder shall continue with performance of their respective duties under the Agreement pending completion of any mediation proceeding or proceeding set forth in Section 11.3.
- 11.3 **Action Against The Owner**
Except as otherwise provided in Section 11.1, any claim or dispute under this Agreement or breach thereof shall be settled in accordance with the provisions of Section 4-61, of the Connecticut General Statutes, as revised. Any proceeding pursuant to Section 4-61, of the Connecticut General Statutes, as revised, shall be conducted in Hartford, Connecticut, unless otherwise agreed to by the parties hereto.

ARTICLE 12 ASSIGNMENT AND AMENDMENT

- 12.1 **Assignment**
Except as otherwise provided herein, Design-Builder shall not have the right to assign its interest or obligations under this Agreement without the prior written consent of the Owner, which may be withheld in the Owner’s sole discretion. The Owner may assign its rights under this Agreement to any other board, agency, or commission of the State of Connecticut.
- 12.2 **Entire Agreement**
The Request for Proposals contains additional requirements for the Project, which are incorporated by reference as if fully set forth herein. This Agreement represents the entire Agreement between the Owner and Design-Builder and supersedes all prior negotiations, representations, or agreements between such parties regarding the Project. Except for Clarifications with respect to the Work, this Agreement may be amended only by means of Agreement Amendment signed by both the Owner and the Design-Builder and with the written approval by the State Properties Review Board and the Office of the Attorney General.

12.3 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns (where permitted under this Agreement) of Design-Builder and the Owner.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Further Assurances.

Design-Builder and the Owner shall provide such information, execute and deliver such instruments and documents, and take such other actions as may be necessary or reasonably requested by the other party, which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement.

13.2 Headings. The headings set forth in this Agreement are used for organizational purposes only and are not intended to and shall not constitute substantive parts of the Agreement.

13.3 All Required Provisions Incorporated

All provisions required pursuant to this Agreement, including but not limited to the Contract Documents and Applicable Laws, rules and regulations are herein incorporated by reference as if fully set forth herein.

13.4 Interpretation of Documents. The Design-Builder represents that it has fully examined all Contract Documents, including the RFP Documents, and has notified the Owner of any discrepancies or conflicts in the Contract Documents prior to execution of this Agreement. The Design- Builder agrees that any discrepancies or conflicts in the Contract Documents shall not be construed against the Owner nor form the basis of any claim by the Design-Builder against the Owner. If any discrepancy or conflict exists between the Contract Documents, then the Design-Builder shall provide the greater quality or greater quantity of the more stringent requirements, unless the Owner otherwise agrees in writing. Without in any way limiting the foregoing, if any discrepancy or conflict exists among this Agreement, the General Conditions, and/or the General Requirements as set forth in the RFP, then the Design-Builder shall provide the greater detail or more stringent requirements, unless the Owner otherwise agrees in writing.

13.5 Counterparts

This Agreement may be executed in counterparts, each one of which shall be deemed to be an original.

13.6 Remedies Cumulative

The rights and remedies provided herein are cumulative.

13.7 Governing Law

This Agreement shall be governed by the laws of the State of Connecticut without giving effect to its conflicts of law provisions.

13.8 Nondiscrimination And Affirmative Action Provisions, Executive Orders, Sexual Harassment Policy, Nondiscrimination Provisions Regarding Sexual Orientation, Summary Of State Ethics Laws, and Large State Government Contracts

Design-Builder shall be bound by all of the terms and conditions of Appendix G, attached hereto and made a part of this Agreement. For purposes of this Agreement and Appendix G, the word "contractor" as used therein shall be deemed to refer to Design-Builder.

13.9 Set-Aside Program

Design-Builder shall award not less than 25% of the cost of construction to Contractors and Subcontractors who are certified and eligible to participate under the State of Connecticut Set Aside Program for small, minority and women owned business enterprises including 6.25% that must be awarded to certified and eligible minority/women owned enterprises, in accordance with Connecticut General Statutes Section 4a-60g through 4a-60j. This requirement must be met even if Design-Builder is certified and eligible to participate in the Small Business Set-Aside Program. Design-Builder shall draft and submit for approval an affirmative action plan in accordance with the rules and regulations of the Connecticut Human Rights and Opportunities Commission ("CHRO"). The affirmative action plan must be approved by the CHRO as a condition precedent to this Agreement.

13.10 Attorneys' Fees

Unless otherwise expressly set forth in this Agreement, if either party is required to assert a claim under this Agreement against the other party under this Agreement or defend a claim asserted by the other party under this Agreement, each party shall bear its own costs incurred in asserting or defending said action.

13.11 Connecticut Sales And Use Tax

The Owner has advised the Design-Builder and the Design-Builder hereby so acknowledges, that the purchase of supplies and materials which are to be physically incorporated in and become a permanent part of the Project will not be subject to Connecticut sales and use taxes. Notwithstanding the above, the Design-Builder shall familiarize itself with the current statutes and regulations of the State of Connecticut Department of Revenue Services, including, but not limited to and, if applicable, Section 12-430 (7) Connecticut General Statutes, as revised, entitled "Deposit requirements for persons doing business with non-resident contractors".

13.12 Consent Order

Design-Builder agrees not to enter into any settlement, consent decree, or other agreement, written or oral, between the Design-Builder and the government of the United States, or any department or agency thereof, or any state thereof, which allocates or apportions responsibility or which otherwise affects the liability of or grants immunity to Design-Builder for any noncompliance with any of the Environmental Laws or otherwise relates to any remediation or removal of any environmental condition located at, on, or under the property where the Project is located without the express written consent of the Owner.

13.13 Duty to Cooperate

In the event the Owner is required by any agency of the United States or a State thereof, to investigate or remediate any environmental condition at, on, or under the property where the Project is located, Design-Builder agrees to cooperate with the Owner with respect to such matters as the enforcement agency may request including, but not limited to, production of shipping manifests and related documents, past inventory information, provision of materials related to site history, and internal reports related to the site.

13.13.1 Furthermore, if the Owner makes a claim against any policy of insurance or reinsurance related to the property where the Project is located, or against any third party, or against the Connecticut Underground Storage Tank Fund, or similar fund, Design-Builder agrees to cooperate with the Owner in making such application.

13.13.2 The Design-Builder shall strictly comply with the requirements of all applicable Environmental Laws. Furthermore, the Design-Builder shall not store, generate, or use any Regulated Substances at, on, or under the property in violation of Environmental Laws.

13.13.3 Design-Builder shall limit the use and storage of any Regulated Substances at, on, or under the property to only those quantities required for the execution of the Work. Excess quantities shall be promptly removed from the property upon completion of the operations requiring their use. Under no circumstances shall Regulated Substances be disposed of at, on, or under the property or adjacent property or discharged into any watercourse or sewer. All Regulated Substances shall be shipped off site in accordance with the Environmental Laws and shall list the Design-Builder as the generator of the Regulated Substances on all manifests.

13.14 Environmental Laws Indemnification

13.14.1 Without limiting the terms of Article 9 hereof in any manner, Design-Builder shall jointly and severally protect, indemnify, defend, and hold harmless the Owner and its officers, employees, and agents and their respective heirs, legal representatives, successors, and assigns from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief claim, demand, expense, suit, order, judgment, adjudication, liability or injury to person, property or natural resources, including attorney's fees and consultant fees arising out of, attributable to, which may accrue out of, or which may result from:

- 13.14.1.1** a violation of the Environmental Laws in connection with the Project by Design-Builder, any of its Representatives or any person or entity or other source employed or utilized by Design-Builder, or
- 13.14.1.2** the disposal or alleged disposal of Hazardous Materials (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by any person or entity or other source, whether related or unrelated to Design-Builder, except that these obligations shall not apply in the event of the disposal of Hazardous Materials by the Owner or its Representatives.
- 13.14.2** All Design-Builder obligations hereunder shall survive this Agreement or any other agreement or action including, without limitation, any consent decree, order, or other agreement between Design-Builder and the government of the United States or any department or agency thereof.
- 13.15 Access to Records**
The Owner reserves the right to access and make copies of the Design-Builder's books and records at any time upon written request from the Commissioner. The Design-Builder shall retain all of its books and records pertaining to the Project, including this Agreement, for a period of seven (7) years from the date of the Certificate of Acceptance. This provision shall survive the termination or expiration of this Agreement.
- 13.16 Confidentiality of Documents**
- 13.16.1** The Design-Builder agrees on behalf of the Design-Builder and the Design-Builder's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records, or other documents to the extent necessary for the performance of the Design-Builder's work and duties under this Agreement. This limitation on use applies to those items produced by the Design-Builder, as well as to those items received by the Design-Builder from the Owner or others in connection with the Design-Builder's work and duties under this Agreement.
- 13.16.2** The Design-Builder further agrees that said drawings, specifications, maps, reports, records, and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this Agreement. No other disclosure shall be permitted without the prior written consent of the Department of Construction Services.
- 13.16.3** The Design-Builder further agrees that the following provision will be included in its contracts with Contractors and Design Professionals and in all Subcontracts:
- 13.16.3.1** Any and all drawings, specifications, maps, reports, records or other documents associated with the contract Work shall only be utilized to the extent necessary for the performance of the Work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this contract. No other disclosure shall be permitted without the prior written consent of the Department of Construction Services (Owner). When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.
- 13.17 Annual Certification**
If the aggregate value of this Agreement exceeds Fifty Thousand Dollars (\$50,000.00), including all amendments, then the Design-Builder shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this Agreement, a completed annual contract certification to: Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Legal Unit Secretary. For the purposes of this section, the execution date of this Agreement shall be the date the Owner signs this Agreement. The accepted and Owner approved form of the annual contract certification can be found on the Owner's Website at www.ct.gov/dpw. (or www.ct.gov/dcs).

13.18 Ownership of Documents

It is mutually agreed and understood that all finished and unfinished Construction Documents prepared by the Design-Builder and/or the Design Professional pursuant to this Agreement and paid for by the Owner shall immediately become the exclusive property of the Owner, and that the Owner shall have the right to immediate possession and use thereof. The Owner shall have and enjoy all right, title and interest in the Construction Documents, including any rights under copyright laws, whether express or implied. The Owner agrees that all such Construction Documents are not to be altered by others and are to be used only in conjunction with the Project unless written consent is obtained from the Design-Builder. Such consent will not be withheld provided the Owner agrees that upon any alterations of the Construction Documents by others, or upon reuse of the Construction Documents for any other project, the Design-Builder will be relieved by the Owner of any and all responsibility arising out of such alterations or reuse in connection therewith. The Owner shall have all right, title, and interest in the Construction Documents, including any rights under copyright law, whether express or implied. On or before the Substantial Completion Date, the Design-Builder and its Design Professional shall transfer and assign all right, title and interest in the Construction Documents to the Owner by execution and delivery to the Owner of the Assignment of Copyright in the form attached here to as Appendix J. The provisions of this section shall survive the termination of this Agreement and shall thereafter remain in full force and effect.

13.19 Promotion

Unless specifically authorized in writing by the Owner, the Design-Builder shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies or employees or the seal of the State of Connecticut.

13.19.1 in any advertising, publicity, promotion;

13.19.2 to express or to imply any endorsement of the Design-Builder's products or services; or

13.19.3 in any other manner. In no event may the Design-Builder use the State Seal in any way without the express written consent of the Secretary of State of Connecticut

13.20 Sovereign Immunity. Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall be not construed to have waived any rights or defenses or sovereign immunity which it may have with respect to all matters arising out of this Agreement except as provided in Sec. 4-61 of the Connecticut General Statutes, as revised or as otherwise provided by law.

13.21 Severability. If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

13.22 Police Powers. Nothing in this Agreement is in derogation of or restricts the exercise of the police powers of the State of Connecticut.

13.23 Freedom of Information Act. The Owner is a "public agency" for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the General Statutes, as amended (the "FOIA"). Information relating to the Design-Builder, its Contractors and Subcontractors and their affairs received or maintained by the Owner may constitute "public records or files" for purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless a specific exemption from the public access and disclosure requirements of the FOIA is available in connection with particular records or files. Accordingly, the Owner is relieved from any confidentiality obligations under this Agreement that would be in conflict with its obligations under the FOIA.

13.24 No Partnership, Joint Venture or Agency. Nothing contained herein or done pursuant hereto shall be deemed to create, as between Design-Builder, on the one hand, and the Owner on the other, any partnership, joint venture or agency relationship.

- 13.25 Disclosure of Records.** This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes, as revised. In accordance with this Section, each contract in excess of Two Million Five Hundred Thousand Dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes, as revised.
- 13.26 Campaign Contribution Restriction Provision.** For all State contracts as defined in Section 1(g)(i)(c) of Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice ("Notice") advising state contractors, as defined in Public Act 07-1, of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of such Notice. The Notice issued by the State Elections Enforcement Commission, SEEC Form 11, is attached hereto as Appendix I and incorporated herein by reference.
- 13.27 Construction Safety and Health Course.** Pursuant to the requirements of Section 31-53b of the Connecticut General Statutes, as revised, not later than thirty (30) days after the date this Agreement is awarded, the Design-Builder shall furnish proof to the Labor Commissioner that all employees of the Design-Builder and its Contractors or Subcontractors performing manual labor on the Project, pursuant to this Agreement, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910-268.

ARTICLE 14 NOTICES

- 14.1** All notices required to be given or delivered under this Agreement shall be in writing and shall be deemed to have been validly given when received by hand-delivery, by a courier or express service guaranteeing overnight delivery, by certified mail or by facsimile transmission telecopy, addressed as provided on Appendix H attached hereto, or to such other address as may be provided by either party hereto to the other in accordance with the terms of this Article.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

DESIGN-BUILDER:

By: _____

Name:
Its: _____, duly authorized

STATE OF CONNECTICUT

By: _____

Donald J. DeFronzo
Its Acting Commissioner of the Department of Construction Services

APPROVED
STATE PROPERTIES REVIEW BOARD

By: _____
Its: _____

Date: _____

APPROVED AS TO FORM
ATTORNEY GENERAL

By: _____
Attorney General

Date: _____

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss.: Hartford

On this the ____ day of _____, 200____, before me, personally appeared Donald J. DeFronzo, Acting Commissioner of the State of Connecticut Department of Construction Services, known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same in the capacity therein stated and for the purposes therein contained.

Notary Public
My Commission Expires:
Commissioner of the Superior Court

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 60 00
Project Forms D-B**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

PERFORMANCE BOND D-B
Know all men by these presents

THAT _____ of the
Town of _____, County _____ and
State of _____, as Principal (hereinafter called the Principal), and _____

(a surety company authorized to transact business in the State Of Connecticut) as Surety (hereinafter called the Surety) are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in the full penal sum of _____ (\$ _____) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this _____ day of _____ A. D. 20 _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated the _____ day of _____ A. D. 20 _____, which written contract shall provide for the following:

which contract, including any hereafter made extension, modification or alteration thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said contract, as it may be extended, modified or altered, according to its provisions on his or its part to be kept and performed or shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, as it may be extended, modified or altered, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

Any such extension, modification or alteration or any forbearance on the part of either the Obligee or the Principal, one to the other, shall not in any way release the Principal and/or the Surety, their heirs, executors, administrators, successors or assigns from liability hereunder, notice to the Surety of any such extension, modification, alteration or forbearance being hereby specifically and absolutely waived.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety has caused this instrument to be signed by its attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

SEAL

Witnesses as to Principal

_____, Its _____, Its Duly Authorized

(Print Name)

(Print Name)

SEAL

Witnesses as to Surety

by _____

Its attorney in fact

(Print Name)

(Print Name)

END

LABOR AND MATERIAL BOND D-B

Know all men by these presents

THAT _____ of the
Town of _____, County _____ and
State of _____, as Principal (hereinafter called the Principal), and _____

.....
(a surety company authorized to transact business in the State Of Connecticut) as Surety (hereinafter called the Surety) are held and firmly bound unto the State of Connecticut (hereinafter called the Obligee) in the full penal sum of _____ (\$ _____) Dollars, lawful money of the United States, to be paid to said State of Connecticut, to the which payment well and truly to be made and done, the said Principal binds himself, his heirs, executors, administrators and assigns (or itself, its successors and assigns), and the said Surety binds itself, its successors and assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this _____ day of _____ A. D. 20 _____.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS said Principal will enter into a certain written contract with said Obligee, to be dated the _____ day of _____ A. D. 20 _____, which written contract shall provide for the following:

which contract, including any hereafter made extension, modification or alteration thereof, is hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said contract, as it may be extended, modified or altered, according to its provisions on his or its part to be kept and performed or shall indemnify and reimburse the Obligee for any loss that it may suffer through the failure of the Principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, as it may be extended, modified or altered, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

Any such extension, modification or alteration or any forbearance on the part of either the Obligee or the Principal, one to the other, shall not in any way release the Principal and/or the Surety, their heirs, executors, administrators, successors or assigns from liability hereunder, notice to the Surety of any such extension, modification, alteration or forbearance being hereby specifically and absolutely waived.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety has caused this instrument to be signed by its attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

SEAL

Witnesses as to Principal

(Print Name)

_____, Its _____, Its Duly Authorized

(Print Name)

SEAL

Witnesses as to Surety

(Print Name)

by _____
Its attorney in fact

(Print Name)

END

**State Of Connecticut
Department Of Construction Services**

DAS Legal Services – Room 443
State Office Building
165 Capitol Avenue
Hartford, CT 06106

SURETY SHEET

1. SURETY COMPANY

Name of Surety Co.: _____

Address of Home Office: _____

Telephone Number: _____

2. AGENT

Name of Surety Co.: _____

Address of Agency: _____

Telephone Number: _____

Attorney-In-Fact: _____

Telephone Number: _____

Project Number: _____

Contractor's Name: _____

END

**State Of Connecticut
Department Of Construction Services**

DAS Legal Services – Room 443
State Office Building
165 Capitol Avenue
Hartford, CT 06106

**Proposer's Certification:
Financial Position and Corporate Structure D-B**

I, _____ of _____
(Your Name) (Name Of Company)

the bidder (proposer) for this contract (hereinafter "bidder"), certify under penalty of false statement that the information in the bid is true, that there has been no substantial change in the bidder's financial position or corporate structure since its most recent prequalification certificate was issued or renewed pursuant to CGS § 4b-91, as amended, other than those changes noted in the update statement, and that the bid was made without fraud or collusion with any person.

(Signature)

(Print Name)

(Date)

(CT DCS Project Number)

**State of Connecticut
Department Of Construction Services**

**Set-Aside Contractor Schedule and "Substantial" Subcontractor DAS
Prequalification Certification And Update Statements D-B**

In accordance with the requirements of paragraph Section 00 42 53 Total Cost Proposal Form D-B the Proposer shall complete and submit this Set-Aside Contractor Schedule (see page 2 of this form) within fourteen (14) calendar days of the date of the CT DCS Conditional Selection Letter to:

Set-Aside Contractor Schedule
Project No.: _____
State of Connecticut,
Department Of Construction Services
DAS Legal Services – Room 443
165 Capitol Avenue
Room No. G-35
Hartford, Connecticut 06106

The Proposer shall also submit DAS Prequalification and Update Statements, with the DAS Construction Classification as stated in subsection 6.0 of Section 00 42 53 Total Cost Proposal Form D-B) for all "Substantial" subcontractors whose subcontract exceeds five hundred thousand dollars (**\$500,000**) within **fourteen (14) Calendar Days** of the date of the CT DCS Conditional Selection Letter to: **the Department of Construction Services** and provide the following information:

Project Name:	
Project Number:	
Design-Builder's Name:	
Design-Builder's Address:	
City, State, Zip Code	
Date of CT DCS Conditional Selection Letter:	
Total Contract Price:	\$

As stated in Paragraph 6.1 of Section 00 42 53 Total Cost Proposal Form D-B, the Proposer for this Project shall award not less than (25%) of the total Contract Price to contractors who are certified and eligible to participate in the State of Connecticut's "Small Contractor's" set-aside program, including (25%) of this amount (or 6.25% of the total Contract Price to be awarded to certified and eligible "Minority Businesses Enterprises" (MBE).

The responsibility for listing a qualified and certified set aside contractor rests solely with the Proposer and not the State. Listing a set-aside contractor who does not qualify may be considered the same as not listing one at all and the bid may be considered non-responsive and subject to rejection.

In accordance with Paragraph 6.1 of Section 00 42 53 Total Cost Proposal Form D-B the Proposer is required to list below the names of each currently certified set aside contractors to be used for this project, along with the dollar amount to be paid each set-aside contractor on page two of this Section 00 62 39.01 Set-Aside Contractor Schedule.

(See Page 2)

Download Form AU-766 from the CT Department of Revenue Services Website: www.ct.gov/drs

Department of Revenue Services
 Discovery Unit
 25 Sigourney Street
 Hartford CT 06106-5032
 (Rev. 10/05)

Form AU-766 Guarantee Bond

Purpose: A nonresident contractor working in Connecticut and a surety company licensed to do business in Connecticut use Form AU-766 to post a guarantee bond with the Department of Revenue Services (DRS) for a specific project in the state. The guarantee bond ensures all taxes due to the State of Connecticut from the contractor are paid to DRS. Read the instructions on the reverse side before you complete this form. If you need help, call 860-541-7538, Monday through Friday, during business hours.

Part I: Nonresident Contractor Information		
Name	Connecticut Tax Registration No.	
Address (Street or PO Box, City, State, and ZIP Code)		
Part II: Person Doing Business With a Nonresident Contractor Information		
Name	Connecticut Tax Registration No., Federal ID No., or SSN	
Address (Street or PO Box, City, State, and ZIP Code)		
Part III: Surety Company Information		
Name	Bond No.	Amount of Bond
Address (Street or PO Box, City, State, and ZIP Code)		
Part IV: Project Information <input type="checkbox"/> Check the box if this bond is for a change order.		
Physical Location of Project (Street, City or Town)		Name of Project
Commencement Date	Completion Date for Nonresident Contractor	Total Contract Price or Amount of Change Order
Conditions of the obligation for the project detailed above: <ul style="list-style-type: none"> • The nonresident contractor has entered into a contract related to real property at a Connecticut location. • The nonresident contractor and the surety company are posting a bond of 5% of the total contract price, including any change orders and add-ons, with DRS to ensure that all taxes that become due and owing during the period of the contract will be paid. • A bond must be posted within 120 days of the commencement of the contract or 30 days after the completion of the contract, whichever is earlier. • If the nonresident contractor pays all taxes, interest, and penalties within three years from the last day of the month succeeding the reporting period in which the contractor posted the bond, the bond expires; otherwise the obligation remains in full force. • This bond jointly and severally binds the nonresident contractor and the surety company, their heirs, executors, administrators, successors, and assigns for payment of this obligation. 		
Nonresident Contractor Declaration: I, the nonresident contractor named above or its authorized agent, declare under the penalty of law that I have examined Form AU-766 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.		
Print Name		Title
Authorized Signature		Date
Surety Company Declaration: I, an authorized agent of the surety company named above, declare under the penalty of law that I have examined this Form AU-766 and, to the best of my knowledge and belief it is true, complete, and correct. I understand the penalty for willfully delivering a false document or return to DRS is a fine of not more than \$5,000, or imprisonment for not more than five years, or both.		
Print Name		Title
Authorized Signature		Date

General Instructions

A nonresident contractor and a surety company licensed to do business in Connecticut must execute **Form AU-766, Guarantee Bond**, to post a guarantee bond with the Department of Revenue Services (DRS) for a specific project in Connecticut. A power of attorney for the person signing the bond on behalf of the surety company **must** be attached to the bond, carry the corporate seal of the surety company, and bear the same date as the execution date of the bond.

A nonresident contractor has the option of filing a guarantee bond or a cash bond instead of the customer making a deposit with DRS under Conn. Gen. Stat. §12-430(7)(B). Under this option, the nonresident contractor has 120 days from the commencement of the contract or 30 days after the completion of the contract, whichever is earlier, to file a guarantee bond or a cash bond (Form AU-72) with DRS.

Return Form AU-766 to: Department of Revenue Services
 Discovery Unit
 25 Sigourney Street
 Hartford CT 06106-5032

See **Special Notice 2005(12), Nonresident Contractor Bonds and Deposits**, for more information.

Nonresident contractor means a contractor who does not maintain a regular place of business in Connecticut.

Regular place of business means:

- Any bona fide office, factory, warehouse, or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner; **and**
- Which place is continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance to carry on the contractor's business in the contractor's own name.

A regular place of business **does not include**:

- A place of business for a statutory agent for service of process or a temporary office whether or not it is located at the site of construction;
- Locations used by the contractor only for the duration of the contract, such as short-term leased offices, warehouses, storage facilities, or facilities that do not have full time staff with regular business hours; **or**
- An office maintained, occupied, and used by a person affiliated with a contractor.

Contract price means the total contract price, including deposits, amounts held as retainage, costs for any change orders, or charges for add-ons.

Person doing business with a nonresident contractor means any person who makes payments of the contract price to a nonresident contractor, and includes, but is not limited to property owners, governmental, charitable or religious entities, and resident or nonresident general contractors or subcontractors. An owner or tenant of residential real property is not a person doing business with a nonresident contractor and is not required to comply with the provisions of Conn. Gen. Stat. §12-430(7). However, the nonresident contractor doing business with such an owner or tenant must comply with the bond requirements under Conn. Gen. Stat. §12-430(7)(F).

Commencement of the contract means the time when the nonresident contractor signs the contract, but, in any event, occurs no later than when the work under the contract actually starts. If a change order is made after the commencement of the original contract, the change order commences when it is signed by the nonresident contractor, but, in any event, occurs no later than when the work under the change order actually starts.

Form AU-766(Back) (Rev. 10/05)

Completion of the contract means the time when the nonresident contractor makes the final periodic billing for the contract. The final periodic billing may be due before payment of any retainage becomes due. If a change order is made after the final periodic billing for the original contract, the change order is complete when the nonresident contractor bills for the change order.

Residential real property means real property used exclusively for residential purposes and consisting of three or fewer dwelling units in one of which the owner or tenant resides.

Any bond that bears an erasure or alteration, regardless of its nature, must have the change authenticated by a notation in the margin. The notation should describe the correction and be signed in the name of the surety company by the officer who executed the bond and must bear the corporate seal of the surety company.

Specific Instructions

Part I: Enter the name and complete address of the nonresident contractor furnishing the bond. Include the nonresident contractor's Connecticut tax registration number. The name and address of the nonresident contractor appearing on the bond must agree with the name and address on **Form REG-1, Business Taxes Registration Application**, filed with DRS. (If the information originally provided on Form REG-1 is now incorrect, you must notify the DRS Registration Unit in writing of the correct information.) If the nonresident contractor is a corporation, the corporate name appearing on the bond must be the same shown in the records of the Office of the Secretary of State, or similar agency of another state if the nonresident contractor is not a Connecticut corporation.

Part II: Enter the name and complete address of the person doing business with the nonresident contractor. If the nonresident contractor is the general contractor, enter the name and address of the owner or tenant of the property who has entered the contract. If the nonresident contractor is a subcontractor, enter the name and address of the general contractor.

Enter the Connecticut tax registration number of the person doing business with the nonresident contractor. If the person doing business with the nonresident contractor does not have a Connecticut tax registration number, enter that person's Federal Employer Identification Number or Social Security Number.

Part III: Enter the name and complete address of the surety company that guarantees this bond. Include the bond number.

Part IV: Check the box if the deposit is for a change order occurring after the bond for the initial contract was furnished to DRS.

Enter the name of the project and the complete address including the street address and the city or town where the project is physically located.

Enter the commencement date of this project or change order.

Enter the date by which the nonresident contractor is expected to complete work on this project or change order.

Enter, in words and figures, the total amount to be paid to the nonresident contractor under the contract. Indicate if this amount is an estimate.

Declarations: An authorized representative for the nonresident contractor and the surety company must sign and date the declaration on Form AU-766. The name of the nonresident contractor and the surety company must be exactly as it appears on the bond. The corporate seal of the surety company must be affixed by its signature on Form AU-766.



The information on this form is intended to expedite the plan review process and is for archival purposes. It assembles all code related information into one table. The information shall be placed on the drawings and become a permanent record of the code information applicable to this building.

CT STATE BUILDING CODE

- | | | | | | | |
|--|--------------------------|-----|--------------------------|----|--------------------------|-----|
| 1.0 EXISTING BUILDING: | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | N/A |
| 1.1 Continuation of Existing Use | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | N/A |
| 1.2 Change of Use | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | N/A |
| 1.3 Complying with International Existing Building Code | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | N/A |
| 2.0 NEW BUILDINGS OR ADDITIONS: | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | N/A |
| 2.1 Exceeds Threshold Building Limits | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | N/A |
| 3.0 OCCUPANCY CLASSIFICATION | ■ | | | | | |
| 3.1 Mixed Occupancies | ■ | | | | | |
| 4.0 HEIGHT AND AREA COMPUTATION + CONSTRUCTION TYPE | | | | | | |

GENERAL BUILDING LIMITATIONS (Chapters 5 & 6)

Use **Case 1** to determine the allowable height and area and permitted construction types for the building containing a single occupancy or non-separated mixed occupancies. Use **Case 2** to determine the allowable height and area and permitted types of construction for the building containing separated mixed occupancies.

AREA MODIFICATIONS TO TABLE 503

% of allowable tabular area, A_t (Table 503)	100%	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><i>Frontage</i> (506.2)</td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> <tr> <td></td> <td style="text-align: center;">North</td> <td style="text-align: center;">East</td> <td style="text-align: center;">South</td> <td style="text-align: center;">West</td> </tr> <tr> <td>Total Frontage (F)</td> <td style="text-align: center;">_____ ft.</td> <td colspan="2">Perimeter (P)</td> <td style="text-align: center;">_____ ft.</td> </tr> <tr> <td>Width of open space (W)</td> <td colspan="4">= _____</td> </tr> <tr> <td>% Frontage increase (I_f) (506.2)</td> <td colspan="4">= _____</td> </tr> <tr> <td colspan="5" style="text-align: right;"> $I_f = 100 \left[\frac{F}{P} - 0.25 \right] \frac{W}{30}$ </td> </tr> </table>	<i>Frontage</i> (506.2)						North	East	South	West	Total Frontage (F)	_____ ft.	Perimeter (P)		_____ ft.	Width of open space (W)	= _____				% Frontage increase (I_f) (506.2)	= _____				$I_f = 100 \left[\frac{F}{P} - 0.25 \right] \frac{W}{30}$				
<i>Frontage</i> (506.2)																																
	North	East	South	West																												
Total Frontage (F)	_____ ft.	Perimeter (P)		_____ ft.																												
Width of open space (W)	= _____																															
% Frontage increase (I_f) (506.2)	= _____																															
$I_f = 100 \left[\frac{F}{P} - 0.25 \right] \frac{W}{30}$																																
% Increase for frontage, I_f (506.2)	+ %																															
% Increase for automatic sprinklers, I_s (506.3)	+ %																															
Total percentage factor	= %																															
Conversion factor	_____	Total percentage factor ÷ 100%																														



CASE 1 – SINGLE OCCUPANCY OR NON-SEPARATED USES (302.3.1)

Using Table 503, identify the allowable height and area of the single occupancy or the most restrictive of the non-separated mixed occupancies. Construction types providing an allowable tabular area equal to or greater than the adjusted building area and allowable heights (as modified by Section 504) equal to or greater than the actual building height are permitted.

DETERMINE CONSTRUCTION TYPE	ALLOWABLE AREA (506.4)
Actual building area _____ ft ²	Allowable area per floor (A _a) _____
Adjusted building area _____ ft ²	_____ x _____ = _____ ft ²
actual building area ÷ conversion factor	conversion factor tabular area (Table 503)
Actual building height _____ feet _____ stories	Total floor area (all stories) _____ ft ²
Allowable building height _____ feet _____ stories	Allowable floor area (all stories) _____
Permitted construction types _____	_____ x _____ = _____ ft ²
	Allowable area per floor (A _a) Number of stories (maximum 3)
Type of construction assumed for review (602.1.1) _____	

CASE 2 – MIXED OCCUPANCY SEPARATED USES (302.3.2)

Using Table 503, identify the allowable height and area of each of the separated uses within the building. Construction types providing for each story of the building, tabular areas (as modified by Section 506), which result in a sum of the ratios of 1.00 or less and allowable heights (as modified by Section 504) equal to or greater than the actual height of the use are permitted.

Story	Group	Actual floor area	Adjusted floor area*	Actual height	Allowable height
_____	_____	_____ ft ²	_____ ft ²	_____ ft _____ stories	_____ ft _____ stories
_____	_____	_____ ft ²	_____ ft ²	_____ ft _____ stories	_____ ft _____ stories
_____	_____	_____ ft ²	_____ ft ²	_____ ft _____ stories	_____ ft _____ stories
_____	_____	_____ ft ²	_____ ft ²	_____ ft _____ stories	_____ ft _____ stories
_____	_____	_____ ft ²	_____ ft ²	_____ ft _____ stories	_____ ft _____ stories
_____	_____	_____ ft ²	_____ ft ²	_____ ft _____ stories	_____ ft _____ stories
_____	_____	_____ ft ²	_____ ft ²	_____ ft _____ stories	_____ ft _____ stories

$$\sum \frac{\text{Adjusted floor area}^*}{\text{Allow. tab. area, } A_i \text{ (Table 503)}} = \text{_____} + \text{_____} + \text{_____} + \text{_____} = \text{_____} \leq 1.00$$

*Adjusted floor area = actual floor area ÷ conversion factor



ALLOWABLE AREA (506.4)

Allowable area per floor (A_a)

_____ x _____ = _____ ft² Permitted types of construction _____
conversion factor tabular area (Table 503)

Total floor area (all stories) _____ ft² Type of construction assumed for review (602.1.1) _____

_____ x _____ = _____ ft²
Allowable area per floor (A_a) Number of stories (maximum 3)

MEZZANINES (505)

_____ Area limitation (505.2) _____ Openness (505.4)
_____ Egress (505.3) _____ Equipment platforms (505.5)

UNLIMITED AREA BUILDINGS (507)

_____ Unsprinklered, one story (507.1) _____ High-hazard use groups (507.6)
_____ Sprinklered, one story (507.2) _____ Aircraft paint hangar (507.7)
_____ Two story (507.3) _____ Group E buildings (507.8)
_____ Reduced open space (507.4) _____ Motion picture theaters (507.9)
_____ Group A-3 buildings (507.5)

SPECIAL PROVISIONS (508)

_____ Special condition applicable (508.1)



CONSTRUCTION INFORMATION

6.0	MEANS OF EGRESS:		
	6.1 Total Occupant Load (Entire Building)	<input type="checkbox"/>	
	6.2 Total Occupant Load (Largest Floor)	<input type="checkbox"/>	
	6.3 Total Capacity Of Exits	<input type="checkbox"/>	
	6.4 Total Number of Exits	<input type="checkbox"/>	
7.0	FIRE RESISTANT RATING OF STRUCTURE ELEMENTS (TABLE 602) REFER TO CONSTRUCTION DOCUMENTS FOR THE FOLLOWING:		
	7.1 Exterior Walls:		
	7.1.1 Load Bearing	<input type="checkbox"/>	HR(S)
	7.1.2 Non-load Bearing	<input type="checkbox"/>	HR(S)
	7.2 Fire Walls & Party Walls	<input type="checkbox"/>	HR(S)
	7.3 Fire Separation Assemblies:		
	7.3.1 Fire enclosure of exits	<input type="checkbox"/>	HR(S)
	7.3.2 Shafts	<input type="checkbox"/>	HR(S)
	7.3.3 Mixed Use Separation	<input type="checkbox"/>	HR(S)
	7.3.4 Other Separation Assemblies:	<input type="checkbox"/>	HR(S)
	7.4 Fire Partitions	<input type="checkbox"/>	HR(S)
	7.5 Dwelling Unit Separations	<input type="checkbox"/>	HR(S)
	7.6 Smoke Barriers	<input type="checkbox"/>	HR(S)
	7.7 Other Non bearing Partitions	<input type="checkbox"/>	HR(S)
	7.8 Interior Bearing Walls, Bearing Partitions, Columns, Girders, Trusses and Framing:		
	7.8.1 Supporting more than one floor	<input type="checkbox"/>	HS(S)
	7.8.2 Supporting one floor only or a roof:	<input type="checkbox"/>	HR(S)
	7.8.3 Structural Members Supporting Wall	<input type="checkbox"/>	HR(S)
	7.9 Floor Construction Including Beams	<input type="checkbox"/>	HR(S)
	7.10 Roof Construction	<input type="checkbox"/>	HR(S)
	7.10.1 * 15 ft. or less:	<input type="checkbox"/>	HR(S)
	7.10.2 * 15 ft. or more:	<input type="checkbox"/>	HR(S)
	7.10.3 * 20 ft. or more:	<input type="checkbox"/>	HR(S)
	* Height to lowest member.		
8.0	FIRE PROTECTION SYSTEM:		
	8.1 Fire Suppression System	<input type="checkbox"/>	
	8.2 Alarms	<input type="checkbox"/>	
	8.3 Automatic Fire Detection System	<input type="checkbox"/>	
	8.4 Smoke Control System	<input type="checkbox"/>	
	8.5 Supervision	<input type="checkbox"/>	



CONNECTICUT STATE FIRE SAFETY CODE

- 1.0 CLASSIFICATION OF OCCUPANCY:
- 2.0 CONSTRUCTION CLASSIFICATION:
- 3.0 MINIMUM CONSTRUCTION TYPE REQUIRED;
- 4.0 ACTUAL CONSTRUCTION TYPE PROVIDED:
- 5.0 NOTIFICATION/ALARMS:
- 6.0 DETECTION:
- 7.0 EXTINGUISHMENT REQUIREMENTS:



Life Cycle Cost Analysis Determination Request	
(Shall be submitted by the Consultant during Schematic Design Phase)	
State of Connecticut Department Of Construction Services - Technical Services Unit (Energy) 165 Capitol Avenue, Rm. 275, Hartford, CT 06106	
Date Submitted: _____	DCS/TSU Date Received: _____
Part A: Project Data:	
1. DCS Project Number:	_____
2. Project Name:	_____
3. Project Location:	_____
4. User State Agency:	_____
5. Your A/E Firm Name:	_____
6. Name of Preparer:	_____
Phone: _____	Fax: _____ Email: _____
Part B: Construction Category: (Indicate square footage for each category)	
New: _____	Gross Sq. Ft.
Addition: _____	Gross Sq. Ft.
Renovation: _____	Gross Sq. Ft.
Part C: Project Category:	
<input type="checkbox"/> State Agency Building (State Owned Building).	<input type="checkbox"/> State Funded Public School Building
<input type="checkbox"/> State Leased Building.	<input type="checkbox"/> Other (specify): _____
Part D: High Performance Building Regulations - CGS 16a-38k(b):	
Is this project subject to the High Performance Building Regulations promulgated under CGS § 16a-38k and the Department of Construction Service's LEED Silver Certification requirement? (See CT DCS Manual - 0450 Capital Projects High Performance Buildings Guidelines on the CT DCS website):	
<input type="checkbox"/> Yes. This Project shall conform to the following High Performance Building Regulations requirements: <ul style="list-style-type: none"> <input type="checkbox"/> New Construction of State Facilities [16a-38k – 2(a)]; <input type="checkbox"/> Renovation of State Facilities [16a-38k – 2(b)]; <input type="checkbox"/> New Construction of State Funded Public School Buildings [16a-38k – 2(c)]; <input type="checkbox"/> Renovations of State Funded Public School Buildings [16a-38k-2(d)]. Provide a copy of the Letter of Understanding for " State Agency Reporting Requirements " [16a-38k (8) (a)] or [16a-38k (8) (b)] (as applicable) or for " State Funded Public School Buildings Reporting Requirements " [16a-38k (8) (c)] or [16a-38k (8) (d)] (as applicable) that Part E documentation is not required.	
<input type="checkbox"/> No. This project is NOT subject to the CGS § 16a-38k Regulations or that this Project shall submit an "Exemption Request" as required by CGS 16a-38k-9(a) for " State Agency Exemptions " or CGS 16a-38k-9(b) for " State Funded Public School Buildings Exemptions ". Provide Part E documentation below.	
Part E: Program Narrative:	
On a separate sheet(s), provide a narrative of the proposed new or retrofitted energy using systems (HVAC, domestic hot water, lighting, etc.). Describe any existing conditions that will limit your choice of systems or equipment. Provide a completed COMcheck™ or other documentation demonstrating compliance with the 2009 State Building Code Amendment energy conservation requirements. Describe proposed energy savings features such as demand control ventilation (CO2 control), heat recovery, high efficiency motors, variable speed motor controllers, and high efficiency transformers, etc. Describe temperature control system type and control capabilities. Include estimated design peak cooling and heating requirements. Include boiler and chiller type, size(s) and fuel type(s). Include operating schedule hours/ day, days/ week and weeks/ year anticipated. State whether or not this project will participate in a utility company energy conservation rebate program. If no participation, state reason(s). Describe the level of LEED Certification., if applicable. If the project is not anticipating LEED Certification then list any "Green Building" features that are planned for this project.	
CT DCS Determination: In accordance with CGS 16a-38 and CGS 16a-38j CT DCS has determined that this project:	
<input type="checkbox"/> Will <input type="checkbox"/> Will not require a more detailed Life Cycle Cost Analysis.	
Signed: _____	Date: _____
_____ Allen V. Herring, PE, CT DCS Chief Engineer	
Copy: <input type="checkbox"/> TSU/LCCA file, <input type="checkbox"/> DCS Project Mgr., <input type="checkbox"/> DCS BSF, <input type="checkbox"/> Other _____	



Checklist for Permits, Certifications, and Approvals

CTDCS Project Manager:	_____
CTDCS Project No.:	_____ Date: _____
Project Title	_____
Facility/Address::	_____
Anticipated Bid Date	_____

INSTRUCTIONS

Checklist: This Checklist shall be submitted with the A/E Consultant's ("Consultant") proposal and revised and resubmitted with each Preconstruction Phase Submittal to the CTDCS Project Manager for all DCS Projects. Copies of the Checklist are to be sent to DCS Environmental Planning and DCS Code Services. The Consultant shall submit drafts of all applications as part of the Design Development Phase Submission.

For DCS Design-Bid-Build Projects and CMR Projects, the Consultant (or in the case of a Design-Build Project, the design-build firm) shall ensure all the required permits, certificates, and/or approvals are obtained for the project. The Consultant shall review all prior environmental documents for the project to assist in determining required permits and/or mitigation measures.

The Consultant shall review each permit, certification, or approval to determine if it is applicable to the project. For supplemental information about an individual permit, certification, or approval, contact the appropriate agency or agency website for specific information. Furthermore, as specified in the DCS Consultant's Procedure Manual, the Consultant shall coordinate with the appropriate Agency(ies), complete all necessary application forms, and submit the permit(s), certification(s), and/or approvals for the project, **EXCEPT FOR DEEP** Inland Water Resources and State Traffic Commission approvals, in which case the Consultant shall coordinate with DCS Environmental Planning.

If additional study is required by the permitting agency, then an additional scope of work can be negotiated with the DCS Project Manager for such services. DCS is responsible for all application fees, except for the "General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities," which shall be submitted and paid for by the General Contractor or CMR. However, in the case of the stormwater general permit, the Consultant shall complete all of the required information and include it in the construction contract documents for use by the General Contractor or CMR.

Permit Letter: The Consultant shall submit a "Permit Letter" to DCS Environmental Planning documenting that all applicable permits (not code related) have been reviewed, and that the project has been designed in accordance with applicable permits (e.g., DEEP General Permits for Food Preparation Establishment Wastewater and/or Minor Boiler Blowdown Wastewater). See the Permit Evaluation and Letter Instructions (3030.1) at the end of the Checklist for additional information.

Permit Closeout Binder: Once all environmental permits have been evaluated, submitted, registered, and/or approved, the Consultant shall submit a Permit Closeout Binder to DCS Environmental Planning, including, but not limited to, the Permit Letter, applicable calculations, operational requirements as per applicable permits, and all associated permits.

The Consultant must select the appropriate answer from the dropdown menus for each permit, certification, and approval.

Project Delivery Method:	<input type="checkbox"/> Design-Bid-Build	<input type="checkbox"/> Design-Build	<input type="checkbox"/> CMR
Submitted With:	<input type="checkbox"/> Proposal Phase <i>(Preliminary Applicable Review)</i> <input type="checkbox"/> SD Phase <input type="checkbox"/> DD Phase <i>(Include Completed Drafts Of All Applicable Permit Applications)</i> <input type="checkbox"/> CD Phase <input type="checkbox"/> Bid Phase <input type="checkbox"/> Environmental Phase		
Project Type: <i>(Check All Applicable to this Project)</i>	<input type="checkbox"/> New	<input type="checkbox"/> Addition	<input type="checkbox"/> Minor Renovation
Other Information:	Existing Gross Square Footage (GSF): _____ No. of Existing Parking Spaces: _____ Proposed New (GSF): _____ No. of Proposed New Parking Spaces: _____ Proposed GSF To Be Demolished: _____ No. of Existing Parking Spaces To Be Demolished: _____		

CT DCS Project No.: _____ Date: _____

AGENCIES / PERMIT	Telephone Number	Click On Drop Down Box In Each Category		
		Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status
FEDERAL AGENCIES	—	—	—	—
ARMY CORPS OF ENGINEERS (ACE) Programmatic General Permit (PGP) <i>(Category I - without review [less than 5,000 sf])</i> <i>(Category II - with review [5,000 sf – 1 acre])</i>	978 318-8338	—	—	—
Individual Permit <i>(Does not meet Category II - greater than 1 acre of fill/excavation)</i>	978 318-8338	—	—	—
ENVIRONMENTAL PROTECTION AGENCY (EPA) Sole Source Aquifer Review <i>(CT has two Sole Source Aquifers: the Pootatuck Aquifer (Newtown, Monroe, and Easton) and the Pawcatuck River Aquifer (Stonington and North Stonington))</i>	617 918-1111	—	—	—
FEDERAL AVIATION ADMINISTRATION (FAA) Notice of Proposed Construction or Alteration	781 238-7522	—	—	—
FEDERAL COMMUNICATIONS COMMISSION (FCC) General Mobile Radio Service License	888 225-5322	—	—	—
UNITED STATES ARCHITECTURAL AND TRANSPORTATION BARRIERS COMPLIANCE BOARD (ATBCB) Americans with Disabilities Act	800 872-2253	—	—	—
STATE AGENCIES	—	—	—	—
CONNECTICUT COMMISSION ON CULTURE AND TOURISM (CCT) Art in Public Spaces Program	860 256-2800	—	—	—
State Historic Preservation Office (SHPO): Impact to Cultural Resources <i>(Three part review: New construction [site work / archeological], Rehabilitation, and Demolition)</i>	860 256-2800	—	—	—
CONNECTICUT SITING COUNCIL (CSC) Certificate of Environmental Compatibility & Public Need <i>(Towers, Transmission Lines and Hazardous Waste Storage Facilities)</i>	860 827-2935	—	—	—



3030 Checklist for Permits, Certifications, and Approvals

CT DCS Project No.: _____ Date: _____

AGENCIES / PERMIT	Telephone Number	Click On Drop Down Box In Each Category		
		Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status
STATE AGENCIES	—	—	—	—
DEPT. OF ADMINISTRATIVE SERVICES (DAS) <i>Leasing and Property Transfers</i> Leasing/Acquisitions/Takings/Municipal Negotiations	— 860 713-5682	—	—	—
Proximity to Railroads/Bus Routes <i>(Only for leasing or purchasing properties)</i>	860 713-5706			
DEPARTMENT OF AGRICULTURE (DOA) Farmland Preservation Program <i>(25 plus acres of prime or statewide farmland soils) Contact DCS Environmental Planning</i>	— 860 713-2511	—	—	—
DEPT. OF CONSTRUCTION SERVICES (DCS) <i>Legal Services</i>	—	—	—	—
Easements	860 713-5662			
<i>Technical Services – Environmental and Energy</i> Connecticut Environmental Policy Act (CEPA)	860 713-5706			
Initial Environmental Review	860 713-5706			
Environmental Site Assessments:	860 713-5705			
• Phase I	—			
• Phase II	—			
• Phase III	—			
• Remedial Action Plan (RAP)	—			
Hazardous Material Inspection/Abatement Request (asbestos, PCBs, lead, or indoor air quality)	860 713-5705			
Life Cycle Cost Analysis Determination	860 713-5705			
Life Cycle Cost Analysis (LCCA)	860 713-5705			
National Environmental Policy Act (NEPA)	860 713-5706			
Transfer Act Site Assessment (TASA)	860 713-5705			
Above and/or Under Ground Storage Tank Removal	860 713-5705			
Above and/or Under Ground Storage Tank Installation	860 713-5705			



Checklist for Permits, Certifications, and Approvals

CT DCS Project No.: _____ Date: _____

AGENCIES / PERMIT	Telephone Number	Click On Drop Down Box In Each Category		
		Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status

CODE EVALUATIONS
The following procedure is required for all DCS administered and agency administered state construction projects.

STATE AGENCIES	—	—	—	—
DEPT. OF CONSTRUCTION SERVICES (DCS)	—	—	—	—
<i>Division of Design and Construction – Code Services</i>	860 713-5705	—	—	—
<i>Division of Fire and Building Services</i>	—	—	—	—
Office of the State Building Inspector (OSBI) <i>(Do not contact OSBI initially, first contact DCS Project Manager)</i>	860 685-8310			
Office of the State Fire Marshal (OSFM) <i>(Do not contact OSFM initially, first contact DCS Project Manager)</i>	860 685-8380			
Building and Fire Safety Codes Review	—	—	—	—
• Schematic Design Submittal	—	—	—	—
• Design Development Submittal	—	—	—	—
• Contract Documents Submittal	—	—	—	—
• Bid Document Submittal/Building Permit Application	—	—	—	—
• <i>(Submit to DCS Project Manager for processing through the appropriate authority having jurisdiction)</i>	—	—	—	—
o ICC Plan Review Record Forms	—			
o Connecticut State Demolition Code	—			
o Certificate of Compliance	—			
o Certificate of Occupancy	—			
o Statement of Special Inspections	—			
o Third Party Structural Review	—			
Accessibility Exemption Waiver Request <i>(Submit to DCS Project Manager for processing through the appropriate authority having jurisdiction)</i>	—			
Chair Lifts, Wheelchair, and Limited Elevators Application Request <i>(Submit to DCS Project Manager for processing through the appropriate authority having jurisdiction)</i>	—			
Building Code Modification Request <i>(Submit to DCS Project Manager for processing through the appropriate authority having jurisdiction)</i>	—			



Checklist for Permits, Certifications, and Approvals

CT DCS Project No.: _____ Date: _____

AGENCIES / PERMIT	Telephone Number	Click On Drop Down Box In Each Category		
		Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status
STATE AGENCIES	—	—	—	—
Fire Code Modification Request <i>(Submit to DCS Project Manager for processing through the appropriate authority having jurisdiction)</i>	860 685-8350			
Construction Project Close-out:	—			
• Certificate of Substantial Completion	—			
• Certificate of Compliance	—			
• Certificate of Acceptance	—			
• Certificate of Completion	—			
• Certificate of Compliance Requirements for: <ul style="list-style-type: none"> ○ Fire Alarm System Inspection Testing; ○ Certification for all Protective Signaling Systems. 	—			
DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION (DEEP)	—	—	—	—
Permits Assistance Office	860 424-3003	—	—	—
Central Permit Processing Unit	860 424-4004	—	—	—
Bureau of Air Management (Individual Permits)	—	—	—	—
Title V Operating Permit	860 424-4152			
New Source Review Permit <i>(Permit to Construct/Operate)</i>	860 424-4152			
Bureau of Air Management (General Permits)	—	—	—	—
Limit Potential to Emit from Major Stationary Sources of Air Pollution (Title V General Permit)	860 424-4152			
Bureau of Air Management, Radiation Division	—	—	—	—
X-Ray and Ionizing Radiation Source Registration	860 424-3029			
Bureau of Materials Management and Compliance Assurance (Individual Permits)	—	—	—	—
Surface Water Discharge Permit (NPDES)	860 424-3018			
Ground Water Discharge Permit	860 424-3018			
Pre-treatment Permit (Sewer Permit) for Discharges to Publicly Owned Treatment Works	860 424-3018			
Aerial Pesticide Application	860 424-3369			
Aquatic Pesticide Application	860 424-3369			
Asbestos Disposal Authorization	860 424-3366			



Checklist for Permits, Certifications, and Approvals

CT DCS Project No.: _____ Date: _____

AGENCIES / PERMIT	Telephone Number	Click On Drop Down Box In Each Category		
		Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status

STATE AGENCIES	—	—	—	—
Hazardous Waste Treatment, Storage, and Disposal Facilities	860 424-3372			
Solid Waste Facilities	860 424-3366			
Special Waste Disposal Authorization	860 424-3567			
Underground Storage Tank Registration	860 424-3374			
CGS Sec. 22a-454 Waste Facility	860 424-3372			
Bureau of Materials Management and Compliance Assurance (General Permits) Contaminated Soil and/or Sediment Management <i>(Staging and Transfer)</i>	— 860 424-3372	—	—	—
Bureau of Water Protection and Land Reuse (General Permits)	—	—	—	—
Aquifer Protection Area	860 424-3020			
Domestic Sewage	860 424-3003			
Food Preparation Establishment Wastewater	860 424-3755			
Food Processing Wastewater	860 424-3003			
Groundwater Remediation Wastewater Directly to Surface Water	860 424-3003			
Groundwater Remediation Wastewater to a Sanitary Sewer	860 424-3003			
Hydrostatic Pressure Testing Wastewater	860 424-3003			
Minor Boiler Blowdown Wastewater	860 424-3003			
Minor Non-Contact Cooling and Heat Pump Water	860 424-3003			
Minor Photographic Processing Wastewater	860 424-3003			
Minor Printing and Publishing Wastewater	860 424-3003			
Minor Tumbling or Cleaning of Parts Wastewater	860 424-3003			
Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater	860 424-3003			
Stormwater and Dewatering Wastewater Associated with Construction Activities <i>(Greater than 1-acre of site disturbance)</i>	860 424-3003			
Stormwater Assoc. w/ Commercial Activity	860 424-3003			
Stormwater Assoc. w/ Industrial Activity	860 424-3003			
Swimming Pool Wastewater (Public Pool)	860 424-3003			
Vehicle Maintenance Wastewater	860 424-3003			
Water Treatment Wastewater	860 424-3003			



3030 Checklist for Permits, Certifications, and Approvals

CT DCS Project No.: _____ Date: _____

AGENCIES / PERMIT	Telephone Number	Click On Drop Down Box In Each Category		
		Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status

STATE AGENCIES	—	—	—	—
<i>Inland Water Resources Division (Individual Permits)</i> <i>(Contact DCS Environmental Planning for DEEP Coordination 860-713-5706)</i>	—	—	—	—
Dam Construction Permit	860 424-3706			
De/Retention Pond Review	860 424-3706			
Flood Management Certification	860 424-3706			
Inland 401 Water Quality Certification	860 424-3019			
Inland Wetlands & Watercourses Permits	860 424-3019			
Stream Channel Encroachment	860 424-3019			
Water Diversion Permit <i>(Detention/Retention Ponds)</i>	860 424-3019			
<i>Inland Water Resources Division (General Permits)</i> <i>(Contact DCS Environmental Planning for DEEP Coordination 860-713-5706)</i>	—	—	—	—
Dam Safety Repair and Alteration	860 424-3019			
Diversion of Remediation Groundwater	860 424-3717			
Diversion of Water for Consumptive Use	860 424-4192			
Habitat Conservation	860 424-3019			
Lake, Pond and Basin Dredging	860 424-3019			
Minor Grading	860 424-3019			
Minor Structures	860 424-3019			
Utilities and Drainage	860 424-3019			
<i>Office of Long Island Sound Programs</i>	—			
Structures, Dredging & Filling Permit	860 424-3034			
Tidal Wetlands Permit	860 424-3034			
Coastal 401 Water Quality Certification	860 424-3034			
Certificate of Permission <i>(Short Permit Process)</i>	860 424-3034			
Consistency with Coastal Management Act	860 424-3034			
<i>Natural Diversity Database Review</i>	—	—	—	—
NDDB Review Request <i>(Endangered, threatened, and special concern species and habitats)</i>	860 424-3011			

CT DCS Project No.: _____ Date: _____

AGENCIES / PERMIT	Telephone Number	Click On Drop Down Box In Each Category		
		Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status
STATE AGENCIES	—	—	—	—
DEPARTMENT OF PUBLIC HEALTH (DPH)	—	—	—	—
Asbestos Abatement Notification	860 509-7367			
Asbestos Alternative Work Practice Approvals	860 509-7367			
Asbestos Management Plan	860 509-7367			
Child Day Care Licensing Program	860 509-8045			
Demolition Notification Form	860 509-7367			
Environmental Laboratory Certification	860 509-7389			
Lead-Based Paint	860 509-7299			
Public Water System Approval	860 509-7333			
Subsurface Sewage Disposal System (Septic tanks)	860 509-7296			
Swimming Pools	860 509-7296			
DEPARTMENT OF SOCIAL SERVICES (DSS)	—	—	—	—
Certificate of Need <i>(Nursing home facilities)</i>	860 424-5105			
DEPARTMENT OF TRANSPORTATION (DOT)	—	—	—	—
Encroachment Permit	860 594-2610			
State Traffic Commission (STC) <i>(Contact DCS Environmental Planning for STC Coordination 860-713-5706)</i>	—	—	—	—
STC Administrative Decisions	860 594-3020			
STC Major Traffic Generator Certificate	860 594-3020			
OFFICE OF HEALTH CARE ACCESS (OHCA)	—	—	—	—
Certificate of Need <i>(Non-nursing home facilities)</i>	860 418-7038			
PUBLIC UTILITIES REGULATORY AUTHORITY (formerly DPUC, now consolidated into DEEP)	—	—	—	—
NOTE: <i>The Consultant shall not contact the Public Utilities Regulatory Authority unless requested to do so by the CTDCS Project Manager. In the event that the utility company and DCS are unable to reach an agreement with regard to utility services for the project the Consultant may be instructed to contact the Public Utilities Regulatory Authority.</i>				
Utility Service:	860 827-1553			



Checklist for Permits, Certifications, and Approvals

CT DCS Project No.: _____ Date: _____

AGENCIES / PERMIT	Telephone Number	Click On Drop Down Box In Each Category				
		Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status		
MUNICIPAL	—	—	—	—		
CITY OF HARTFORD Greater Hartford Flood Certificate of Approval	860 722-6206	—	—	—		
MUNICIPALITIES Planning and Zoning <i>(Note: State agencies are exempt from local planning and zoning regulations. However, where possible the goal is to be consistent with local regulations.)</i>	—	—	—	—		
Building Demolition Permit	—					
UTILITY SERVICE COMPANIES	—	—	—	—		
Energy Conservation Programs	—					
Energy Conscious Blueprint <i>Connecticut Light and Power Co. (CL&P) [new construction]</i>	860 665-3790 Lamont White					
Energy Opportunities <i>Connecticut Light and Power Co. (CL&P)</i>	860 665-3054 John Matchett					
Energy Blueprint <i>United Illuminating Company (UI)</i>	860 499-2032 860 499-2025 Roy Haller					
PERMANENT UTILITY SERVICES <i>(A copy of the specific project data from the permanent utility company including the date of the agreement shall be sent to the design engineer.) The Consultant is required to research, as applicable, potential connection fees associated with each permanent utility service provider.</i>						
NOTE: <i>If permanent utility connections are required then the Architect/Engineer must note in the applicable utility CSI Construction Specification Section that the Contractor or CMR shall be responsible for obtaining all approvals and paying all fees and costs associated with the permanent utility connection to each permanent utility provider.</i>						
Date Of Agreement	Permanent Utility	Connection Needed?	Potential Connection Fees	Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status
	Cable TV					
	Closed Circuit TV <i>(Agency System)</i>					
	Electric <i>(NU, UL etc.)</i>					
	Fire Alarm <i>(Connected to Fire Dept.)</i>					
	Gas <i>(CNG, YES etc.)</i>					
	Security Systems					
	Septic <i>(Dept. of Health/DEP)</i>					
	Sewer <i>(Town, MDC, agency-owned systems, etc.)</i>					
	Telephone					
	Water Supply <i>(Utility)</i>					
	Other:					



Checklist for Permits, Certifications, and Approvals

CT DCS Project No.: _____ Date: _____

AGENCIES / PERMIT	Telephone Number	Click On Drop Down Box In Each Category		
		Is the Permit Required?	Who is responsible to obtain Permit?	Permit Status

OTHER PERMITS, CERTIFICATIONS, OR APPROVALS	—	—	—	—
--	---	---	---	---

--	--	--	--	--

COMMENTS	—	—	—	—
-----------------	---	---	---	---

--	--	--	--	--

SIGNATURE	—	—	—	—
------------------	---	---	---	---

At this submission phase, I/we have reviewed each permit, certification, and approval to determine if it is applicable to the project and will prepare all necessary permit, certification, or approval applications, as well as all required documentation for each application for the project.

Signed: _____ Date: _____
(Architect/Engineer Signature)

Architect/ Engineer Firm Name: _____
(Typed or Printed)

Phone Number: _____
(Typed or Printed)

Attach comments to this Checklist if needed.

In addition to submitting this Checklist to the DCS Project Manager, submit a copy of **just** the Checklist to:

Department of Construction Services Environmental Planning & GIS Services 165 Capitol Avenue, Room 275 Hartford, Connecticut 06106 Or via fax: (860) 713-7250	AND	Department of Construction Services Codes Services 165 Capitol Avenue, Room 280 Hartford, Connecticut 06106 Or via fax: (860) 713-7251
---	------------	--

**End
Checklist for Permits,
Certifications, and Approvals**



A/E CONSULTANT PERMIT EVALUATION:

The A/E Consultant ("Consultant") is required to evaluate all environmental permits, certifications, and/or approvals ("permits") prior to the completion of the project. The following list of permits is meant to assist the Consultant with their evaluations of the permits. The list is not intended to be all-inclusive. Ultimate responsibility for evaluating all permits resides with the Consultant. All permit evaluations must be discussed in a **Permit Letter** ("letter") to be prepared by the Consultant prior to the completion of the project. If applicable, the Consultant must complete the appropriate permits prior to project close-out in order for the facility to be in compliance with the appropriate regulatory agency and provide them in a **Permit Binder** to the DCS Project Manager, DCS Environmental Planning, and the Client Agency Representative.

If new air emission equipment (including, but not limited to, boilers, hot water heaters, laboratory fume hoods, spray paint booths, and/or emergency generators) are to be installed as part of the project, then the Consultant shall include appropriate air emission calculations in their Permit Letter. Actual and potential air emissions calculations shall be performed in accordance with DEEP Bureau of Air Management Regulations. Air emission equipment (to be installed as part of this project) must be evaluated individually (New Source Review Permit) and facility-wide (Title V Permit) with all existing air emission equipment. If there are any exemptions to the permits which are based on operational requirements (e.g. – emergency generator), then the letter must state the applicable operational requirements so as to remain in compliance with the permit. The letter must also state that should anything change (e.g., additions or modifications to the equipment), then the owner/agency is responsible for reviewing and updating the permits as necessary.

For additional details and information about a particular permit, please consult the Connecticut Department of Energy and Environmental Protection ("DEEP") website for environmental permits:

http://www.ct.gov/deep/cwp/view.asp?a=2709&q=324216&depNav_GID=1643

NEW SOURCE REVIEW PERMIT:

The New Source Review Permit requires the Consultant to calculate **potential** (24 hours a day, 365 days a year – 8,760 hours per year) and **actual** air emissions of new and/or modified boilers, water heaters, Emergency Generators, laboratory fume hoods, spray paint equipment, other air emission units, etc. in order to determine permit applicability or exemption according to section 22a-174-3a, -3b, or -3c of the Regulations of Connecticut State Agencies (RCSA).

- If the potential emissions of the Emergency Generator are greater than 15 tons per year, and the generator will be operated using actual emissions (which are less than 15 tpy), then in order to be exempt from the permit, the facility must operate in accordance with either 3b or 3c of the regulations. If the Consultant claims an exemption for the Emergency Generator under 3b or 3c, the Consultant must clearly state in the letter what mandatory record-keeping requirements and/or operational thresholds are required to be kept by the facility.
- The letter from the Consultant should clearly state whether the emissions factors are derived from manufacturing specs, U.S. EPA AP-42, or stack testing. If they are manufacturing specs, did the Consultant use the lowest or highest potential emissions? If the engineer does not have the manufacturing specs at this time, it is acceptable to use the U.S. EPA AP-42 emission factors in their calculations of air emissions.

TITLE V OPERATING PERMIT:

If new air emission equipment is to be installed and/or modified, then the Consultant must calculate potential and actual air emissions **facility-wide** to determine if the *Title V Operating Permit* is applicable in accordance with Section 22a-174-33 and 22a-174-26(d) of RCSA.

- The owner or operator of a source otherwise subject to the Title V operating permit program may seek coverage under the *General Permit to Limit Potential to Emit from Major Stationary Sources of Air Pollution* (GPLPE), instead of obtaining a Title V operating permit, if such Title V source chooses to "cap" (or limit) their emissions to levels below the applicable major source thresholds. The Consultant must calculate potential and actual emissions facility-wide to determine the applicability of the Title V or GPLPE permits, and submit the appropriate permit accordingly.



DOMESTIC SEWAGE:

If the proposed renovations/additions will change any information previously submitted with an existing *General Permit for the Discharge of Domestic Sewage*, then the Consultant must submit, on behalf of the agency/facility, the correct information in writing to the DEP. This is in accordance with Part VII, Section D of the *General Permit for the Discharge of Domestic Sewage*. The Consultant must obtain a copy of the existing permit to determine applicability and correct submittal information.

FOOD PREPARATION ESTABLISHMENT WASTEWATER:

If a "Fats, Oil, and Grease" separator is installed as part of the project, the following information must be confirmed and/or modified by the Consultant and stated in the letter or modified to be correct:

"The Fats, Oil, and Grease (FOG) separator is connected to the fixtures that produce fats, oils and grease, and discharges to the sanitary system. The unit has a capacity of _____ gallons and a depth of ___ feet, and is accessible for convenient inspection and maintenance. The FOG separator meets the requirements of the *General Permit for the Discharge of Wastewater Associated With Food Preparation Establishments*, Section 5(b). In order to be in compliance with the *General Permit for the Discharge of Wastewater Associated With Food Preparation Establishments*, the facility must operate the FOG separator unit in accordance with Section 5 of the permit, including but not limited to Effluent Limitations, Pollution Prevention/BMPs, Reporting and Record Keeping Requirements, and Recording and Reporting Violations."

MINOR BOILER BLOWDOWN WASTEWATER:

This permit has design requirements, especially regarding floor drains in rooms containing boilers. The Consultant must ensure that the design is in compliance with these permits.

- The *General Permit for the Discharge of Minor Blowdown Wastewater* states that if chemicals are to be added to the boiler water, then the entire system must be enclosed from the boiler to the sanitary sewer connection to the POTW with no open floor drains. The Consultant must determine if the client agency will be using chemicals in their boilers and if there are any open floor drains in the vicinity of the boiler(s).
- **Open Floor Drains:** If the boiler blow-down flows into open floor drains that are connected to the sanitary sewer, then the boiler blow-down flowing to the floor drains can be covered as "undesignated miscellaneous sewer compatible wastewater" under the *General Permit for Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater*. If the discharge is less than 500 gallons per day, the facility does not need to file a registration of this permit. The Consultant must discuss these specifications in their letter. If the Consultant determines that the discharge is greater than 500 gallons per day, then the Consultant must complete the *General Permit for Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater*.
- In order to be in compliance with the MISC General Permit the facility must perform the following:
 - Keep maintenance records showing that there have not been spills in the Boiler Room; and
 - Follow the BMPs in the MISC General Permit for the floor drain (for example, proper chemical storage and good housekeeping);

The Consultant must discuss these operational requirements in their letter.

- If chemicals are added to the boiler water, then annual monitoring of boiler blow down must be performed for pH, temperature, lead and copper according to the *General Permit for the Discharge of Minor Blowdown Wastewater*. An estimate of flow must be made as well. **The Consultant must discuss these requirements, and any other applicable requirements, in the letter.** All other conditions of the permit remain in effect, and should be followed.

**MINOR NON-CONTACT COOLING AND HEAT PUMP WATER:**

The Consultant must evaluate the *General Permit for the Discharge of Non-Contact Cooling and Heat Pump Water* for applicability, based upon equipment installed as part of the project. In accordance with this permit, the facility does **not** need to submit or register for the permit if the facility does **not** discharge more than **5,000 gallons per day** of “blow down” water. If the facility needs to discharge greater than 5,000 gallons per day, they must contact the DEEP to determine the best course of action. This could include discharging the 5,000 gallons over a period of two days, or re-evaluating based upon the type of discharge. If that is the case, additional sampling may be required, which must be discussed with the DEEP at that time. If applicable, the Consultant must discuss the operational requirements in their letter.

As part of Best Management Practices (BMPs) under this permit, the facility must ensure the following:

- the pH of the discharge is between 5.5 and 10 standard units;
- the temperature of the discharge shall not exceed 150 degree F at the first manhole after leaving the site;
- the discharge shall not contain a visible oil sheen, or cause visible discoloration or foaming in the POTW’s final effluent;
- water treatment chemicals or additives (containing chromium, copper, lead, zinc, or tributyl tin) shall not be added to the discharge nor shall sacrificial metals be used within the cooling system;
- general contaminants shall be tested for annually, as we are currently doing; and
- the equipment shall be maintained so as to stay in compliance with the permit.

The Consultant must discuss these operational requirements in their letter.

Floor Drains: If the discharge flows into floor drains that are connected to sanitary sewer, then the floor drains can be covered as “undesignated miscellaneous sewer compatible wastewater” under the *General Permit for Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater*. If the discharge is less than 500 gallons per day, the facility does not need to file a registration of this permit. In order to be in compliance with the MISC General Permit the facility must perform the following:

- Keep maintenance records showing that there have not been spills in the Boiler Room; and
- Follow the BMPs and other conditions specified in the MISC General Permit for the floor drain (for example, proper chemical storage and good housekeeping).

The Consultant must discuss these operational requirements in their letter.

MINOR PHOTOGRAPHIC PROCESSING WASTEWATER:

The Consultant must evaluate the applicability of this permit if the facility will be discharging wastewater from photographic processing facilities (including dental film processing units) through a silver recovery system to a publically owned treatment works (POTW). The discharge must be to the sanitary sewer, and must be no greater than 5,000 gallons per day. Registration is required to be submitted *and* approved in writing by the DEEP in order for the discharges to be authorized by this general permit. Approval from the receiving POTW is also required and must be obtained by the Consultant prior to submitting the permit to the DEP.

MISCELLANEOUS DISCHARGES OF SEWER COMPATIBLE (MISC) WASTEWATER:

The Consultant must evaluate all sources of wastewater discharge that will be added to or affected by the renovation/addition. If discharges are greater than exemption limits in permit, then the Consultant must complete the permit application. If discharges are exempt, the Consultant must state this in the letter and show calculations and BMPs that must be followed.

If the discharge is less than **500 gallons per day**, the facility does **not** need to file a registration of this permit, provided such discharge is consistent with Section 4(b) of the MISC permit. If the facility determines a need to discharge more wastewater than stated above, the facility must contact the DEEP to determine the best course of action.

Although not required to register the permit, the facility must still operate in compliance with the MISC permit since they do release MISC wastewater. In order to be in compliance with the permit, at a minimum the facility must perform the following:

- Keep maintenance records showing that there have not been spills; and
- Follow the BMPs and other conditions specified in the MISC General Permit (for example, proper chemical storage and good housekeeping).

The Consultant must discuss these operational requirements in their letter.

MISC WASTEWATER - TECHNICAL HIGH SCHOOLS WITH AUTOMOTIVE PROGRAMS:

If renovations/additions are planned at a Technical High School, and changes will be made to their Automotive Program, then the following statement may be included in the Permit Letter (if applicable, and if discharge is to a municipal sanitary sewerage system):

“Students in the Automotive Technology Program at _____ Technical High School (the “facility”) receive instruction in engine mechanical systems, vehicle maintenance, and shop operation. Technology-related mathematics, reading, writing, vocabulary, blueprint reading and science are integrated throughout the curriculum.

Since the Automotive Technology Program is a collaboration of instructional coursework, operational curriculum, and vehicle maintenance, the program does not qualify as a “routine vehicle servicing operation”. Therefore, the wastewater that is generated at the Automotive Technology shop can be covered under the *General Permit for Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater* (“MISC permit”) as “undesignated miscellaneous sewer compatible wastewater”.

In order for the discharge from the shop to be in compliance with the MISC permit, the facility must discharge the wastewater to a municipal sanitary sewerage system. In addition, the facility must follow the treatment and control requirements, best management practices, and other conditions that are described in Section 5 of the MISC permit.

The facility is authorized to discharge no more than 500 gallons per day of “undesignated” sewer compatible wastewaters without the filing of a registration, provided such discharge is consistent with Section 4(b) of the MISC permit. If the facility determines a need to discharge more wastewater than stated above, the facility must contact the DEEP to determine the best course of action.”

UNDERGROUND STORAGE TANK(S):

If an underground storage tank(s) (UST) is installed as part of the project, then the Consultant must provide a site plan showing the location of the UST, all installation specs, and all operational specs (including warranties) to the facility with a copy to DCS Environmental Planning.

If an UST is removed as part of the project, then the Consultant must remove the tank in accordance with the DEEP regulations, including the collection of soil and/or groundwater samples, the preparation of a Tank Removal Report, and remedial actions if necessary.

The UST installation/removal must be registered by the Consultant with the DEEP using all applicable DEEP UST Registration Forms (with a copy to DCS Environmental Planning and the facility).

**ACID NEUTRALIZATION TANKS:**

If the project involves the installation of an acid neutralization tank, then the Consultant must include a paragraph similar to the following. The Consultant must evaluate the quantity of discharge, and **if below 500 gallons per day**, they may use the following paragraph (after it has been customized to the project). Items that should be customized are noted in [brackets]:

“The acid waste neutralization tank collects the wastewater from the [science labs] and neutralizes the acidic waste before discharging it. The [only] acid currently being used is [acetic (vinegar) at a rate of 8 liters per year of vinegar (pH3)]. The quantities of acidic liquids will consist of [500 milliliters per year of hydrochloric acid (pH1), 500 milliliters per year of sulfuric acid (pH1), and 200 milliliters per year of nitric acid (pH1)]. The acid waste is drained into an approved neutralizer adequate to handle [8 liters of acidic waste per year]. The discharge from the acid waste neutralization tank is covered under the *General Permit for Miscellaneous Discharges of Sewer Compatible (MISC) Wastewater*. Since the discharge is less than 500 gallons per day, the facility does not need to file a registration. However, the facility must still operate in accordance with the MISC permit, which includes, but is not limited to, following the treatment and control requirements and best management practices in Section 5 of the MISC GP.

The facility is authorized to discharge no more than 500 gallons per day of “undesigned” sewer compatible wastewaters without the filing of a registration, provided such discharge is consistent with Section 4(b) of the MISC permit. If the facility determines a need to discharge more wastewater than stated above, the facility must contact the DEEP to determine the best course of action.”

**End
Permit Evaluation
And Letter Instructions**

To: Donald J. DeFronzo,
 Acting CTDCS Commissioner

Date:

Agency: Department of Construction Services

CTDCS Project No.:
**Project Name and
 Location:**

Address: 165 Capitol Avenue
 Hartford, CT 06106

Part 1 – Preconstruction Phase Prior To Bid Phase And/Or Building Permit Application:

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

Commissioner:

or

_____ (Typed Name)

_____ (Signature)

_____ (Date)

**Authorized
 Representative:**

_____ (Typed Name)

_____ (Signature)

_____ (Date)

Consultant:

_____ (Typed Name)

_____ (Signature)

_____ (Date)

Registration No. _____

(See Form 7150) Part 2- Completed Construction Prior To Agency Occupancy And/Or Application For Certificate Of Occupancy:

THIS IS TO CERTIFY THAT to the best of my knowledge, information, and belief: 1.) the Completed Project, described above, or 2.) the Designated Portion of the Work thereof, described below, is in substantial compliance with the approved plans and specifications and the requirements of the Connecticut State Building Code and all other applicable codes as required by Chapter 541, Connecticut General Statutes.

Description of Work or Designated Portion of the Work:

Consultant:

_____ (Typed Name)

_____ (Signature)

_____ (Date)

Registration Number: _____

**General Contractor
 or CMR:**

_____ (Typed Name)

_____ (Signature)

_____ (Date)

Commissioner:

OR

_____ (Typed Name)

_____ (Signature)

_____ (Date)

**Authorized
 Representative:**

_____ (Typed Name)

_____ (Signature)

_____ (Date)

Copies : Agency DCS OSBI GC or CMR CA or OR File

To: Donald J. DeFronzo,
 Acting CTDCS Commissioner

Agency: Department of Construction Services

Address: 165 Capitol Avenue
 Hartford, CT 06106

Date:

CTDCS Project No.:
Project Name and
Location:

(See Form 3150) Part 1 – Preconstruction Phase Prior To Bid Phase And/Or Building Permit Application:

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

Commissioner:

or

Authorized Representative:

Consultant:

(Typed Name)

(Signature)

(Date)

(Typed Name)

(Signature)

(Date)

(Typed Name)

(Signature)

(Date)

Registration No.

Part 2 - Completed Construction Prior To Agency Occupancy And/Or Application For Certificate Of Occupancy:

THIS IS TO CERTIFY THAT to the best of my knowledge, information, and belief: 1.) the Completed Project, described above, or 2.) the Designated Portion of the Work thereof, described below, is in substantial compliance with the approved plans and specifications and the requirements of the Connecticut State Building Code and all other applicable codes as required by Chapter 541, Connecticut General Statutes.

Description of Work or Designated Portion of the Work:

Consultant:

(Typed Name)

(Signature)

(Date)

Registration Number:

General Contractor or CMR:

(Typed Name)

(Signature)

(Date)

Commissioner:

OR

Authorized Representative:

(Typed Name)

(Signature)

(Date)

(Typed Name)

(Signature)

(Date)

Copies : Agency DCS OSBI GC or CMR CA or OR File



Certificate of Substantial Completion

To: Insert Contractor's Name
(Typed Name)

Project No.: Insert Project Number

From: Insert PM's Name
(Typed Name)

Project Name Insert Project Name

Title: Insert PM's Title
(Typed Title)

Project Location: Insert Project Location

Description of Project Designated Portion thereof:
Insert Description

The Work performed under this Contract has been reviewed and found, in accordance with Article 30 Completion And Acceptance of the CT DCS General Conditions, to be substantially complete to the best knowledge of the Construction Administrator or Owner's Representative, Consultant and Owner. Substantial Completion is that stage in the progress of the Work when the Work, or designated portion of the Work thereof, is sufficiently complete in conformity with the Contract Documents to permit the Owner to occupy or utilize the Work for its intended use. The date of **Substantial Completion** of the Project, designated above, or portion thereof, is hereby established as **Insert Date** which, except as otherwise noted, is the date of the commencement of applicable warranties required by the Contract Documents and is the date the Owner accepts the Work, or designated portion thereof, as substantially complete and will assume full possession of thereof.

Construction Administrator or Owner's Representative: _____
(Typed Name) (Signature) Date

Consultant: _____
(Typed Name) (Signature) Date

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor or CMR to complete all Work in accordance with the Contract Documents. The responsibilities of the Owner and of the General Contractor or CMR for maintenance, heat, utilities, damage to the Work and insurance are attached.

The Contractor or CMR will complete or correct the Work on the list of items hereto within Ninety (90) Calendar Days from the above date of Substantial Completion unless otherwise indicated.

General Contractor or CMR: _____
(Typed Name) (Signature) Date

Owner: _____
(Chief Architect or Authorized Representative) (Typed Name) (Signature) Date

Copies: CA or OR Chief Architect Consultant GC or CMR Agency other _____



Owner: CT Department of Construction
Services

**CT DCS Contract/Project
No:** _____

Address: 165 Capitol Avenue
Hartford, CT 06106

Project Name:
(And Location)

Commissioner: Donald J. DeFronzo

General Contractor or CMR:
(Name and Address)

Description of Work:
(Description, Name, Location)

Pursuant to Connecticut General Statutes, Section 4-61, I, the duly authorized representative of the State of Connecticut and the Owner of the above referenced Project, hereby certify that the Work described by the above noted Contract is accepted by the Owner.

The date of the Acceptance of the Work is hereby established as _____

Any uncompleted items of this Work, listed in the attached Exhibit A, will be completed by the Owner. Any uncompleted items of this Work, listed in the attached Exhibit B, shall remain the responsibility of the General Contractor or CMR. This Certificate of Acceptance is not a determination of or an acknowledgement by the State of Connecticut regarding the workmanship or quality of the Work described by this contract.

Commissioner: Donald J. DeFronzo

Signature

Date

OR

**Duly
Authorized Representative:** _____

Typed or Printed Name

Signature

Date

Copies : Agency GC or CMR Consultant CA or OR Chief Architect Claims Unit Process Management



**Certificate of Acceptance
Exhibit A**

Attached to and forming part of Certificate of Acceptance dated _____

The following is a list of the Uncompleted Items of the work that will be completed by the Owner for the State of Connecticut Department of Construction Services Number: _____

Item Number	Description Of The Work

**Certificate of Acceptance
Exhibit B**

Attached to and forming part of Certificate of Acceptance dated: _____

The following is a list of the Uncompleted Items of work that shall remain the responsibility of the General Contractor or CMR for the State of Connecticut Department of Construction Services Number: _____

Item Number	Description Of The Work

End

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 70 00
Conditions Of The Contract**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 72 53
General Conditions Of The
Contract For Construction (D-B)
(Single Prime Contract)**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

General Conditions of the Contract For Construction (D-B)
Department of Construction Services
State of Connecticut
Table of Contents

Article	Title	Page
1	Definitions	3
2	Conditions Of Work	2
3	Correlation Of Contract Documents	3
4	Commencement And Progress Of Work	4
5	Submittals, Product Data, Shop Drawings And Samples	5
6	Separate Contracts	6
7	Cooperation Of Trades	6
8	Minimum Wage Rates	7
9	Posting Minimum Wage Rates	7
10	Project Schedules	7
11	Preference In Employment	8
12	Deleted Work	8
13	Materials: Standards	8
14	Inspection And Tests	9
15	Royalties And Patents	10
16	Surveys, Permits, And Regulations	10
17	Diesel Vehicle Emissions Control	11
18	Protection Of The Work, Persons And Property	12
19	Temporary Utilities	13
20	Correction Of Work	13
21	Cutting, Fitting, Patching, And Digging	13
22	Cleaning Up	13
23	All Work Subject To Control Of The Commissioner	14
24	Authority Of The Construction Administrator	14
25	Schedule Of Values: Application For Payment	14
26	Partial Payments	15
27	Delivery Of Statement Showing Amounts Due For Wages, Materials, And Supplies	16
28	Completion And Acceptance	16
29	Final Payment	17
30	Owner's Right To Withhold Payments	18
31	Owner's Right To Stop Work	19
32	Foreign Materials	20
33	Hours Of Work	20
34	Days Of Work	20

Article 1 Definitions

Except as otherwise defined herein, all capitalized terms shall have the meaning ascribed to them as set forth in the Design-Build Agreement.

- 1.1 Additional or Deleted Work:** Work required by the Owner that, in the judgment of the Owner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.
- 1.2 Agency Representative:** The User Agency Representative has the administrative authority for the Agency's facility and or site(s) where the work is being performed but does not have the authority to change or amend the Contract Documents or direct the Design-Builder.
- 1.3 Application For Payment, Partial Payment, or Requisition:** Design-Builder's certified request for payment for completed portions of the Work and, if the Agreement so provides, for materials or equipment suitably stored pending their incorporation into the Work.
- 1.4 As-Built Drawings:** Design and Construction Drawings revised by the Design-Builder's Contractor and Design Professional to show all significant modifications made during the construction process.
- 1.5 Equal(s):** A replacement for the specified material, device, procedure, equipment, etc., which has been determined by the Design Professional 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 Design Professional's design intent of the specified material, device, procedure, equipment, etc.
- 1.6 Final Inspection:** Review of the Work by the Design-Builder and Owner to determine Acceptance Of The Work.
- 1.7 Final Payment:** The last payment made by the Owner to the Design-Builder, made after the Owner issues a Certificate of Acceptance and all unfulfilled contract items are completed or corrected in accordance with the requirements of the Contract Documents. Payment shall include the entire unpaid balance of the Contract Price as adjusted by Amendments.
- 1.8 Mobile Source:** As defined in Section 22a-174-1(66), Regulations of Connecticut State Agencies, as may be amended, "A source designed or constructed to move from one location to another during normal operation except portable equipment and includes, but is not limited to, automobiles, buses, trucks, tractors, earth moving equipment, hoists, cranes, aircraft, locomotives operating on rails, vessels for transportation on water, lawnmowers, and other small home appliances."
- 1.9 Modification:** Supplemental Instructions for minor changes in the Work and/or additional instructions regarding the Work not requiring an Agreement Amendment.
- 1.10 Notice To Proceed:** Written notice, issued by the Owner to the Design-Builder authorizing the Design-Builder to proceed with the Work and establishing the Date of Commencement of the Contract Time.
- 1.11 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.
- 1.12 Proposal:** The design, technical and cost proposal packages requirements of the RFP to be submitted by the Proposers on the Request for Proposal due date.

- 1.13 Proposal Documents:** All of the documents required to be produced by the Design-Builder's response to the RFP.
- 1.14 Proposer:** A person, partnership, corporation, or other legal entity authorized to submit a Proposal for the Project.
- 1.15 Record Documents:** Are the Design-Builder's As-Built Drawings updated by the Design-Builder's Design Professional documenting how the project is finally constructed, reflecting all changes caused by Addenda, Agreement Amendments & other modifications, and observed changes.
- 1.16 Retainage:** A percentage of each Application for Payment and a percentage of the total Contract Price retained by the Owner.
- 1.17 Sensitive Receptor Sites:** Areas where concentrations of diesel emissions may be harmful to sensitive populations, including, but not limited to, hospitals, school and university buildings being occupied during a student semester, residential structures, daycare facilities, elderly housing, and convalescent facilities.
- 1.18 Shop Drawings:** Drawings provided to the Owner by a Design-Builder that illustrates construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.
- 1.19 Submittals:** Documents including, but not limited to, samples, manufacturer's data, shop drawing, or other such items submitted to the Owner by the Design-Builder for the purpose of approval or other action, as required by the Contract Documents.
- 1.20 Substitution(s):** A material, product, procedure, or item of equipment in place of that specified.
- 1.21 Superintendent:** The Design-Builder's authorized representative at the site who is responsible for continuous field supervision, coordination, direction of the performance and completion of the work, and unless another person is designated in writing by the Design-Builder to the owner and the CA the Superintendent shall be responsible for the prevention of accidents.
- 1.22 Supplier or Vendor:** Any individual or business entity that contracts with the Design-Builder to provide materials or equipment.
- 1.23 Total Cost:** Monetary value stated in the Total Cost Proposal Form as the sum for which the proposer offers to perform all of the Work described in the Request For Proposals without any exclusions or exceptions.
- 1.24 User Agency:** The agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.
- 1.25 Warranty:** A written, legally enforceable assurance of specified quality or performance of a product or work or of the duration of satisfactory performance.

Article 2 Conditions Of Work

- 2.1** The Design-Builder shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare their 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 Design-Builder shall be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents. If the Design-Builder performs any actions or construction activity knowing it involves an error, inconsistency, or omission in their Contract Documents, the

Design-Builder 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 Design-Builder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Design-Builder with their Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Construction Administrator at once. 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 Design-Builder's plans shall be corrected by the Design-Builder without additional compensation.
- 2.4 In performing the Work, the Design-Builder 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 Design-Builder prior to Contract signing.
- 2.6 The Design-Builder shall perform the Work in accordance with their Contract Documents and approved submittals pursuant to Article 5.

Article 3 Correlation Of Contract Documents

- 3.1 All of 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 shall be utilized:
 - 3.1.1 If any discrepancy exists between Contract Documents, then the Design-Builder shall provide the greater quality or greater quantity of the more stringent requirement.

Article 4 Commencement And Progress Of Work

- 4.1 The Design-Builder shall commence work as specified in the Design Build Agreement. The Design-Builder shall complete all the Work necessary for Acceptance of the Work, including but not limited to Substantial Completion, Contract close-out, testing and demonstration of all systems as required for acceptance, punchlist Work, training, and submission of Record Documents, manuals, warranties and guarantees as stated in the RFP.
- 4.2 Time is of the essence with respect to the Contract Time. By executing the Contract, the Design-Builder confirms and agrees that the Contract Time is a reasonable period to perform the Work. The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The Design-Builder may, at his discretion, plan to complete the work and achieve Substantial Completion in less time than the Contract Time.
- 4.3 The Design-Builder's early completion schedule notwithstanding, the Owner reserves the right to order Modifications to the Work in accordance with the Design-Build Agreement at any time during the Contract Time.
- 4.4 Except as otherwise may be provided herein, extensions of time shall be the Design-Builder's sole remedy for such delay. No payment or compensation of any kind shall be made to the Design-Builder for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.
- 4.5 The Design-Builder 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.

Any extension of the Contract Time shall be in accordance with the requirements of this Article 4 and the requirements of Article 4, "Changes In The Work" of the Design-Build Agreement.

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

Article 5 Submittals, Product Data, Shop Drawings, And Samples

- 5.1 The Design-Builder shall review, approve and submit to the Construction Administrator all submittals including but not limited to Design Submittals, Product Data, Shop Drawing, and Sample Manufacturers, with such promptness as to cause no delay in the Work.
- 5.2 Correction or review of such submittals, Shop Drawings, Product Data sample will be made with reasonable promptness by the Construction Administrator. Approval will be general only and shall not relieve the Design-Builder 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 reviewed by the Construction Administrator.
- 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 Project with the Owner's own forces, or to let separate contracts relating to the Project site or in connection with work on adjoining sites. In such cases, the Design-Builder 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 and Subcontractors 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 and Subcontractors involved, including contractors under separate Contracts with the Owner.
- 6.3 The Design-Builder 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 Design-Builder may cause other Contractors. If the Design-Builder experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the Project, then as between the Owner and the Design-Builder, the Design-Builder shall bear such loss.
- 6.4 Insofar as possible, the Design-Builder 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 Design-Builder 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 Design-Builder's failure to coordinate the Work with any contractor or subcontractor.

Article 7 Cooperation Of Trades

- 7.1 The Design-Builder shall be responsible for and shall control all activities of its Contractors and Subcontractors. The Contractors and Subcontractors shall consult and cooperate with one another. Each shall furnish all necessary information to each other and shall layout and install their own portion of the 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 Minimum Wage Rates

- 8.1 Each Design-Builder's contractor or subcontractor performing work for the Owner are subject to the provisions of CGS 31-53, as amended.
- 8.2 Each Design-Builder shall:
 - 8.2.1 Keep, maintain and preserve such records relating to the wages and hours worked by each person performing the work of any mechanic, laborer and worker and a schedule of the occupation or work classification at which each person performing the work of any mechanic, laborer or worker on the project is employed during each work day and week in such manner and form as the Labor Commissioner establishes to assure the proper payments due to such persons or employee welfare funds under CGS 31-53;
 - 8.2.2 The Design-Builder shall provide weekly certified payrolls to the Owner for all persons working on the site.
- 8.3 In accordance with CGS §31-55a, as amended, each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor. Such prevailing wage adjustment will not be considered a matter for an Agreement Amendment.

Article 9 Posting Minimum Wage Rates

- 9.1 Every contractor or subcontractor performing work for the state subject to the provisions of section 31-53, as amended, shall post the prevailing wages as determined by the Connecticut Labor Commissioner in prominent and easily accessible places at the site of work or at such place or places as are used to pay its employees their wages.

Article 10 Project Schedules

- 10.1 Unless otherwise specified in the Contract Documents, within twenty-one (21) calendar days from the Date of Commencement, the Design-Builder shall submit the following to the Owner for approval:
 - 10.1.1 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.
 - 10.1.2 The Design-Builder 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 Design-Builder shall allow a minimum of eight weeks for testing and acceptance of the Work by the Owner and its agents.
 - 10.1.3 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 design and construction activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The Design-Builder shall show all pertinent activities requiring coordination between trades.
 - 10.1.4 When the Contract Documents specify a "Project Schedule" a detailed design and 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.

- 10.2 Unless otherwise specified under the Contract Documents, the Design-Builder shall provide a monthly update of the CPM Schedule or Project 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 Design-Builder shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.
- 10.3 Applications for Payment will not be processed until the Design-Builder has complied with this requirement.

Article 11 Preference In Employment

- 11.1 Should the Agreement be for the design and 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.
- 11.2 Should the Agreement be for a public works project other than for the design and construction, remodeling or repairing of public buildings covered by Section 31-52, of the Connecticut General Statutes as amended 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.
- 11.3 The provisions of this Section shall not apply where the state or any subdivision thereof may suffer the loss of revenue granted or to be granted from any agency or department of the federal government as a result of this Section or regulations related thereto.

Article 12 Deleted Work

- 12.1 Without invalidating any of the terms of the Agreement, the Owner may order deleted from the Agreement any items or portions of the Work deemed necessary by the Owner.
- 12.2 The amount to be deducted from the Contract Price for such deletions shall be determined in accordance the provisions of Article 5, "Changes In The Work" of the Agreement.

Article 13 Material Standards

- 13.1 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 Design-Builder shall use the named manufacturer and no Equals or Substitutions will be allowed. Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the Owner in advance, may be considered, in the Owner's discretion defective.
- 13.2 The Contract Documents shall be adhered to in all cases where they call for quality of materials, quality of workmanship, or quality of construction that is equal to or in excess of the quality called for in the specified manufacturer's recommendations or requirements. There may be no deviations from the Contract Documents except to the extent that the said deviations shall be necessary in order to comply with the manufacturers express recommendations or express requirements.

- 13.3** Unauthorized Substitutions at Design-Builder's Risk. The Design-Builder is financially responsible for any additional costs or delays resulting from using materials, equipment, or fixtures other than those specified. The Design-Builder shall reimburse the Owner for any increased design, contract administration costs or the replacement costs resulting from such unauthorized substitutions.
- 13.4** Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use. The Design-Builder is to adhere to the specific requirements of the Contract Documents.
- 13.5** When three (3) manufacturers are named in the RFP Technical Specification Sections no Equals or Substitutions to the three (3) manufacturers named shall be permitted. When Performance Specifications are used in the RFP Technical Specification Sections the Design-Builder shall submit technical information to the Owner substantiating that the substance and function considering quality, workmanship, economy of operation, durability and suitability for purposes intended including the size, rating and cost of the submitted product meets all of the performance specification requirements. All submissions must include all the required data for the evaluation of the manufacturers' product or procedure as specified in the RFP.
- 13.6** The Design-Builder 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 Design-Builder warrants that the Design-Builder has good title to all materials and supplies used by it in the Work.
- 13.7 Hazardous Materials:** The Design-Builder's work shall not require or suggest the use of hazardous materials or products containing hazardous materials. If the use of hazardous material cannot be avoided, i.e., there is no substitute product, then the product must be identified as containing hazardous material and the State must be notified of that fact in writing.
- 13.7.1** All products and systems specified and supplied to the State by the Design-Builder shall be certified that, to the best of the Design-Builder's supplier's knowledge, there are no materials that are classified as hazardous materials being used within the assembly.
- 13.7.2** If there is any indication that an area of an existing building might have asbestos containing materials (ACM), it shall be the responsibility of the Design-Builder for testing and abating all ACM in accordance with the requirements of Section 012900, Renovation/Demolition Project Procedures of DB RFP Volume 1, General Requirements.
- 13.7.3** The Design-Builder shall insure that any hazardous materials are removed or isolated in accordance with all state, federal, or local laws, rules or regulations affecting health and human safety or the environment and in accordance with the requirements of Section, 01020, Renovation/Demolition Project Procedures of Part 5, "DB RFP Volume 1, D-B General Requirements". This shall include Asbestos Containing Material, Lead, products Containing Persistent Bioaccumulative Toxic Chemicals" (PBT's) such as Polychlorinated Biphenols (PCB's), Di-2-ethylhexyl Phthalate (DEHP), and Mercury: Furthermore, prior to any renovation of an existing structure the Design-Builder shall have a Report prepared and shall inform all persons electing to do work on this Project, so they are aware of the presence of different hazardous materials and to take standard industry care of the matter.

Article 14 Inspections And Tests

- 14.1** 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.
- 14.2** All material and workmanship, if not otherwise designated by the Contract Documents, shall be subject to inspection, examination and test by the Owner 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 Design-Builder except when the tests show the Work to be defective. The Design-Builder shall pay for all the costs associated with re-tests and re-inspections for all tests and inspections which fail. All other tests, unless otherwise specified, shall be made at the Design-Builder expense. Notice of the time of all tests to be made at the site and copies of tests reports shall be given to the Owner. Without additional cost to the Owner, the Design-Builder shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The Design-Builder shall furnish promptly all reasonable facilities, labor, and materials necessary to make all such testing safe and convenient.

- 14.3 Without additional cost to the Owner, the Design-Builder shall immediately forward copies of all inspection testing inspection reports, logs, and etc to the Owner upon completion of the test or inspection.
- 14.4 If, at any time before Acceptance of the Work, the Owner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the Design-Builder 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 Design-Builder or any of the Design-Builder's Subcontractors, or if any Work shall have been covered without the approval or consent of the Owner (whether or not it is found to be defective), the Design-Builder 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 Owner's and the Construction Administrator's administrative costs, and other costs for services of other consultants.

Article 15 Royalties and Patents

- 15.1 If the Design-Builder desires to use any design, device, material, or process covered by a patent or copyright, the Design-Builder shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The Design-Builder shall furnish a copy of this legal agreement to the Owner.
- 15.2 The Design-Builder 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 Acceptance of the Work.

Article 16 Surveys, Permits, And Regulations

- 16.1 Unless otherwise provided for, the Design-Builder shall furnish surveys necessary for the execution of the Work. The Owner will furnish the Contractor with two baselines and a benchmark. .
- 16.2 The Design-Builder shall obtain and pay for permits and licenses necessary for the execution of the Work and the occupancy and use of the completed Work.
- 16.3 The Design-Builder 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.
- 16.4 If underground utilities may involve part of the Work, the Design-Builder is required to request "Call-Before-You Dig" to verify the location of underground utilities as least three (3) Working Calendar Days prior to the start of any excavation. The Design-Builder shall also notify the Owner and Agency at least five (5) Calendar Days prior to the start of any excavation. If "Call-Before-You-Dig" fails to respond to the Design-Builder request, then the Design-Builder shall obtain the services of a qualified underground utility locating firm, at no cost to the Owner, to verify locations of underground utilities prior to the start of any excavation. The Design-Builder shall be held responsible for providing safety, protecting the Work and protecting the workmen as necessary to perform the Work. The Design-Builder shall be responsible for maintaining and protecting all original utility mark-out at no cost to the Owner.
- 16.5 During the design phase, the Design-Builder shall determine the need for any easements including,

but not limited to, easements in connection with utility services required for the project. Prior to construction, the Design-Builder shall provide the following items for the Owner's review: (1) a map of the proposed easement area, (2) a metes and bounds legal description of the proposed easement area, and (3) a preliminary draft of the easement agreement. If the Design-Builder is unable to provide these items prior to the start of construction, then the Design-Builder shall submit a written schedule of when each item will be complete and an acknowledgement that the Design-Builder waives all claims relating to delays due to easements not being in place.

Article 17 Diesel Vehicle Emissions Control

- 17.1** The Design-Builder shall be responsible for compliance with the following provisions:
- 17.1.1** The Design-Builder's diesel powered non-road construction equipment with engine horsepower (HP) ratings of 60 HP and above, that are on the Project or are assigned to the Project for a period in excess of thirty (30) consecutive calendar days shall be retrofitted with emission control devices in order to reduce diesel emissions. In addition, all motor vehicles and-or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.
- 17.1.2** Retrofit emission control devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that is:
- .1** Included on the U.S. Environmental Protection Agency (EPA) "Verified Technology List," as may be amended from time to time <http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm> and
 - .2** Verified by EPA to provide a minimum emissions reduction of 20% particulate matter (PM₁₀), 40% carbon monoxide (CO), and 50% hydrocarbons (HC).
- 17.1.3** Construction shall not proceed until all diesel powered non-road construction equipment meeting the criteria in provision 19.1.1 have been retrofitted, unless the Owner grants a waiver under provision 19.2.
- 17.1.4** The Design-Builder shall at least monthly, assess which diesel powered non-road construction equipment are subject to these provisions. The Design-Builder shall notify the Construction Administrator of any violations of these provisions.
- 17.1.5** Idling of delivery and/or dump trucks, or other diesel powered equipment shall be limited to three (3) minutes during non-active use in accordance with the Regulations of Connecticut State Agencies Section 22a-174-18(b)(3)(C), which states, in part:
"[N]o person shall cause or allow...a mobile source to operate for more than three (3) consecutive minutes when such mobile source is not in motion, except as follows:
- .1** *When a mobile source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,*
 - .2** *When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,*
 - .3** *When it is necessary to operate auxiliary equipment that is located in or on the mobile source to accomplish the intended use of the mobile source,*
 - .4** *To bring the mobile source to the manufacturer's recommended operating temperature,*
 - .5** *When the mobile source is undergoing maintenance that requires such mobile source be operated for more than three (3) consecutive minutes, or*
 - .6** *When a mobile source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."*
- 17.1.6** All work shall be conducted to ensure that no harmful effects are caused to adjacent sensitive receptor sites. Diesel powered engines shall be located away from fresh air intakes, air conditioners, and windows.

- 17.1.7 If any diesel powered non-road construction equipment is found to be in non-compliance with these provisions by the Construction Administrator, the Design-Builder will be issued a Non-Conformance Notice and given a 24 hour period in which to bring the equipment into compliance or remove it from the project. The Design-Builder's failure to comply with these provisions shall be reason to withhold payment as described in this Article 33.
- 17.1.8 Any costs associated with these provisions shall be included in the general cost of the Agreement. In addition, there shall be no time granted to the Design-Builder for compliance with these provisions. The Design-Builder's compliance with these provisions and any associated regulations shall not be grounds for a Agreement Amendment.
- 17.2 The Owner reserves the right to waive all or portions of these provisions at his-her discretion. The Design-Builder may request a waiver to all or portions of these provisions with written justification to the Owner as to why the Design-Builder cannot comply with these provisions. A waiver, to be effective, must be granted in writing by the Owner.

Article 18 Protection Of The Work, Persons, And Property

- 18.1 The Design-Builder shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the Design-Builder, 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.
- 18.2 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 Design-Builder 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.
- 18.3 The Design-Builder 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 Design-Builder 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).
- 18.4 The Design-Builder 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.
- 18.5 The Design-Builder 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 Design-Builder at the commencement of the construction.
- 18.6 The Design-Builder shall at all times protect excavation, trenches, buildings and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.
- 18.7 The Design-Builder shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep excavation, basements, footings, and foundations free of water.
- 18.8 The Design-Builder shall remove all snow and ice as may be required for access to the site and proper protection and prosecution of the Work.

- 18.9 The Design-Builder 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.
- 18.10 During cold weather the Design-Builder shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the Design-Builder may cease Work upon the written approval of the Owner.

Article 19 Temporary Utilities

- 19.1 Unless expressly provided for otherwise in the Contract Documents, the Design-Builder shall include in their Proposal 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 20 Correction Of Work

- 20.1 The Design-Builder shall promptly and without expense to the Owner remove from the premises all materials rejected by or unacceptable to the Owner as failing to conform to the Contract Documents, whether incorporated in the Work or not.
- 20.2 The Design-Builder 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 the Design-Builder's other Contractors or Subcontractors destroyed or damaged by such removal or replacement.
- 20.3 If the Design-Builder, 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 Design-Builder.
- 20.4 Such action shall not affect the obligation of the Design-Builder 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 Owner 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 Price shall be reduced by such amount as, in the judgment of the Owner, shall be equitable.
- 20.5 No extension of time will be given to the Design-Builder 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 Owner, shall be completed within ninety (90) Calendar Days of the established Substantial Completion date.
- 20.6 Final Payment shall not relieve the Design-Builder of responsibility for the defects in material or workmanship.
- 20.7 Unless expressly provided for otherwise in the Contract Documents, the Design-Builder 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 established date of Substantial Completion. The Design-Builder shall pay for any damage to other Work caused by such nonconforming Work or any damage created in correcting the nonconforming Work.

Article 21 Cutting, Fitting, Patching And Digging

- 21.1 The Design-Builder will perform or will cause the Subcontractors to perform all cutting, fitting or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Owner and in accordance with the Agreement and Plans and Specifications.
- 21.2 The responsibility for defective or ill-timed Work shall be with the Design-Builder, but such

responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the Owner, neither the Design-Builder nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

Article 22 Cleaning Up

- 22.1 The Design-Builder shall, on a daily basis, keep the premises free from accumulations of waste material or rubbish.
- 22.2 Prior to Acceptance of the Work, the Design-Builder 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 Owner in his sole discretion determines that the Design-Builder has failed to clean the work site, the Owner may remove the rubbish and charge the cost of such removal to the Design-Builder. A deduct Agreement Amendment will be issued by the Owner to recover such cost.

Article 23 All Work Subject To Control Of The Owner

- 23.1 The Project Manager is the Owner's authorized representative to act in matters involving the Owner's ability to revoke, alter, enlarge, or relax any requirement of the Construction Documents; to settle disputes between the Design-Builder and the Construction Administrator; and act on behalf of the Owner.
- 23.2 In no event may the Design-Builder act on any instruction of the User Agency Representative without written consent of the Owner. In the event the Design-Builder acts without such consent, they do so at their own risk and at their own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Owner.
- 23.3 In the performance of the work, the Design-Builder shall abide by all orders, directions, and requirements of the Owner at such time and places and by such methods and in such manner and sequence as the Owner may require.
- 23.4 The Owner 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.
- 23.5 The Design-Builder shall employ no plant, equipment, materials, methods or persons to which the Owner objects and shall remove no plant materials, equipment or other facilities from the site of the Work without the permission of the Owner. Upon request, the Owner shall confirm in writing any oral order, direction, requirement, or determination.
- 23.6 In accordance with the Connecticut General Statutes, the public auditors of the State of Connecticut and the auditors or accountants of the Commissioner of the Department of Construction Services shall have the right to audit and make copies of the books of the Design-Builder.

Article 24 Authority Of The Construction Administrator

- 24.1 The Construction Administrator is authorized to inspect all Work for conformance to the Design Build Agreement and the Design-Builder's Construction 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.
- 24.2 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 Design-Builder, nor shall the Construction Administrator interfere with the management of the Work by the Design-Builder. Any advice, which the Construction Administrator

may give the Design-Builder, shall in no way be construed as binding the Owner in any way, nor releasing the Design-Builder from the fulfillment of the terms of the Agreement.

- 24.3 In any dispute arising between the Design-Builder and the Construction Administrator with reference to inspection and rejection of the Work, the Construction Administrator may suspend work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Owner.

Article 25 Schedule Of Values: Application For Payment

- 25.1 Immediately after the execution of the Agreement, the Design-Builder shall furnish for the use of the Owner as a basis for estimating partial payments, a certified Schedule of Values, totaling the Contract Price and broken down into quantities and unit costs, as outlined in the Construction 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 Owner, the Design-Builder shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.
- 25.2 Approval of the Schedule of Values by the Owner is required prior to any payment by the Owner.
- 25.3 The Schedule of Values shall include a breakdown of (i) the Design-Builder general condition costs and (ii) Design Professional Fees.
- 25.4 Non-recurring costs, (i.e. mobilization costs, utility hook-ups, temporary heat) will be paid at the time of occurrence.
- 25.5 Recurring costs will be paid in proportion to the percent of completion of the Project.
- 25.6 The Schedule of Values shall include a breakdown of construction closeout costs including systems certification testing and acceptance, training, warranties, guarantees, as-builts and attic stock.
- 25.7 The Design-Builder 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 Owner.

Article 26 Partial Payments

- 26.1 The Owner will examine the Design-Builders Applications For Payments to determine, in the opinion of the Owner, the amounts that properly represent the value of the Work completed and for the materials suitably stored on the site.
- 26.2 In making such Application For Payment for the Work, there shall be deducted (10%) ten percent of the amount of each Application for Payment to be retained by the Owner as Retainage until Acceptance of the Work. The cost of professional services and permits will not be subject to the retainage requirement. However, the Design-Builder shall be required to separately account on each progress Application for Payment, the fee of the design professional with the percentage of completion for the phase of design being invoiced at that time.
- 26.3 Retainage withheld at Final Payment shall not be more than ten percent (10%) of the value of the Contract Price.
 - 26.3.1 The Owner has the sole discretion in the determination of reduction in Retainage. At (50%) fifty percent completion of the Work the Department of Construction Services Project Manager may issue a "Contractor's Performance Evaluation". If the Design-Builder's Contractor receives a performance evaluation score of "Good" or better then the Retainage withheld may be reduced by (50%) fifty percent of the Retainage. All subsequent Applications For Payment shall be subject to the Retainage amount as determined at the sole discretion of the Owner. In the event of a reduction in Retainage the minimum Retainage withheld at Final Payment shall not be less than five percent (5%) of the Contract-Price.

- 26.3.2 A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of (60) sixty units and with no individual evaluation items rated (0) zero.
- 26.4 The decision of the Owner to reduce the Retainage rate will be based upon the Design-Builder's Performance Evaluation score for completed portions of the Work as set out above and other factors that the Owner may find appropriate as follows:
 - 26.4.1 The Contractor's timely submission of an appropriate and complete Project Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or Construction Administrator's comments on the submitted material resulting in an appropriate basis for progress of the Work.
 - 26.4.2 The Design-Builder's timely and proper submission of all Contract Document required submissions: including but not limited to shop drawings, material certificates and material samples and the prompt resolution of the Owners and/or Construction Administrator's comments on the submitted material resulting in an appropriate progress of the Work.
 - 26.4.3 The Design-Builder'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.
 - 26.4.4 The Work completed to date has been installed or finished in a manner acceptable to the Owner.
 - 26.4.5 The progress of the Work is consistent with the approved Project Schedule.
- 26.5 No payments will be made for improperly stored or protected materials or unacceptable Work.
- 26.6 At his sole discretion, the Owner may allow to be included in the monthly requisitions payment requests for materials and equipment stored off the site.
 - 26.6.1 In the event the Owner allows the Design-Builder to include in his Application For Payment requests for materials and equipment stored off the Site, the Design-Builder shall also submit any additional bonds and/or insurance certificates relating to off-site stored materials and equipment, and follow such other procedures as may be required by the State to obtain the Owner's approval of such requests.
 - 26.6.2 The Owner or Construction Administrator shall have inspected said materials and equipment and recommended payment. The Design-Builder shall pay for the cost of the Owner or Construction Administrator time and expense in performing these inspection services. If materials or equipment are stored out of state and require inspection by the Owner and/or Construction Administrator, the Design-Builder shall pay for the time and expense costs of sending the Owner and/or Construction Administrator to inspect.

Article 27 Delivery Of Statement Showing Amounts Due For Wages, Materials, And Supplies

- 27.1 For each Application for Payment under the Agreement, the Owner reserves the right to require the Design-Builder's Contractor and Subcontractors to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such Design-Builder's Contractor and Subcontractors daily or weekly wages to all laborers employed by them for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.
- 27.2 The term laborers as used herein shall include workmen, workwomen, and mechanics.
- 27.3 Failure to comply with this requirement may result in the Owner withholding the Application for Payment pursuant to Article 26.

Article 28 Completion and Acceptance

28.1 Substantial Completion:

- 28.1.1** When the Design-Builder considers that the Work or a portion thereof is Substantially Complete, the Design-Builder shall request an inspection of said Work to the Owner.
- 28.1.2** Upon receipt of the request, the Design-Builder, Owner, Construction Administrator, and User Agency Representative 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 Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item.
- 28.1.3** The Design-Builder shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner.
- 28.1.4** When the Work or designated portion thereof is determined to be Substantially Complete, the Design-Builder 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 Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance, are transferred to the Owner and shall fix the time within which the Design-Builder shall finish all items on the inspection list accompanying the Certificate.
- 28.1.5** The Certificate of Substantial Completion shall be signed by the Construction Administrator, Owner, the Design-Builder, and the Design-Builder's Design Professional.
- 28.1.6** Upon Substantial Completion of the Work or designated portion thereof and upon application by the Design-Builder and certification by the Design-Builder's Design Professional and Engineers of Record, Construction Administrator, and Owner. The Owner shall make payment reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

28.2 Acceptance of the Work:

- 28.2.1** Prior to Acceptance of the Work and the issuance of a Certificate of Acceptance, the Design Builder shall forward to the Construction Administrator a written request that the Work is ready for Final Inspection and Acceptance of the Work and shall also forward to the Construction Administrator, a Final Application for Payment.
- 28.2.2** When the Work has been accepted the Owner shall issue a Certificate of Acceptance.

Article 29 Final Payment

- 29.1** The Owner reserves the right to retain the amount stated in the Final Payment for the unfulfilled Agreement Work to be completed or corrected, as stated in the Certificate of Acceptance, less all prior payments and advances whatsoever to or for the account of the Design-Builder.
- 29.2** All prior estimates and payments, including those relating to extra or additional Work, shall be subject to correction by the Final Payment.
- 29.3** No Application For Payment, Final or Partial, shall act as a release to the Design-Builder or the Design-Builder's sureties from any obligations under this Agreement.
- 29.4** The Owner and Construction Administrator will promptly issue the Final 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 accepted as stated in the Certificate of Acceptance and that the entire balance found to be due the Design-Builder and noted in said Final Payment is due and payable.

- 29.5 Final Payment shall not be released until a Certificate of Acceptance and a Certificate of Compliance have been issued by the Owner.
- 29.6 Neither Final Payment nor any Retainage shall become due until the Design-Builder submits to the Owner the following:
 - 29.6.1 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.
 - 29.6.2 A certificate evidencing that insurance required by the Agreement will remain in force after Final Payment is made and will not be canceled or allowed to expire without at least thirty (30) Calendar Days prior written notice to the Owner.
 - 29.6.3 A written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.
 - 29.6.4 Written consent of surety, if any, to Final Payment.
 - 29.6.5 If required by the Owner, the Certificate of Acceptance shall list incomplete work and establish payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Work, to the extent and in such form as may be designated by the Owner. If a Design-Builder's Contractor or Subcontractor refuses to furnish a release or waiver required by the Owner, the Design-Builder 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 Design-Builder 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.
 - 29.6.6 If, after Substantial Completion of the Work, Acceptance of the Work, thereof is materially delayed through no fault of the Design-Builder or by issuance of Agreement Amendments affecting Acceptance of the Work and the Construction Administrator and Owner so confirm, the Owner shall, upon application by the Design-Builder and certification by the Construction Administrator and Owner, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than Retainage withheld, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder 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 30 Owner's Right To Withhold Payments

- 30.1 The Owner may withhold a portion of any payment due the Design-Builder that may, in the judgment of the Owner, be necessary:
 - 30.1.1 To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.
 - 30.1.2 To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the Design-Builder.
 - 30.1.3 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 Design Builder's Contractor or any of its Subcontractors.

- 30.2 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 Design-Builder.

- 30.3 The Owner has the right to withhold payment if the Design-Builder fails to provide accurate submissions of submittals, update the status of, but not limited to the following:
 - 30.3.1 as-built documents;
 - 30.3.2 request for information (RFI) log;
 - 30.3.3 schedule;
 - 30.3.4 submittal log;
 - 30.3.5 change log;
 - 30.3.6 certified payrolls
 - 30.3.7 daily reports; and
 - 30.3.8 all other requirement of the Contract Documents.

- 30.4 Neither Final Payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner through the Construction Administrator:
 - 30.4.1 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;
 - 30.4.2 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 29 days' prior written notice has been given to the Owner;
 - 30.4.3 A written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
 - 30.4.4 Consent of surety, if any, to Final Payment and
 - 30.4.5 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 Agreement, to the extent and in such form as may be designated by the Owner.

- 30.5 If a Design-Builder's Contractor or Subcontractor refuses to furnish a release or waiver required by the Owner, the Design-Builder 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 Design-Builder 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 31 Owner's Right To Suspend or Stop Work

- 31.1 The Owner shall have the authority to suspend the Work wholly or in part, for such period or periods as the Owner considers to be in the best interests of the State, or in the interests of public necessity, convenience, or safety. During such periods the Design-Builder shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the Design-Builder shall take precautions to protect the Work from damage.
 - 31.1.1 If the Owner, 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 Design-Builder believes that additional compensation and-or Contract Time is due as a result of such suspension or delay, the Design-Builder shall submit to the Owner in writing a request for a Agreement Amendment within seven (7) calendar days of receipt of the notice to

resume Work. The request shall set forth the specific reasons and support for said Agreement Amendment.

- 31.1.2 The Owner shall evaluate any such requests received. If the Owner agrees that the cost and/or time required for the performance of the Work 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 Design-Builder, its suppliers, contractor or Subcontractors, and was not caused by weather, then the Owner will make a reasonable adjustment, excluding profit, of the Agreement terms. The Owner will notify the Design-Builder of the determination as to what adjustments of the Contract, if any, that the Owner deems warranted.
- 31.1.3 No Agreement Amendment will be made unless the Design-Builder has submitted the request for an Agreement Amendment within the time prescribed.
- 31.1.4 No Agreement Amendment will be made under this Article to the extent that performance would have been suspended or delayed by any other cause within the Design-Builder's control or by any factor for which the Design-Builder is responsible under the Agreement or that such an Agreement Amendment is provided for or excluded under other term or condition of the Agreement.

Article 32 Foreign Materials

- 32.1 Preference shall be given to articles or materials manufactured or produced in the United States, conditions of quality and price with duty being equal.
- 32.2 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 33 Hours Of Work

- 33.1 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 Agreement, in accordance with CGS §31-57.
- 33.2 The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Owner, in accordance with CGS §31-57.

Article 34 Days Of Work

- 34.1 Working Calendar Days include all days that the Design-Builder is permitted to execute the Work or employ any person to execute the Work within the Agreement.
- 34.2 Non-working Calendar Days include all Saturdays, Sundays, Legal State Holidays and any other days identified in the Contract Documents that the Design-Builder 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 Owner.

End
00 72 53
General Conditions of the Contract For Construction (D-B)
(Single Prime Contract)

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 00 72 53.1
Supplementary Conditions Of The
General Conditions Of The Contract For Construction (D-B)
(Single Prime Contract)**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

**Supplementary Conditions of the General Conditions
Of The Contract For Construction (D-B)
Department of Construction Services
State of Connecticut**

1.0 SUPPLEMENTARY CONDITIONS:

1.1 These Supplementary Conditions modify the State of Connecticut, Department of Construction Services, Section 00 72 53 General Conditions of the Contract for Construction (D-B) (Rev. 05.01.08 S&G General Conditions & 09.02.11w/DCS edit), and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.

1.2 The terms used in these Supplementary Conditions which are defined in the Section 00 72 13 General Conditions of the Contract for Construction for Construction D-B) (Rev. 05.01.08 S&G General Conditions & 09.02.11w/DCS edit), have the meanings assigned to them in the General Conditions.

2.0 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (D-B):

2.1 ADD the following **SUBSECTION 3.2 TO ARTICLE 3, CORRELATION OF CONTRACT DOCUMENTS:**

3.6 In accordance with Public Act No. 11-51 (Effective July 1, 2011), wherever the term "Commissioner of Public Works" is used in the D-B RFP Documents for the Project or the "Proposal Documents" the term "Commissioner of Construction Services" shall be substituted in lieu thereof; and wherever the term "Department of Public Works" is used in the "Bidding Documents" or "Project Manual", the term "Department of Construction Services" shall be substituted in lieu thereof.

Article 1 Definitions

Add the following paragraphs 1.26, 1.27, 1.28, 1.29, and 1.30 to Article 1.

1.26 Commissioning (Cx): A quality focused process for enhancing the delivery of a project. The process focuses upon verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained to meet the Owner's Project Requirements.

1.27 Commissioning (Cx) Plan(s): The Design-Builder's overall Preliminary Cx Plan submitted with their Proposal and a fully developed Final Cx Plan developed with their initial design phase submission, if selected, that provides the structure, schedule and coordination planning for the commissioning process. The Final Commissioning Plan shall require approval by the Owner is binding on the Design-Builder.

1.28 Commissioning Authority (CxA): The CxA is an independent agent, not otherwise associated with the Design-Builder's A/E Team members or their Contractor and is hired by the Owner. The CxA who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process. The CxA does not take an oversight role like a Construction Administrator (CA). The CxA is part of the Commissioning team and reports directly to the Owner's s D-B Criteria Architect Team (DBCA).

1.29 Functional Completion: Functional Completion is when all remaining Testing, Adjusting and Balancing (TAB) and commissioning responsibilities of the Design-Builder's contractor and subcontractor's (except for seasonal or approved deferred testing and controls training), have been certified as complete by the Owner's Commissioning Authority (CxA) and the Certificate of Functional Completion has been issued.

1.30 Leadership In Energy And Environmental Design (LEED) Green Building Rating System™: LEED is a third party certification program and the nationally accepted benchmark for the design, construction, and operation of high performance green buildings. LEED provides tools immediately measure the buildings' performance. LEED is a whole-building approach to sustainability by recognizing performance in five key areas of human and environmental health: sustainable site development, water savings, energy efficiency, materials selection, and indoor environmental quality.

Article 4 Commencement And Progress Of Work

Delete paragraph 4.1 and Substitute the following paragraph 4.1 to Article 4.

- 4.1** The Design-Builder shall commence work as specified in the Design Build Agreement. The Design-Builder shall complete all the Work necessary for Acceptance of the Work, including but not limited to Substantial Completion, Functional Completion, Contract close-out, testing and demonstration of all systems as required for acceptance, punchlist Work, training, and submission of Record Documents, manuals, warranties and guarantees as stated in the RFP.

Article 14 Inspection And Tests

Add the following paragraph 14.5, and subparagraphs 14.5.1, 14.5.2, and 14.5.3 to Article 14.

- 14.5 Cost of Systems Commissioning Retesting:** The cost for the Design-Builder to retest a prefunctional or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible, any cost recovery for retesting costs shall be negotiated with the Design-Builder.
- 14.5.1** For a deficiency identified, not related to any prefunctional checklist or start-up fault, the following shall apply: The Commissioning Authority (CxA) and Construction Administrator will direct the retesting of the equipment once at no "charge" to the Design-Builder for their time. However, the Commissioning Authority's and Construction Administrator's time for a second retest will be charged to the Design-Builder.
- 14.5.2** The time for the Systems Commissioning Authority and Construction Administrator to direct any retesting required because a specific prefunctional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be backcharged to the Design-Builder.
- 14.5.3** Any required retesting by any Design-Builder's Subcontractor shall not be considered a justified reason for a claim of delay or for a time extension by the Design-Builder.

Article 28 Completion And Acceptance

Delete subparagraph 28.1.6, and substitute the following to Article 28.

- 28.1.6** Upon Substantial Completion of the Work or designated portion, receipt of the Certificate of Functional Completion thereof and upon application by the Design-Builder and certification by the Design-Builder's Design Professional and Engineers of Record, Construction Administrator, and Owner. The Owner shall make payment reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

Article 29 Final Payment

Delete paragraph 29.5, and substitute the following to Article 29.

- 29.5** Final Payment shall not be released until a Certificate of Acceptance, Certificate of Functional Completion and a Certificate of Compliance have been issued by the Owner.

Article 30 Owner's Right To Withhold Payments

Add subparagraph 30.4.6 to Article 30.

- 32.4.6** The Certificate of Functional Completion issued by the Commissioning Authority (CxA).

**End Section
00 73 53.1
Supplemental Conditions**

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Section 01 00 00
General Requirements D-B**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

Prepared by:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue
Hartford, CT 06106

For Informational Purposes Only.

The D-B Proposals Submitted In Response To This D-B RFP
Were Canceled On December 6, 2012.

Do Not Submit Any Questions Concerning This D-B RFP.

**Division 01
General Requirements – (D-B)**

For

**New Residence Hall Facility
Central Connecticut State University
New Britain, CT
CF – RC– 380 DB**

*Prepared by:
CT Department of Construction Services
Division of Design & Construction
165 Capitol Avenue
Hartford, Connecticut 06106*

01 10 00 SUMMARY

A. **Summary:** Section 01 10 00 Summary contains the following Subsections:

- 01 11 00 **Summary of Work**
- 01 11 13 **Work Covered By Contract Documents**
- 01 11 29 **Documents Furnished by the Design-Builder**
- 01 12 16 **Work Sequence - Phase(s);**
- 01 12 19 **Contract Interface**
- 01 14 00 **Work Restrictions**
- 01 14 16 **Coordination With Occupants**

01 11 00 SUMMARY OF WORK

A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. **Project Number:** CF-RC-380 DB.

C. **Project Title:** New Residence Hall.
 It is to be completed and ready for use by the Owner and Agency within the Contract Time specified in Division 00, Total Cost Proposal Form

D. **Project Location:** The project is located at Central Connecticut State University, located in New Britain, Connecticut.

E. **The Project Description:**
 The project consists of providing labor and material for final design and construction of a new residence hall facility providing six-hundred and forty (640) beds. The new facility is anticipated to be seven (7) floors with a total of approximately 220,000 gross square feet (GSF). The project will accommodate six hundred and fourteen (614) student suites, in five hundred and sixty eight (568) doubles and forty eight (48) singles with eighteen (18) Resident Assistants. Each student suite will contain double occupancy bedrooms, a small living space, closets and one full bathroom. A select number of suites will include both single and double occupancy bedrooms A designated number of these suites will be designed for Americans with Disabilities Act (ADA) accessibility. The ground floor of the facility will house (2) Resident Director apartments, area for student life and support services and the offices of Residential Life. Two (2) Resident Director apartments will also be located on the second floor.

1. Design and Construction of a building of approximately 220,000 gross square feet (GSF gross square feet.)
2. This Project **Exceeds** the Threshold limits as defined by the Connecticut General Statutes.

**End Section 01 11 00
 Summary Of Work**

01 11 13 WORK COVERED BY CONTRACT DOCUMENTS

A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. The Work includes but is not limited to the following:

1. Sitework, Landscaping, Site Utilities, Stormwater Management;
2. Cast-in-Place Concrete, Architectural Precast Concrete;
3. Masonry;
4. Structural Steel, Miscellaneous Metals;

5. Rough Carpentry, Interior Finish Carpentry, Architectural Woodwork, Laminate Clad Casework;
 6. Waterproofing, Insulation, Sprayed-on Fireproofing, Firestopping, Roofing, Sheet metal, and Joint Sealants;
 7. Doors and Frames, Overhead Doors, Aluminum Windows, Hardware, and Glazed Aluminum Curtain Wall;
 8. Drywall, Floor Coverings, Acoustical Ceilings, and Painting;
 9. Visual Display Boards, Toilet Compartments, Louvers and Vents, Wall Surface Protection Systems, Signage, Lockers, Fire Extinguishers, and Toilet Accessories;
 10. Projection Screens; and Window Treatments
 11. Elevators
 12. Fire Alarm and Fire Suppression Systems
 13. Plumbing; HVAC; and Electrical Systems
 14. Telecommunications; and Security Systems
- C. The Design-Builder will include in their Total Cost Proposal, all items required in order to carry out the intent of the work as described, shown and implied in the Contract Documents.
- D. It shall be the Design-Builder's responsibility upon discovery to immediately notify the Construction Administration, in writing, of errors, omissions, discrepancies, and instances of noncompliance with applicable codes and regulations within the documents, and of any work which will not fit or properly function if installed as indicated on the Contract Documents. Any additional costs arising from the Design-Builder's failure to provide such notification shall be borne by the Design-Builder.
- D. The Work will be constructed under a single lump sum agreement.
- E. **Examination Of Site:**
1. It is not the intent of the Documents to show all existing conditions. All Design-Builders are advised to visit and examine the site prior to submitting bids.
 2. Design-Builders should investigate and satisfy themselves as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, uncertainties of weather, roads or similar physical conditions of the ground, the character of equipment, and facilities needed preliminary to and during the prosecution of the Work. The Design-Builder should further satisfy himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the Contract Documents. Any failure by the Design-Builder to acquaint himself with the available information shall not relieve him from the responsibility for estimating properly the difficulty and cost of successfully performing the Work.
 3. Review of Geo-Technical Reports and Boring Logs are contained in the Design-Build Request for Proposals, the Boring Location Plans are in Volume II of the Bridging Documents.
- F. **Pre-Proposal Meeting:**
- A Pre-Proposal Meeting and tour of the site will be conducted as indicated in the Request For Proposals Notification as Scheduled in Section 00 25 16.01 Pre-Proposal Meeting for D-B Shortlisted Proposers from Volume 1 of the D-B RFP. This scheduled conference is the only official opportunity for the D-B Proposers to tour the site and meet with the Owner, Architect, Engineer, Construction Administrator, and Agency.
1. The all Volumes of the Design-Build Request for Proposals are intended to describe and illustrate the materials and labor necessary for the work of this Project.

2. Throughout the Technical Specifications, the Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction Form 814A, current addition including any interim and supplemental specifications are referenced. Where so referenced the requirements set forth therein are applicable and made a part hereof Copies of Form 814A are available from the Connecticut Department of Transportation at a nominal charge.

End Section 01 11 13
Work Covered By Contract Documents

01 11 29 DOCUMENTS FURNISHED BY DESIGN-BUILDER

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. The Design and Construction Documents to be provided by the Design-BUILDER to the Owner shall be in accordance with the all of the requirements of the Design-Build Request for Proposals and they must explain in substantial detail the full scope of the Work.
- C. The Owner will review the Design-Build Design and Construction Documents only for conformance with the Design-Build Contract Documents, including but not limited to the Request For Proposal (D-B), and any other documents incorporated into the Design-Build Contract Documents. When the review is completed and the Design-Build Agreement is executed, then the design and construction of the project can proceed as specified in the D-B Contract Documents.
- C. The Design Builder shall be responsible for submitting all required Contract Documents to the State of Connecticut, Department of Construction Services, Office of State Building Official for obtaining all necessary Building Permits prior to the start of construction.
- D. **Design-Build Plan of Use:** The Design-BUILDER shall prepare "Plan of Use" for the Project based upon Section 00 31 19.16 Construction Site Guideline Plan in Section 00 30 00 Available Information, D-B RFP Volume 1. The Design-BUILDER's "Plan of Use" for the Project shall describe in detail the Design-BUILDER's proposed use of the Site and Building, both inside and outside the Contract Limit Area. The Design-BUILDER shall prepare the Plan of Use on a 1"=20' scale plan of the Project Site and a 1/8"=1'-0" scale plan of the Project Building(s).
 1. The Plan of Use shall include, but not be limited to the following:
 - 1.1 phasing requirements;
 - 1.2 proposed vehicle and equipment access routes;
 - 1.3 **locations of proposed staging/lay-down and storage areas, utility connections;**
 - 1.4 **delivery access of materials;**
 - 1.5 **building egress, proposed** pedestrian traffic flows in the interior and exterior of the building;
 - 1.6 temporary access-ways;
 - 1.7 office trailer and dumpster locations;
 - 1.8 location of perimeter construction fencing and gates;
 - 1.9 other protection measures around and in the building(s);
 - 1.10 temporary partitions, proposed pedestrian traffic flows around and in each building;
 - 1.11 proposed building access points;
 - 1.12 proposed protection measures for trees, shrubs and plantings, access-ways;
 - 1.13 coordination of activities that relate to other field applied measure to protect and coordinate the work including any relocation of utilities.
 2. The Design-BUILDER shall submit the **Design-Build Plan of Use** to the Owner for approval within **seven (7)** Calendar Days of the execution of the D-B Agreement, and Work on the Project shall not commence until an acceptable **Design-Build Plan of Use** has been approved by the Owner. Any delay in the Project caused by the Design-BUILDER's failure to submit an acceptable **Design-Build Plan of Use** shall not

alter the Design Builder's responsibility to complete the Work by the dates specified in the D-B Agreement.

End Section 01 11 29
Documents Furnished By Design-Builder

01 12 16 WORK SEQUENCE - PHASE(S)

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. The entire Project shall be designed and constructed in One Phase. Work of this Phase shall be substantially complete, ready for occupancy within 587 Calendar Days of commencement of the Work.

End Section 01 12 16
Work Sequence – Phase(s)

01 12 19 CONTRACT INTERFACE

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Owner:** The Owner is the State of Connecticut, Department of Construction Services.
 - 1. The authorized representative for the Owner is Scott Dunnack, Project Manager. The Project Manager is located at Room 443, 165 Capitol Avenue, Hartford, CT, 06604. Phone: 860) 713-5637; Fax: (860) 713-7257; E-mail: Scott.Dunnack@ct.gov.
 - 2. The Project Manager is the authorized representative for the Commissioner of the Department of Construction Services to act in matters involving revoking, altering, enlarging or relaxing any requirement of the contract documents.
- C. **Agency:** The Agency is Connecticut State University System. 39 Woodland Street, Hartford CT 06105.
 - 1. The Agency Representative is Gerald Cotter. The Agency Representative's title is Associate Director of Project Management and Engineering. The Agency Representative is located at 39 Woodland Street, Hartford CT 06105. Connecticut, Phone: 860-982-8366; E-mail: CotterG@CT.edu.
 - 2. The Agency Representative has the administrative authority for the facility and or site where the work is being performed but does not have the authority to change the contract documents or direct the Design-Builder.
- D. **Design-Builder's Architect:** The Design-Builder's Architectural Firm is TBD, and is located at TBD, TBD, TBD. The Design-Builder's Architect representing the firm for this project is TBD. Phone: TBD; Fax: TBD; E-mail: TBD.
 - 1. The Design-Builder's Architect and Engineer or their accredited representative is referred to in the Contract Documents as "Design-Builder's Architect" or "Design-Builder's Architects" or "Design-Builder's Engineer" or " Design-Builder's Engineers" or by pronouns which imply them. As information for the Design-Builder, the Design-Builder's Architect's or Engineer's status is defined as follows:
 - 1.1 All interpretations or decisions make by the Design-Builder's Architect and Engineer shall be conveyed simultaneously to both Design-Builder and Construction Administrator.
 - 1.2 As the authorized representative of the Department of Construction Services Commissioner, the Construction Administrator is responsible for review of submittal, shop drawings, materials, and equipment intended for the work, for conformance with the requirements of the Design – Build Request For Proposals (D-B RFP) for this Project.

1.3 Wherever the Design-Builder's Architect or Engineer is mentioned in the documents in connection with an administrative function, it shall include the Design-Builder in that function.

E. Construction Administrator: The Construction Administrator is Robert Hicks, Symmes Maini McKee Associates Architecture & Engineering of CT, Inc, and is located at 1000 Massachusetts Avenue, Cambridge, MA 02138. Phone: 617-547-5400; Fax: 617-354-5758; E-mail: RHicks@smma.com.

1. The Construction Administrator is referred to in the Contract Documents as "Construction Administrator" or "Criteria Architect" or by pronouns which imply it. All communications concerning the project will be directed through the Construction Administrator or a designated representative(s).

2. As information to the Design-Builder, the Construction Administrator's status is defined as follows:

2.1 The Construction Administrator is the Owner's Agent who will, among other things, monitor the Design-Builder's performance, scheduling and construction, review shop drawings, material, and equipment submittals, review and process periodic billings, review and recommend cost changes.

2.2 The Construction Administrator will process all Requests For Information, interpretations and decisions regarding the meaning and intent of the Design-Builder's Contract Documents, consulting with appropriate parties prior to rendering the interpretations or decisions to the Design-Builder. All such requests and replies shall be in writing.

F. PMWeb Project Management:

1. The State of Connecticut Department of Construction Services (CT DCS) is using PMWeb through the PSS Group as the project management collaborative software tool for this project.

2. The Design-Builder is required to utilize PMWeb for the duration of this project and shall provide all project information via this program. This includes, but is not limited to contracts, applications for payment, change orders, change order proposals, requests for information, etc.

3. The Design-Builder is required to purchase **Five (5) full** licenses to be utilized on the CT DCS PMWeb through the PSS Group and maintain the licenses, software support, and hosting services through the duration of this project. At end of the project, these licenses shall be turned over to the CT DCS. The cost for the licenses, support of the licenses, and hosting fees shall be included by the Design-Builder in the General Conditions costs for this project.

4. The Design-Builder shall provide for training as directed by the Construction Administrator or CT DCS Project Manager for the Construction Administrator, Owner, and their representatives. The cost for the training shall be included by the Design-Builder in the General Conditions costs for this project.

5. The Design-Builder shall contact PSS Group, the authorized Meridian reseller, for the licenses and training at <http://www.pssgroup.com> david@pssgroup.com or **Phone:** (978) 440-7060 | **Fax:** (508) 653-5080.

6. Connecticut Department of Construction Service (CT DCS) will be establishing a project specific email "file" address for this project. The Design-Builder shall send an electronic "file" copy of all of their project documents to this email address, to include but not limited to all project correspondence, project emails, forms, etc.

7. The Design-Builder is required to scan all documents that contain **wet (ink)** signatures and send a copy of those documents electronically to the CT DCS Project Manager and the project specific email "file" address. The hard copy of the wet signature documents shall be transmitted as directed by the CT DCS Project Manager. This includes, but is not limited to all contracts, change orders, applications for payment, etc.

**End Section 01 12 19
Contract Interface**

01 14 00 WORK RESTRICTIONS

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. The Design-Builder shall confine his operations, including storage of apparatus, equipment and materials to the contract limit lines as directed by the Construction Administrator.
- C. The areas and/or spaces, including their access, shall be maintained free and clear throughout the contract term.
- D. Parking for Design-Builder's employees will be limited to an area (or areas) designated by the Construction Administrator. The Design-Builder may be required to provide identification stickers for employees' cars.

**End Section 01 14 00
Work Restrictions**

01 14 16 COORDINATION WITH OCCUPANTS

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- C. **Agency Occupancy:**
 - 1. The Construction Administrator will determine whether such occupancy is possible and, if so, will make arrangements for holding a job inspection with the Project Manager, Agency Representative, Design-Builder and Design-Builder's Architect.
 - 2. A comprehensive list of items to be completed or corrected as issued by the Design-Builder, together with the status of completion and terms of occupancy, will be forwarded to the Project Manager and the Design-Builder by the Construction Administrator. A letter will be issued by the Project Manager and Design-Builder's Architect to Construction Administrator granting such occupancy and will state the terms and conditions of occupancy.
 - 3. Prior to Agency occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Agency will operate and maintain mechanical and electrical systems serving occupied portions of the building.
 - 4. The Design-Builder's Architect will prepare a "Certificate of Substantial Completion" for the Work to be occupied prior to Agency occupancy. Use the "Certificate of Substantial Completion" form as required by the Owner.
 - 5. The Project Manager will request a signed "Certificate of Compliance" from the Design-Builder's Architect, and Design-Builder, and forward the Certificate to the CT DCS Office of State Building Inspector for a Certificate of Occupancy and obtain the same after his review and approval.
 - 6. A letter from the Project Manager to the Agency Representative with copy to the Design-Builder granting occupancy will state the terms and conditions of occupancy and that fire insurance coverage has been requested, the effective date of which will indicate to the Design-Builder that they may cancel fire insurance coverage for the project.
 - 7. Upon occupancy, the Agency will assume responsibility for maintenance and custodial service for occupied portions of the building.
 - 8. **Work after Agency Occupancy:**

- 8.1** For all work to complete the occupied building, warranty work, the balancing and commissioning of systems, repair of latent defects and adjustments after occupancy, the Design-Builder is responsible for all costs associated with working in occupied buildings.

**End Section 01 14 16
Coordination With Occupants**

**END SECTION 01 10 00
SUMMARY**

01 20 00 PRICE AND PAYMENT PROCEDURES

A. **Summary:** Section 01 20 00 Price And Payment Procedures contains the following subsections:

- 01 26 00 Contract Modification Procedures**
- 01 29 76 Progress Payment Procedures**

01 26 00 CONTRACT MODIFICATION PROCEDURES

A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. **Summary**

- 1. This Section specifies administrative and procedural requirements for handling and processing contract modifications.

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

- 1. Division 01 Section 01 29 76 "Progress Payment Procedures" for administrative procedures governing Applications for Payment.
- 2. Division 01 Section 01 32 16 "Design - Construction Progress Schedules" for requirements for design-construction scheduling and reporting progress of work.
- 3. Division 01 Section 01 33 00 "Submittal Procedures" for requirements for submittal of the Design-Construction Progress Schedule.

D. **Requests for Information**

- 1. In the event that the Design-Builder or Design-Builder's subcontractor, at any tier, determines that some portion of the Design- Build Request for Proposal or other contract documents requires clarification or interpretation by the Construction Administrator, the Design-Builder shall submit a "Request for Information" in writing to the Construction Administrator. "Requests for Information" may only be submitted by the Design-Builder and shall only be submitted on the "Request for Information" forms as required by the Owner.
 - 1.1 In the "Request for Information", the Design-Builder shall clearly and concisely set forth the issue for which clarification or interpretation is sought and why a response is needed from the Construction Administrator.
 - 1.1 In the "Request for Information", the Design-Builder shall set forth an interpretation or understanding of the requirement along with reasons why such an understanding was reached.
 - 1.2 The Owner acknowledges that this is a complex project. Based upon the owner's past experience with projects of similar complexity, the Owner anticipates that there will probably be some "Requests for Information" on this project.
 - 1.3 The Design-Builder will review all "Requests for Information" to determine whether they are valid "Requests for Information". If it is determined that the document is not a valid "Request for Information", it will be returned to the Design-Builder, unreviewed as to content, for resubmittal on the proper form and in the proper manner.
 - 1.4 A "Requests for Information Response" shall be issued within **seven (7)** Calendar Days of receipt of the request from the Design-Builder unless the Owner determines that a longer time is necessary to provide an adequate response. If a longer time is determined necessary by the Owner, the Owner will, within **seven (7)** Calendar Days of receipt of the request, notify

the Design-Builder of the anticipated response time. If the Design-Builder submits a "Request for Information" on an activity with **seven (7)** Calendar Days or less of float on the current project schedule, the Design-Builder shall not be entitled to any time extension due to the time it takes the Design-Builder to respond to the request provided that the Construction Administrator responds within the **seven (7)** Calendar Days set forth above.

- 1.5** A "Request for Information Response" from Design-Builder will not change any requirement of the Design-Builder's Contract Documents. In the event the Design-Builder believes that the "Request for Information Response" will cause a change to the requirements of the Contract Documents, the Design-Builder shall within **seven (7)** Calendar Days give written notice to the Construction Administrator stating that the Design-Builder believes the "Request for Information Response" will result in a "D-B Agreement Amendment" and the Design-Builder and states the specific, detailed reasons for that belief. Failure to give such written notice **seven (7)** Calendar Days shall waive the Design-Builder's right to seek additional time or cost under the requirement these Requirements.

E. Minor Changes In The Work

- 1.** The Design-Builder, through the Construction Administrator, will issue supplemental instructions authorizing minor changes in the Work, **not** involving adjustment to the Contract Sum or Contract Time, on the "Supplemental Instructions" form as required by the Owner.

End Section 01 14 16
Coordination With Occupants

01 29 76 PROGRESS PAYMENT PROCEDURES

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Summary:**
- 1.** This Section specifies procedures for preparation and submittal of the Design-Builders Applications for Payment.
- 2. Related Sections:** The following Sections contain requirements that relate to this Section.
- 2.1 Division 00, 00 21 16.02 D-B Notice to Bidders:** Article 3.
- 2.2 General Conditions:** Articles: 25 "Schedule of Values, Application for Payment"; 26 "Partial Payments"; 19 "Final Payment"; and 30 "Owner's Right to Withhold Payments".
- 2.3** Division 01 Section 01 32 16 "Design-Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.
- 2.4** Division 01 Section 01 33 00 "Submittal Procedures".
- 2.5** Division 01 Section 01 77 00 "Closeout Procedures" for requirements for Final Payment.
- C. Schedule of Values:** the Design-Builder shall submit the "Schedule of Values" (Continuation Sheet from the Application and Certification for Payment), on a form provided by the owner, to the Construction Administrator at the earliest possible date but no later than **fourteen (14)** Calendar Days after the Contract Start Date.
- 1. Format and Content:** Use the electronic media printout Schedule of Values form (Continuation Sheet from the Application and Certification for Payment) as approved and/or provided by the Owner as a guide to establish the format for the Schedule of Values (Continuation Sheet from the Application and Certification for Payment).

Provide at least one line item for each of the Specification Section on the electronic media printout.

2. **Identification:** Project identification on the Schedule of Values shall include, but not be limited to, the following:
 - 2.1. Owner;
 - 2.2. Project Number;
 - 2.3. Project Name;
 - 2.4. Project Location;
 - 2.5. Design Builder's name and address.
3. Arrange the "Schedule of Values" (Continuation Sheet from the Application and Certification for Payment) in tabular format as provided by the Owner, containing separate columns including, but not limited to, the following Items:
 - 3.1. Item Number;
 - 3.2. Description of Work with Related Specification Section or Division Number;
 - 3.3. Scheduled Values broken down by description number, type material, and units of each material;
 - 3.4. Name of Design Builder's subcontractor;
 - 3.5. Name of manufacturer or fabricator;
 - 3.6. Name of supplier;
 - 3.7. Retainage;
 - 3.8. Contract sum in sufficient detail.
4. Percentage of D-B Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
5. Provide a breakdown of the D-B Agreement Contract Price in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break Design Builder's principal subcontract amounts down into several line items of no more than Fifty Thousand Dollars (\$50,000).
6. Round amounts to nearest whole dollar; the total shall equal the D-B Agreement Contract Price.
7. **General Conditions:** Show line items for indirect costs and margins on actual costs only when such items are listed individually in Continuation Sheet from the Applications and Certification for Payment. Each item in the Schedule of Values Continuation Sheet from the Applications and Certification for Payment shall be complete. Include the total cost and proportionate share of general overhead and profit margin for each item.
 - 7.1 Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values Continuation Sheet from the Applications and Certification for Payment or distributed as general overhead expense, at the Design-Builder's option.

D. Applications for Payment:

1. Each Application for Payment shall be consistent with previous applications and payments as certified by the Design-Builder's Architect and Construction Administrator and paid for by the Owner.
 - 1.1 The initial "Application for Payment", the "Application for Payment" at time of "Substantial Completion", and the final "Application for Payment", involve additional requirements.

2. **Payment-Application Terms:** The Owner will process monthly progress payments. The Design-Builder may submit applications for payment on a monthly basis.
3. **Payment-Application Forms:** Use the "Application for Payment" form as required by the Owner. Present the required information on electronic media printout or Owner approved form; multiple pages should be used if required.
 - 3.1 For each item, provide a column including but not limited to the following items:
 - 3.2 Item Number.
 - 3.4 Description of Work and Related Specification Section or Division.
 - 3.5 Scheduled Value, break down by units of material and units of labor.
 - 3.6 Work Completed from previous application.
 - 3.7 Work Completed this period.
 - 3.7.1 Materials presently stored.
 - 3.7.2 Total Completed and stored to date of application.
 - 3.7.3 Percentage of Completion.
 - 3.7.4 Balance to Finish.
 - 3.7.5 Retainage.
- E. **Application Preparation:** Complete every entry on the Application form. At the time of Final Payment only, include an executed Application form by a person authorized to sign legal documents on behalf of the Design-Builder. The Construction Administrator will return incomplete Applications without action.
 1. Entries shall match data on the "Schedule of Values".
 2. Include amounts of Change Orders issued prior to the last day of the construction period covered by the application.
- F. Transmittal: Except for final payment, submit to the Construction Administrator by a method ensuring receipt within Two (2) Business Days.. **One (1)** complete, signed and notarized original of each Application for Payment, including lien waivers and similar attachments when required, along with **six (6)** copies. For Final Payment, **nine (9)** complete, signed and notarized copies shall be submitted.
 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- G. **Applications for Payment:** Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment and all subsequent Application for Payments including, but not limited to, the following items:
 1. **Subcontractor Evaluations:**
 Pursuant to C.G.S. Sec. 4a-101, the Design-Builder shall compile evaluation information during the performance of the contract on each of its subcontractors who are performing work with a value in excess of five hundred thousand dollars (\$500,000.00). The Design-Builder shall complete and submit to the State of Connecticut Department of Construction Services (CT DCS) evaluations of each such subcontractor **upon fifty percent (50%) completion of the project and upon Substantial Completion of the project.** The Design-Builder acknowledges that its failure to complete and submit these evaluations in a timely manner may, by statute; result in a delay in project funding and, consequently, payment to the Design-Builder. The Design-Builder agrees to indemnify and hold the State harmless from any loss, damage, or expense that results from or is caused by the Design-Builder's failure to complete and submit the evaluations to CT DCS in accordance with this provision.
 1. List of subcontractors and suppliers' name, FEIN/Social Security numbers, and Connecticut Tax Registration Numbers;
 2. List of principal suppliers and fabricators;

3. Schedule of Values;
4. Design-Builder's Design-Construction Schedule (preliminary if not final);
5. Schedule of principal products;
6. Submittal Schedule (preliminary if not final);
7. List of Design-Builder's staff assignments;
8. List of Design-Builder's principal consultants;
9. Copies of all applicable permits;
10. Copies of authorizations and licenses from governing authorities for performance of the Work;
11. Proof that subcontractors have been paid amounts included on the Design-Builder's Application for Payment within **thirty (30)** days after the Owner has paid the Design-Builder for the particular Application for Payment in accordance with Connecticut General Statute § 49-41a (a)(1).
12. Releases of Lien from subcontractors with amounts included on the Design-Builder's Application for Payment when Design-Builder has been paid by the Owner for the particular Application for Payment but the Design-Builder's subcontractors have not been paid.
13. Proof that as-built documents are updated as required by Section 01 77 00 "Closeout Procedures."
14. Initial as-built survey and damage report, if required.
15. Update the "Design-Builder's Master Subcontract Agreement List" and submit copies all recently executed Subcontract Agreements in accordance with CGS § 4b-96.
 - 15.1 The "Design-Builder's Master Subcontract Agreement List" shall list all Subcontract Agreements in order of Contract Sum magnitude (from high to low) in the following format:

Design-Builder's Master Subcontract Agreement List				
Subcontractor Name	Minority Or Small Business Designation	Trade	Address	Contract Sum

16. In accordance with 42-158j (b):
Each payment requisition submitted shall include a statement showing the status of all pending construction change orders, other pending change directives and approved changes to the original contract or subcontract. Such statement shall identify the pending construction change orders and other pending change directives, and shall include the date such change orders and directives were initiated, the costs associated with their performance and a description of any work completed. As used in this section, "pending construction change order" or "other pending change directive" **means an authorized directive for extra work that has been issued to a contractor or a subcontractor and identified by an official Change Order Number or Construction Change Directive Number assigned by the State of Connecticut.**

H. **Application for Payment at Substantial Completion:** Following issuance of the Certificate of Substantial Completion submit an Application for Payment form; use the form as required by the Owner. Present the required information on electronic media printout as applicable that include, but are not limited, to the following:

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

2. Administrative actions and submittals that shall precede or coincide with this application include, but are not limited to, the following:
 - 2.1 Occupancy permits and similar approvals;
 - 2.2 Warranties (guarantees) and maintenance agreements;
 - 2.3 Test/adjust/balance records;
 - 2.4 Maintenance instructions;
 - 2.5 Meter readings;
 - 2.6 Startup performance reports;
 - 2.7 Changeover information related to Owner's occupancy, use, operation, and maintenance;
 - 2.8 Final cleaning;
 - 2.9 Application for reduction of retainage and consent of surety;
 - 2.10 Advice on shifting insurance coverage;
 - 2.11 Final progress photographs;
 - 2.12 List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.
 - 2.13 Evidence of submittal of requisite project Design and Construction information to USGBC required for LEED Silver Certification.
- I. **Final Payment Application:** Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited, to the following:
 1. Completion of Project Closeout requirements.
 2. Completion of list of items remaining to be completed as indicated on the attachment to the Certificate of Substantial Completion.
 3. Ensure that unsettled claims will be settled.
 4. Ensure that incomplete Work is not accepted and will be completed in accordance with a schedule prepared by the Design-Builder which is acceptable to the Owner.
 5. Transmittal of required Project construction records to the Owner (including as-built documents specified in Section 01 77 00 "Closeout Procedures").
 6. Certified property survey.
 7. Proof that taxes, fees, and similar obligations were paid.
 8. Removal of temporary facilities and services.
 9. Removal of surplus materials, rubbish, and similar elements (Reference Section 01 74 19 "Construction Waste Management & Disposal").
 10. Change of door locks to Owner's access.
 11. The requirements of the General Conditions and Supplementary Conditions for Final Acceptance, Final Completion, Final Inspection, and Final Payment.
 12. Asbestos, lead or other hazardous material manifests.
 13. Completion of "Building Contractor Reporting Form" as supplied by Department of Construction Services, for all Contractors, Subcontractors, Vendors, Suppliers, etc. who work on the Contract. The form includes the following information:
 - 14.1 Contractor/Subcontractor name.
 - 14.2 FEIN/Social Security Numbers
 - 14.3 Connecticut Tax Registration Numbers
 - 14.4 Type of work
 - 14.5 Name of business and address

14.6 Remittance address.

End
Section 01 20 00
Price And Payment Procedures

END SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

01 30 00 ADMINISTRATIVE REQUIREMENTS

- A. Summary:** Section 01 30 00 Administrative Requirements contains the following Subsections:
- 01 31 13 Project Coordination**
 - 01 31 19 Project Meetings**
 - 01 32 16 Design - Construction Progress Schedules**
 - 01 32 33 Photographic Documentation**
 - 01 33 00 Submittal Procedures**
 - 01 35 16 Alteration Project Procedures**
 - 01 35 19 Confined Space Entry**

 - 01 35 53 Security Procedures**

01 31 13 PROJECT COORDINATION

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Related Sections:** The following Sections contain requirements that relate to this section.
- 1. Section 01 29 76 “Progress Payment Procedures”** submission of Schedule of Values and Applications for payment.
- C. Construction Administrator:**
- 1.** The Construction Administrator is identified in Division 01 **Section 01 12 19 “Contract Interface”**.
 - 2. Construction Mobilization:**
 - 2.1** Cooperate with the Construction Administrator in the allocation of mobilization areas of the site, for field offices and sheds, for agency facility access, traffic, and parking facilities.
 - 2.2** During Construction, coordinate use of site and facilities through the Construction Administrator.
 - 2.3** Comply with Construction Administrators procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
 - 2.4** Comply with instructions of the Construction Administrator for use of temporary utilities and construction facilities.
 - 2.5** Coordinate field engineering layout as specified in Division 01 **Section 01 71 23 “Field Engineering”** for work under the instructions of the Construction Administrator.
- C.** Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
- 1.** Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2.** Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - 3.** Make provisions to accommodate items scheduled for later installation.
- D.** Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memoranda for the Construction Administrator, Owner and the separate contractors where coordination of their work is required.
- F. Administrative Procedures:** Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Delivery and processing of submittals.
 4. Progress meetings.
 5. Project closeout activities.
- G. General Coordination Provisions:**
1. **Inspection of Conditions:** Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed and coordinate such inspections with the Construction Administrator and authorities having jurisdictions. If unsatisfactory conditions exist notify the Construction Administrator immediately. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
 2. The Design-Builder shall coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.
 - 2.1 **Coordination Drawings:**
 - 2.1.1 The Design-Builder's HVAC Subcontractor will initiate reproducible 1/4" scale drawings created on AutoCAD showing ducts and piping in plan and section. Sheet metal shop drawings must be approved prior to starting coordination drawings.
 - 2.1.2 The Design-Builder's Sprinkler Subcontractor will then superimpose their piping layout on the tracing.
 - 2.1.3 The Design-Builder's Electrical Subcontractor will superimpose all the electrical information on the reproducible drawings. Said information to include but not necessary limited to cable trays, equipment, lighting, conduits, bus duct, etc.
 - 2.1.4 The Design-Builder's Sprinkler Subcontractor will complete the coordination drawing by drawing their piping (include pitch) on the reproducible drawings.
 - 1.5 The Construction Administrator will review the completed coordination drawing for general compliance and then submit it to the Design-Builder's Architect for their review. All Design-Builder's Subcontractors shall rework the reproducible drawings until all systems are properly coordinated.
 - 2.2 The Construction Administrator will meet with the Design-Builder on all major items of coordination.
 - 2.3 See also **Division 00 General Conditions, Article 7 "Cooperation of Trades"**.

**End Section 01 31 13
Project Coordination**

01 31 19 PROJECT MEETINGS

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Pre-construction Conference:**
1. The Design-Builder will attend a Pre-construction Conference before starting construction, as scheduled by the Construction Administrator convenient to the Owner, the Construction Administrator, Design-Builder's Architect, and Design-Builder. This meeting will take place within **fourteen (14)** Calendar Days after the written Notice to Proceed and before the Contract Start Date. Hold the conference at the Project Site or another convenient location as directed by the Construction Administrator. The Construction Administrator shall conduct the Pre-construction Conference to review the Design-Builder and their Subcontractor responsibilities and personnel assignments.
 2. **Attendees:** Authorized representatives of the Construction Administrator, Owner, Design-Builder's Architect, and their consultants; the Design-Builder and their superintendent; major subcontractors; agency; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
 3. **Agenda:** Discuss items of significance that could affect progress, including the following:
 - 3.1 Tentative construction schedule;
 - 3.2 Critical work sequencing;
 - 3.3 Progress meeting schedule;
 - 3.4 Designation of responsible personnel;
 - 3.5 Procedures for processing field decisions and Change Orders;
 - 3.6 Procedures for processing Applications for Payment;
 - 3.7 Distribution of Contract Documents;
 - 3.8 Submittal of Shop Drawings, Product Data, and Samples;
 - 3.9 Preparation of record documents;
 - 3.10 Use of the premises;
 - 3.11 Parking availability;
 - 3.12 Office, work, and storage areas;
 - 3.13 Equipment deliveries and priorities;
 - 3.14 Safety procedures;
 - 3.15 First aid;
 - 3.16 Security;
 - 3.17 Housekeeping;
 - 3.18 Working hours;
 - 3.19 Coordination with Audio-Visual and Telecommunications.
- C. Progress Meetings:**
1. The Construction Administrator will conduct progress meetings, bi-weekly, at the Project Site or at regular intervals as agreed upon at the Pre-construction Conference. The Construction Administrator will notify the Owner, the Design-Builder's Architect, and the Design-Builder of the scheduled Progress Meeting dates. Coordinate dates of Progress Meetings with preparation of Application for Payment requests.

- 2. **Attendees:** In addition to representatives of the Design-Builder, Construction Administrator, Owner and the Design-Builder's Architect, Design-Builder's subcontractors, suppliers, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities may be requested to attend these meetings on an as needed basis. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work. The Design-Builder shall include the site superintendent as a minimum.
- 3. **Agenda:** Progress Meetings shall review and correct or approve minutes of the previous Progress Meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the status of the Project.
 - 3.1 **Design - Construction:** Review progress since the last Progress Meeting. Determine where each activity is in relation to the required Design-Builder's "Design - Construction Schedule" and whether each activity is on time or ahead or behind Schedule. Determine how Work that is behind Schedule will be expedited; secure commitments from parties involved to do so. Discuss whether Schedule revisions are required to insure that current and subsequent activities will be completed within the Contract Time.
 - 3.2 Review the present and future needs of each entity present
- 4. **Reporting:** The Construction Administrator will distribute minutes of the meeting to each party present, promptly and before the next scheduled meeting, and to parties who should have been present.
- 5. A schedule of regular Project Meetings will be established at the Pre-construction Conference.

**End Section 01 31 19
Project Meetings**

01 32 16 DESIGN - CONSTRUCTION PROGRESS SCHEDULES

- 1.1 **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- 1.2 **Summary**
 - A. This Section includes administrative and procedural requirements for the preparation, submittal, and updating of the Design-Builder's Design-Construction Schedules and reporting progress of the Work.
 - 1. Refer to the General Conditions and the Agreement for definitions and specific dates of Contract Time.
 - B. This Section includes the following:
 - 1. Format.
 - 2. Content.
 - 3. Revisions to schedules.
 - 4. Submittals.
 - 5. Distribution.
 - C. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section 01 29 76 "Progress Payment Procedures" specifies requirements for submitting Schedule of Values and Application for Payments.
 - 2. Division 01 Section 01 31 19 "Project Meetings" specifies requirements for submitting and distributing meeting and conference minutes.

3. Division 01 Section 01 33 00 "Submittal Procedures" specifies requirements for submitting the Submittal Schedule.
4. Division 01 Section 01 45 00 "Quality Control" specifies requirements for submitting inspection and test reports.
5. Division 01 Section 01 60 00 "Product Requirements" specifies requirements for submitting the list of products.

1.3 Definitions

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

1.4 Quality Assurance

- A. The Design-Builder's Scheduler Consultant:** Retain a Scheduler Consultant to provide planning, evaluating, and reporting by CPM scheduling.
1. **In-House Option:** The Owner may waive the requirement to retain a consultant if the Design-Builder can demonstrate that:
 - a. The Design-Builder has the computer equipment required to produce construction schedules.
 - b. The Design-Builder employs skilled personnel with experience in construction scheduling and reporting techniques.
 3. **Standards:** Comply with procedures contained in AGC's "Construction Planning & Scheduling."

1.5 Preliminary Schedule

- A.** Preliminary Gantt schedule is to be prepared by the Design-Builder and submitted to the Construction Administrator within **seven (7)** Calendar Days of award of contract. This schedule is to cover all items of Work (**including all design work**) from the start of the project up to the completion of the project. This schedule must be revised when the actual schedule of significant items varies more than one week from the proposed schedule.

1.6 Design - Construction Schedule Format

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

1.7 Content

1. Show complete sequence of design/construction by activity, with dates beginning and completion of each element of construction.
2. Identify each item by specification section numbers.
3. Identify work of separate phases and other logically grouped activities.
4. Show accumulated percentages of completion of each item, and total percentage of Work completed, as of the **first (1st)** day of each month.

- 5. Provide separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Construction Administrator. Indicate decision dates for selection of finishes.
- 6. Indicate critical path with original baseline indicated.
- 7. Coordinate content with Schedule of Values specified in Section 01 29 76 "Progress Payment Procedures."

1.8 Submittals And Revisions To Schedules

- A. An initial bar graph schedule is to be prepared by the Design-Builder and submitted to the Construction Administrator. Refer to Article 1.5.
- B. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
- C. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- D. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect.
- E. Schedules must be revised monthly and when the actual schedule of significant items varies more than **seven (7) days** from the proposed schedule.
- F. Submit revised Design - Construction Schedules for each Application for Payment.
- G. Submit **four (4)** copies of the Design - Construction Schedule to the Construction Administrator.

1.9 Distribution

- A. Distribute copies of the Design-Construction Schedules to Construction Administrator, Owner, Design-Builder's Architect, Design-Builder's Subcontractors, suppliers, and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problem anticipated by projections indicated in schedules.

End Section 01 32 16
Design - Construction Progress Schedules

01 32 33 PHOTOGRAPHIC DOCUMENTATION

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Related Sections:** The following Sections contain requirements that relate to this section
 - 1. **Section 01 29 76 "Progress Payment Procedures"** submission of Schedule of Values and Applications for payment.
- C. On the date the Work is begun and every **thirty (30)** days thereafter (typically at the end of the month until the Work is at least **ninety-five percent [95%]** complete), the Design-Builder shall have photographs of the construction taken by a professional photographer or an individual approved by the Owner.
- D. **Photographs:** Provide a digital camera to take **twenty-four (24)** or more photos each time. Deliver 1 sets of photo files on CD-ROM and one set of prints to the Construction Administrator for the department. Label each CD-ROM with project name and the date the photographs were taken. With each submittal provide an index sheet of digital photos and where the photos were taken.

- E. As photographs are a record of the work progress, they shall be taken each month, whether or not they show work done during the preceding month. Deliver digital photos to the Construction Administrator within **ten (10)** Calendar Days of their taking.

End Section 01 32 33
Photographic Documentation

01 33 00 SUBMITTAL PROCEDURES

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Summary**
1. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including but not limited to the following:
 - 1.1 Submittal schedule.
 - 1.2 Shop Drawings.
 - 1.3 Product Data.
 - 1.4 Samples.
 - 1.5 Quality assurance submittals.
 - 1.6 Proposed "Substitutions/Equals".
 - 1.7 Warrantee samples.
 - 1.8 Coordination Drawings.
 - 1.9 O & M Manuals
- C. **Administrative Submittals:** Refer to other Division 01 Sections and other D-B General Requirement Sections for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
1. Permits.
 2. Applications for Payment.
 3. Performance and payment bonds.
 4. Design-Builder's Design-Construction.
 5. Daily construction reports.
 6. Construction Photographs.
 7. Insurance certificates.
 8. List of subcontractors.
 9. Subcontractors/Suppliers FEIN #'s and Connecticut tax registration #.
- D. **Related Sections:** The following Sections contain requirements that relate to this Section:
1. Division 01 Section 01 25 00 "Substitution Procedures" specifies requirements for submittal of requests for equals and substitutions.
 2. Division 01 Section 01 29 76 "Progress Payment Procedures" specifies requirements for submittal of the Schedule of Values.
 3. Division 01 Section "Project Coordination" 01 31 13 for Project Coordination documents.
 4. Division 01 Section 01 31 19 "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
 5. Division 01 Section 01 32 16 "Design-Construction Progress Schedules" for requirements for construction scheduling and reporting progress of work.

6. Division 01 Section 01 32 33 "Photographic Documentation" specifies requirements for submittal of periodic construction photographs.
7. Division 01 Section 01 45 00 "Quality Control" specifies requirements for submittal of inspection and test reports and mockups.
8. Division 01 Section 01 77 00 "Closeout Procedures" specifies requirements for submittal of Project Record Documents and warranties at project closeout.
9. Division 01 Section 01 78 30 "Warranties and Bonds".

E. Definitions

1. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended and as identified in the Design-Builder's Architect's Specification Divisions 02 through 49.
 - 1.1 Preparation of Coordination Drawings is specified in Division 01 Section 01 31 13 "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
2. Field samples are full-size physical examples erected on-site to illustrate finishes, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
3. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

F. Submittal Procedures

1. **Coordination:** Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1.1 Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1.2 Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - 1.2.1 The Construction Administrator reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received from the Design-Builder
 - 1.2.2 The Construction Administrator reserves the right to reject incomplete submitted packages received from the Design-Builder.
 - 1.3 **Processing:** To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals.
 - 1.3.1 Allow **fourteen (14)** calendar days for initial review. Allow additional time if the Construction Administrator must delay processing to permit coordination with subsequent submittals from the Design-Builder.
 - 1.3.2 If an intermediate submittal is necessary, process the same as the initial submittal.
 - 1.4 Allow **fourteen (14)** calendar days for reprocessing each submittal.
 - 1.5 No extension of Contract Time will be authorized because of failure of the Design-Builder to transmit submittals to the Construction Administrator sufficiently in advance of the Work to permit processing.
2. **Submittal Preparation:** Place a permanent label, title block or **8-1/2 inches x 11 inches** cover page approved by the Design-Builder's Architect, on each submittal for

identification. Indicate the name of the entity that prepared each submittal on the label or title block.

- 2.1 The minimum number of copies required for each submittal shall be **seven (7)** or as determined otherwise at the Pre-Construction Conference or by the Construction Administrator.
- 2.2 Provide a space approximately **4 inches by 5 inches** on the label, beside the title block or on the cover page on Shop Drawings to record the Design-Builder's review and approval markings and the action taken.
- 2.3 Include the following information on the label for processing and recording action taken.
 - 2.3.1 Project Name and State of Connecticut Project Number.
 - 2.3.2 Date.
 - 2.3.3 Name and address of the Design-Builder's Architect, Construction Administrator, and Owner Representative.
 - 2.3.4 Name and address of the Design-Builder.
 - 2.3.5 Name and address of the Design-Builder's subcontractor.
 - 2.3.6 Name and address of the supplier.
 - 2.3.7 Name of the manufacturer.
 - 2.3.8 Number and title of appropriate Specification Section.
 - 2.3.9 Drawing number and detail references, as appropriate.
 - 3.10 Indicate either initial or resubmittal.
 - 3.11 Indicate deviations from Contract Documents.
- 3. **Submittal Transmittal:** Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Design-Builder to the Construction Administrator using a transmittal form. The Construction Administrator will return all submittals to the Design-Builder after action is taken with a complete copy of the submittal package and one complete copy of the submittal package. The Design-Builder will not accept submittals received from sources other than the Design-Builder.
 - 3.1 On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from D-B Request For Proposals requirements, including variations and limitations. Include Design-Builder's certification that information complies with from D-B Request For Proposals requirements.

G. Submittal Schedule:

- 1. After development and review by the Owner and Construction Administrator acceptance of the Design-Builder's Design-Construction Schedule prepare a complete schedule of submittals. Submit the schedule to the Construction Administrator within **thirty (30)** Calendar Days of Contract Award.
 - 1.1 Coordinate Submittal Schedule with the list of subcontracts, Schedule of Values, and the list of products as well as the Design-Builder's Design-Construction Schedule.
 - 1.2 Prepare the schedule in chronological order. Provide the following information:
 - 1.2.1 Schedule date for the initial submittal.
 - 1.2.2 Related section number.
 - 1.2.3 Submittal category (Shop Drawings, Product Data, or Samples).

- 1.2.4 Name of Subcontractor.
 - 1.2.5 Description of the part of Work covered.
 - 1.2.6 Scheduled date for resubmittal.
 - 1.2.7 Scheduled date for the Architect's final release of approval.
2. **Submittal Schedule:** Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Construction Administrator and additional time for handling and reviewing submittals required by those corrections.
- 2.1 Coordinate submittal schedule with list of subcontracts, the schedule of values, and Design-Builder's design-construction schedule.
 - 2.2 **Initial Submittal:** Submit concurrently with start-up Design- Construction Schedule. Include submittals required during the first **sixty 60** Calendar Days of Design- Construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
 - 2.3 **Final Submittal:** Submit concurrently with the first complete submittal of Design-Builder's Design - Construction Schedule.
 - 2.3.1 Submit revised submittal schedule to reflect changes in current status and timing for submittals.
3. **Coordination:** Coordinate preparation and processing of submittals with performance of design - construction activities.
- 3.1 Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 3.2 Submit all submittal items required for each specification section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 - 3.3 Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.
 - 3.4 Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - 3.4.1 Construction Administrator the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 - 3.5 **Processing Time:** Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Administrator's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 3.5.1 **Initial Review:** Allow **fourteen (14)** Calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Administrator will advise Construction Administrator when a submittal being processed must be delayed for coordination with related submittals not yet received. Additional time will be required if processing must be delayed to permit review of related subsequent submittals.

- 3.5.2 Intermediate Review:** If intermediate submittal is necessary, process it in same manner as initial submittal.
- 3.5.3 Resubmittal Review:** Allow **fourteen (14)** Calendar Days for review of each resubmittal.
- 3.5.4 Mass Submittals:** **Six (6)** or more submittals in **one (1)** Calendar Day or **twenty (20)** or more submittals in **seven (7)** Calendar Days. If “Mass Submittals” are received, Construction Administrator’s review time stated above may be extended as necessary to perform proper review. Construction Administrator will review “Mass Submittals” based upon priority determined by Construction Administrator after consultation with Owner and Design-Builder.
- 3.6 Distribution:** Following response to the initial submittal, print and distribute copies to the Construction Administrator, Owner, Design Builder’s Architect, Design Builder’s subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
- 3.6.1** When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- 3.7 Schedule Updating:** Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

H. Daily Construction Reports

1. Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Construction Administrator at weekly intervals:
 - 1.1 List of subcontractors at the site.
 - 1.2 Approximate count of personnel at the site.
 - 1.3 High and low temperatures, general weather conditions.
 - 1.4 Accidents and unusual events.
 - 1.5 Meetings and significant decisions.
 - 1.6 Stoppages, delays, shortages, and losses.
 - 1.7 Meter readings and similar recordings.
 - 1.8 List of equipment on site and identify if idle or in use.
 - 1.9 Orders and requests of governing authorities.
 - 1.10 Change Orders received, start and end dates.
 - 1.11 Services connected, disconnected.
 - 1.12 Equipment or system tests and startups.
 - 1.13 Partial Completion’s, occupancies.
 - 1.14 Substantial Completion’s authorized.
 - 1.15 Equals or Substitutions approved or rejected.

I. Shop Drawings

1. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
2. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 2.1 Dimensions.
 - 2.2 Identification of products and materials included by sheet and detail number.
 - 2.3 Compliance with specified standards.
 - 2.4 Notation of coordination requirements.
 - 2.5 Notation of dimensions established by field measurement.
 - 2.6 **Sheet Size:** Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least **8-1/2 by 11 inches** but no larger than **36 by 48 inches**.
 - 2.6.1 Submit **one (1)** reproducible media and **seven (7)** prints as directed by the Construction Administrator. The Design-Builder's submittal shall identify the specification section and/or drawing number applicable to the submittal.
 - 2.6.2 Details shall be large scale and/or full size.
3. The Design-Builder's Architect shall review the Shop Drawings, stamp with this approval, and submit them to the Design-Builder with reasonable promptness and in orderly sequence so as to cause no delay in their Work or in the Work of any of the Design-Builder's subcontractors. Shop Drawings shall be properly identified as specified for item, material, workmanship, and project number. At the submission, the Design-Builder shall inform the Construction Administrator, in writing of any deviation in the shop drawings from the requirements of the D-B Request for Proposal for this Project.
4. The Construction Administrator will review and comment on shop drawings with reasonable promptness so as to cause no delay, but only for conformance with the requirements of the D-B Request for Proposal for this Project and with the information given in the Design-Builder's Contract Documents. Refer to Article 5 of the D-B General Conditions. Shop Drawings received by the Construction Administrator that indicate insufficient study of drawings and specifications, illegible portions or gross errors, will be rejected outright. Such rejections shall not constitute an acceptable reason for granting the Design-Builder additional time to perform the work.
5. The Design-Builder shall make any corrections required by the Construction Administrator and shall resubmit the required number of corrected copies of Shop Drawings until fully reviewed.
6. Upon final review submit **four (4)** additional prints, same as submitted, for use by the Construction Administrator.
7. The Construction Administrator's review and comments on Shop Drawings shall not relieve the Design-Builder of responsibility for any deviation from the requirements of the D-B Request for Proposal for this Project.
8. Only final reviewed Shop Drawings are to be used on the Project site.
9. The Work installed shall be reviewed in accordance with the Shop Drawings and the drawings and specifications. Final Review of the Shop Drawings by the Construction Administrator shall constitute acceptance by the State and the Construction Administrator of a variation or departure that is **clearly identified**. If the Design-Builder believes notations made by the Construction Administrator increases the value or scope of their D-B Contract Sum, the Design-Builder must provide written

notice to the Construction Administrator within **seven (7)** Calendar Days of this issue. Final reviewed Shop Drawings shall not replace or be used as a vehicle to issue or incorporate substitutions.

J. Shop Drawing For Fire Protection Systems

1. Shop drawings for fire protection systems shall comply with all of the requirements in the section above "Shop Drawings" In addition Sprinkler system shop drawings and hydraulic calculations must be stamped by a professional engineer licensed in the state of Connecticut and must include the CT DCS project number. **Two (2)** sets of information [as noted this Section 01 33 00 'Submittal Procedures] shall be submitted to the State's Insurance Carrier (SIC), and **one (1)** set shall be submitted to:

1.1 CT Department of Construction Services:

Office of State Fire Marshals (OSFM):
Deputy State Fire Marshal
1111 Country Club Road
PO Box 2794
Middletown, CT 06457
(860) 685-8350

1.2 State Insurance Carrier (SIC):

FM Global
Factory Mutual Insurance Company
P.O. Box 9102 500 River Ridge Drive
Norwood, MA 02062
Tel: (781) 440-8000 or FAX (781) 440-8742
Contact: Costa Terzides (781) 440-8204 or Jeannette Dantona (781) 440-8245

2. Before the shop drawings are submitted to SIC or CT DCS OSFM, the Design-Builder's A/E and/or the Design-Builder's A/E fire protection consultant must review the sprinkler design for compliance with the code and CT DCS OSFM requirements. SIC review comments will be addressed to the CT DCS Project Manager. The A/E is responsible for changes that result from the SIC and CT DCS OSFM required during construction.

- 2.1 The State Insurance Carrier (SIC) requires two- (2) weeks prior notice of a sprinkler system acceptance test.

K. Product Data

1. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, schedules, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

- 1.1 Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:

- 1.1.1 Manufacturer's printed recommendations.
- 1.1.2 Compliance with trade association standards.
- 1.1.3 Compliance with recognized testing agency standards.
- 1.1.4 Application of testing agency labels and seals.
- 1.1.5 Notation of dimensions verified by field measurement.
- 1.1.6 Notation of coordination requirements.

- 1.2 Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

- 1.3 **Preliminary Submittal:** Submit a preliminary single copy of Product Data where selection of options is required.
- 1.4 **Submittals:** Submit **seven (7)** copies of each required submittal; submit **five (5)** copies where required for maintenance manuals. The Design-Builder's Architect will retain **one (1)** and will return the other marked with action taken and corrections or modifications required.
 - 1.4.1 Unless noncompliance with Design-Builder's Contract Document provisions is observed, the submittal may serve as the final submittal.
- 1.5 **Distribution:** Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - 1.5.1 Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - 1.5.2 Do not permit use of unmarked copies of Product Data in connection with construction.

L. Samples

- 1. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
 - 1.1 Store, mount or display Samples on site in the manner to facilitate review of qualities indicated. Prepare Samples to match the Design-Builder's Architect's sample. Include the following:
 - 1.1.1 Specification Section number and reference.
 - 1.1.2 Generic description of the Sample.
 - 1.1.3 Sample source.
 - 1.1.4 Product name or name of the manufacturer.
 - 1.1.5 Compliance with recognized standards.
 - 1.1.6 Availability and delivery time.
 - 1.2 Submit Samples for review of size, kind, color, pattern, and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 - 1.2.1 Where variation in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least **three (3)** multiple units that show approximate limits of the variations.
 - 1.2.2 Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation, and similar construction characteristics.
 - 1.2.3 Refer to other Sections for Samples to be returned to the Design-Builder for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 - 1.2.4 Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Design-Builder and shall be removed from the site prior to Substantial Completion.
 - 1.3 **Preliminary Submittals:** Submit a full set of choices where Samples are submitted for selection of color, pattern, texture, or similar characteristics

from a range of standard choices, unless otherwise noted in specification section.

1.3.1 The Construction Administrator will review and return preliminary submittals with the Construction Administrator's notation, indicating selection and other action.

1.4 Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation, and similar characteristics, submit **three (3)** sets. The Construction Administrator will return **one (1)** set marked with the action taken.

1.5 Maintain sets of Samples, as returned, at the Project Site, for quality comparisons throughout the course of construction.

1.5.1 Unless noncompliance with the D-B Request for Proposal requirements provisions is observed, the submittal may serve as the final submittal.

1.5.2 Sample sets may be used to obtain final acceptance of the construction associated with each set.

2. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

2.1 Field samples are full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish the Project standard.

2.1.1 Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

M. Quality Assurance Submittals

1. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

2. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.

2.1 Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

3. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 01 Section 01 45 00 "Quality Control."

N. Construction Administrator's Action:

1. Except for submittals for the record or information, where action and return is required, the Construction Administrator will review each submittal, mark to indicate action taken, and return promptly.

1.1 Compliance with specified characteristics is the Design-Builder's responsibility.

2. Action Stamp: The Construction Administrator will stamp each submittal with a uniform, action stamp. The Construction Administrator will mark the stamp appropriately to indicate the action taken, as follows:

2.1 Final Unrestricted Release: When the Construction Administrator marks a submittal "Approved for fabrication," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

- 2.2 **Final-But-Restricted Release:** When the Construction Administrator marks a submittal "Incorporate Notations," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Submit corrected copies for record. Final payment depends on that compliance.
- 2.3 **Returned for Resubmittal:** When the Construction Administrator marks a submittal "Rejected, or Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - 2.3.1 Do not use, or allow others to use, submittals marked "Rejected, or Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.
- 2.4 **Other Action:** Where a submittal is for information or record purposes or special processing or other activity, the Construction Administrator will return the submittal marked "Action Not Required."
- 3. **Unsolicited Submittals:** The Construction Administrator will discard unsolicited submittals without action.

**End Section 01 33 00
Submittals**

01 35 16 ALTERATION PROJECT PROCEDURES

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Summary**
 - 1. This Section includes administrative and procedural requirements for performing alteration and renovation Work.
 - 2. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 2.1 Division 01 Section 01 31 13 "Project Coordination" for procedures for coordinating cutting and patching with other construction activities.
 - 2.2 Division 01 Section 01 73 29 "Cutting and Patching" for procedures for cutting and patching.
 - 2.3 Division 02 Section 02 41 19 "Selective Structure Demolition" for demolition of selected portions of the building for alterations.
 - 2.4 Refer to other Sections for specific requirements and limitations applicable to performing alteration Work with individual parts of the Work.
 - 2.5 Requirements of this Section apply to mechanical and electrical installations. Refer to the Design Builder's Architect's applicable Division 21, 22, 23 and 26 Sections for other requirements and limitations applicable to renovation Work by mechanical and electrical installations.
- C. **Products For Patching And Extending Work:**
 - 1. **New Materials:** As specified in product sections; match existing Products and Work for patching and extending Work.
 - 2. **Type and Quality of Existing Products:** Determine by inspecting and testing Products where necessary, referring to existing Work as a standard.
 - 3. **Project Procedures for Work Involving Asbestos Containing Material (ACM):**
 - 3.1 The Owner is responsible for abating all ACM that is visible and accessible. This is to be accomplished through a separate project prior to the start of the

renovation project. In demolition projects, every attempt should be made by the owner to remove all ACM.

- 3.2 If the Design-Builder should encounter any material suspect or known to contain ACM, the Design-Builder should immediately notify the Construction Administrator of same. It is the State's responsibility to have the material tested and abated (if necessary). The Owner will respond within twenty-four (24) hours after receiving the Design-Builder's written request to the Construction Administrator for testing the suspect material. The Owner will abate ACM (if necessary) within a reasonable time period, i.e. within seven (7) Calendar Days.
- 3.3 Testing for asbestos has been conducted at the facility scheduled for renovation, demolition, reconstruction, alteration, remodeling, or repair. Results of the asbestos testing are for information purposes only. The results are in [Section 00 30 00 Available Information]. Under no circumstance shall this information be the sole means used by the Design-Builder for determining the extent of asbestos. The Design-Builder shall be responsible for verification of all field conditions affecting performance of the Work.
- 3.4 See also Division 00 General Conditions, Article 21 "Cutting, Fitting, Patching and Digging".
- 4. **Project Procedures for Work Involving Products Containing Persistent Bioaccumulative Toxic Chemicals" (PBT's) such as Polychlorinated Biphenols (PCB's), Di-2-ethylhexyl Phthalate (DEHP), and Mercury:**
 - 4.1 The Design-Builder is responsible for abating all PCB's, DEHP, and mercury prior to the start any work involving construction, renovation or demolition (if necessary).
 - 4.2 Exposure Levels for Products Containing Persistent Bioaccumulative Toxic Chemicals (PBT's) such as PCB's, DEHP, and mercury in the construction industry is regulated by 29CFR1910.1200 and 29CFR1926.28 et. al. Construction, renovation or demolition activities disturbing Products Containing Persistent Bioaccumulative Toxic Chemicals" (PBT's) such as PCB's and DEHP which are likely to be employed. These materials include but are not limited to fluorescent light fixture & exit sign, ballast's, high density discharge (HID) lamps , and certain types of construction products containing vinyl, and mercury containing electrical switches and thermostats. These activities may expose workers in excess of the respective Permissible Exposure Limit (PEL). Conduct demolition and removal Work specified in the technical sections of these specifications in conformance with these regulations. In addition construction debris/waste may be classified as hazardous waste. Disposal of all hazardous materials shall be in accordance with but not limited to 40CRF Parts 761 Subpart K, 761, and 761.65 and the Connecticut General Hazardous Waste Statute Sec. 22a-454.
 - 4.3 A Survey for Products Containing Persistent Bioaccumulative Toxic Chemicals (PBT's) such as PCB's, DEHP and Mercury has **NOT** been conducted at the facility. Examples include but are not limited to fluorescent light fixture & exit sign, ballast's, high density discharge(HID) lamps , and certain types of construction products containing vinyl, and mercury containing electrical switches and thermostats. It is the Design-Builder's responsibility for verification of all material and field conditions prior to construction, renovation, and demolition that may affect the performance of their Work.

G. Preparation:

- 1. Cut, move, or remove items as are necessary for access to alterations and renovation Work. Replace and restore at completion.

2. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
 3. Remove debris and abandoned items from area and from concealed spaces.
 4. Prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
 5. Close openings in exterior surfaces to protect existing Work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.
- H. Installation:**
1. Coordinate Work of alterations and renovations to expedite completion and if required sequence Work to accommodate Owner occupancy.
 2. Remove, cut and patch Work in a manner to minimize damage and to provide restoring Products and finishes to original and or specified condition in accordance with **Section 01 73 29 “Cutting and Patching”**.
 3. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes in accordance with **Section 01 73 29 “Cutting and Patching”**.
 4. In addition to specified replacement of equipment and fixtures, restore existing plumbing, heating, ventilation, air conditioning, electrical, systems to full operational condition.
 5. Recover and refinish Work that exposes mechanical and electrical Work exposed accidentally during the Work.
 6. Install Products as specified in individual sections.
- 8. Transitions:**
1. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent Work in texture and appearance.
 2. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and the Design-Builder’s Architect shall make recommendation to Construction Administrator.
- 9. Adjustments:**
1. Where removal of partitions or walls result in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
 2. Where a change of plane of 1/4 inch in **12 inches** or more occurs, request recommendation from Design- Builder’s Architect/Engineer to the Construction Administrator for providing a smooth transition.
 3. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
 4. Fit Work at penetrations of surfaces as specified in Section 01045 “Cutting and Patching”.
- 10. Repair of Damaged Surfaces:**
1. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing imperfections.
 2. Repair substrate prior to patching finish.
- 11. Finishes:**
1. Finish surfaces as specified in individual Product sections.
 2. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.
- 12. Cleaning:**

1. In addition cleaning specified in **Section 01 77 00 "Closeout Procedures"**, clean Agency occupied areas of Work.

**End Section 01 35 16
Alteration Project Procedures**

01 35 19 CONFINED SPACE ENTRY

1. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
2. **Summary:** If the work involves "Confined Space Entry" then the Owner has identified confined spaces associated with this project (see **Division 00, Section 00 30 00, "Available Information"**). The Owner has established a permit-required, confined space entry program. Confined spaces that affect the Work of this Project will be defined in accordance with the requirements of OSHA, 29 CFR 1910.146 "Permit-Required Confined Spaces", and the Owner's confined space Entry Plan. In the event that the Design-Builder must perform work within a permitted "confined space" as defined by Federal OSHA regulations, the Design-Builder will comply with all safety and monitoring requirements imposed by OSHA relative to work within the permitted confined space.
3. **Definitions:**
 1. **Acceptable Entry Conditions:** Means the conditions that must exist in a permit space to allow entry and to ensure that employees involved with a permit-required confined space entry can safely enter into and work within the space.
 2. **Confined Space:** means a space that:
 - 1.1 Is large enough and so configured that an employee can bodily enter and perform assigned work; and
 - 1.2 Has limited or restricted means for entry or exit (for example, tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry.); and
 - 1.3 Is not designed for continuous employee occupancy.
 3. **Entry:** Means the action by which a person passes through an opening into a permit-required confined space. Entry includes ensuing work activities in that space and is considered to have occurred as soon as any part of the entrant's body breaks the plane of an opening into the space.
 4. **Permit-Required Confined Space (Permit Space):** Means a confined space that has one or more of the following characteristics:
 - 4.1 Contains or has a potential to contain a hazardous atmosphere;
 - 4.2 Contains a material that has the potential for engulfing an entrant;
 - 4.3 Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor which slopes downward and tapers to a smaller cross-section; or
 - 4.4 Contains any other recognized serious safety or health hazard.
 5. **Permit-Required Confined Space Program (Permit Space Program):** Means the employer's overall program for controlling, and, where appropriate, for protecting employees from, permit space hazards and for regulating employee entry into permit spaces.
 6. **Permit System:** Means the employer's written procedure for preparing and issuing permits for entry and for returning the permit space to service following termination of entry.
4. All proposed entries must be reviewed and approved, in advance, by the Owner and Construction Administrator prior to the Design-Builder's entry into a permitted confined space.

5. All such compliance measures will be at the Design-Builder's expense and performed with their own equipment. The Owner reserves the right to suspend the Design-Builder's operations for any violation of the above-mentioned confined space regulations.
6. The Design-Builder shall be responsible for obtaining the Permit at no additional cost to the Owner.

**End Section 01 35 19
Confined Space Entry**

01 35 53 SECURITY PROCEDURES

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Provide a security program and facilities to protect work, existing facilities, and Owner's operations from unauthorized entry, vandalism, and theft. Coordinate with Owner's security program.
- C. The Design-Builder shall be solely responsible for damage, loss, or liability due to theft or vandalism.
- D. **Identification Badges for Design-Builder's Personnel and Visitors:**
 1. The Design-Builder will provide each person working or visiting at the site with an identification badge, bearing the name of the Design-Builder, the Design-Builder's subcontractors, design professionals, vendors, and a number. As badges are assigned, a record shall be kept by the Design-Builder and given to the Construction Administrator and User Agency Administrator. Update and correct the records of all badges issued on a semi-monthly basis.
 2. Badges are to be worn on outer garment where visible at all times while at the construction site, return them to the Design-Builder's field office at the end of each day and pick them up there each morning.
- C. **Parking Stickers:** All vehicles parking in the Design-Builder's parking lot and those used around the site require an ID sticker. They will be issued by the User Agency. The Design-Builder shall apply for parking stickers through the Construction Administrator no more than semi-monthly and shall keep record of all stickers issued.

**End Section 01 35 53
Security Procedures**

**END SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

- 1.2 International Building Code/2003.
- 1.3 International Existing Building Code/2003.
- 1.4 International Mechanical Code/2003.
- 1.5 International Plumbing Code/2003.
- 1.6 International Energy Conservation Code/2003.
- 1.7 National Electric Code NFPA 70-2005.
- 1.8 Connecticut Fire Safety Code/2005.
- 1.9 ICC/ANSI A117.1-Accessible and Usable Buildings and Facilities/2003.
- 1.10 NFPA 101-2003.
- 1.11 OSHA 29 CFR Part 1910 Occupational Safety and Health Regulations/1999.
- 1.12 OSHA 29 CFR Part 1926 Occupational Safety and Health Regulations for Construction/1999.

E. Submittals:

- 1. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents.

**End Section 01 42 19
Reference Standards and Definitions**

01 45 00 QUALITY CONTROL

A. Related Documents: All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Summary

- 1. This Section includes administrative and procedural requirements for quality-control services.
- 2. Quality-Control services include fire alarm acceptance testing, inspections, tests, and related actions, including reports performed by Design-Builder, by independent agencies, and by governing authorities. They do not include contract enforcement activities performed by the Owner.
- 3. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve Design-Builder of responsibility for compliance with D-B Request for Proposals requirements.
- 4. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 4.1 Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - 4.2 Specified inspections, tests, and related actions do not limit Design-Builder's quality-control procedures that facilitate compliance with D-B Request for Proposals requirements.
 - 4.3 Requirements for Design-Builder to provide quality-control services required by Owner, Construction Administrator, or authorities having jurisdiction are not limited by provisions of this Section.

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

1. Division 01 **Section 01 33 00 "Submittal Procedures"** specifies requirements for development of a schedule of required tests and inspections.
2. Division 01 **Section 01 73 29 "Cutting and Patching"** specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
3. Division 01 **Section 01 77 00 "Closeout Procedures"**, specific requirements for contract closeout procedures.

B. Responsibilities

1. **Design-Builder Responsibilities:** Unless otherwise indicated as the responsibility of another identified entity, the Owner, through the Construction Administrator, shall provide inspections, tests, and other quality-control services specified elsewhere in the D-B Request For Proposal Documents. All such tests are required to be scheduled and notification given to the Construction Administrator **twenty-four (24) / forty-eight (48)** hours in advance of the test/inspection as applicable. Costs for these services are not included in the D-B Contract Sum unless stated otherwise in the D-B Request For Proposal Documents.
 - 1.1 Where individual Design-Builder's Architect's Specification Sections or D-B Request For Proposal Documents specifically indicate that certain inspections, tests, and other quality-control services are the Design-Builder's responsibility, the Design-Builder shall employ and pay a qualified independent testing agency to perform quality-control services. Costs for these services are included in the Design-Builder's D-B Contract Sum.
 - 1.2 Where individual Sections specifically indicate that certain inspections, tests, and other quality-control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
 - 1.2.1 Such services include "Special Inspections" as required by the latest edition of the "Connecticut State Building Code".
 - 1.2.2 Where the Owner has engaged a testing agency for testing and inspecting part of the Work, and the Design-Builder is also required to engage an entity for the same or related element, the Design-Builder shall not employ the entity engaged by the Owner. The Owner will engage the services of a qualified Special Inspector for this project. The Special Inspector, as a representative of the Owner, shall document and confirm compliance with the provisions of the Connecticut State Building Code for Special Inspections.
 - 1.2.3 Materials and assemblies for this project will be tested and construction operations inspected as the work progresses. Failure to detect any defective work or material shall not in any way prevent later rejection when such defect is discovered nor shall it obligate the State for final acceptance.
 - 1.2.4 The Owner's use of testing and inspection services shall in no way relieve the Design-Builder of the responsibility to furnish materials and finished construction in full compliance with the Design-Builder's Contract Documents and the Connecticut State Building Code.
2. **Retesting:** The Design-Builder is responsible for retesting where results of inspections, tests, or other quality-control services prove unsatisfactory and indicate noncompliance with Design-Builder's Contract Document requirements, regardless of whether the original test was Design-Builder's responsibility.
 - 2.1 The cost of retesting construction, revised or replaced by the Design-Builder, is the Design-Builder's responsibility where required tests performed on original construction indicated non-compliance with Design-Builder's Contract Document requirements.

- 2.2 The Owner will issue a D-B Agreement Amendment to the Design-Builder to compensate the Owner to cover all costs incurred related to all re-tests/re-inspections due to non-compliance to the Design-Builder's Contract Documents, including but not limited to the Owner's costs and the Construction Administrator's costs.
3. **Associated Services:** Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested. Notify the Agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
- 3.1 Provide access to the Work.
 - 3.2 Furnish incidental labor and facilities necessary to facilitate inspections and tests.
 - 3.3 Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
 - 3.4 Provide facilities for storage and curing of test samples.
 - 3.5 Deliver samples to testing laboratories.
 - 3.6 Provide an approved design mix proposed for use for material mixes that require control by the testing agency.
 - 3.7 Provide security and protection of samples and test equipment at the Project Site.
4. **Duties of the Testing Agency:** The independent testing agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual Sections shall cooperate with the Construction Administrator, Design-Builder's Architect and the Design-Builder in performance of the testing agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
- 4.1 The testing agency shall notify the Construction Administrator and the Design-Builder promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 4.2 The testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Design-Builder's Contract Documents or approve or accept any portion of the Work.
- 1.1 The testing agency shall not perform any duties of the Design-Builder.
5. Owner will pay for the services of an independent testing agency laboratory to perform inspections, tests and other services required by the D-B Request for Proposal Documents, except as noted below, for which the Owner will issue a D-B Agreement Amendment to the Design-Builder to compensate the Owner to cover the cost associated with these tests:
- 5.1 When the Design-Builder notifies the Construction Administrator and/or Testing Agency less than **twenty-four 24** hours before the expected time of testing.
 - 5.2 When the Design-Builder requires testing for his own convenience.
 - 5.3 When the Design-Builder schedules a test and is not ready for the required test.
6. Submit reports of tests that are part of the submittal requirements which indicate compliance or non-compliance with the specified standard.
7. See also D-B General Conditions Article 14 "Inspections & Tests".
8. **Fire Alarm/Acceptance Testing Procedures:**
- 8.1 The fire alarm testing shall be as the authority having jurisdiction shall dictate. This will be as determined by the CT DCS Office State Fire Marshal.

- 8.2.1 Protective Signaling Systems:** All protective signaling systems shall meet with acceptance testing requirements of the applicable standards listed in Section 7-6.1.4, NFPA 101/2003 and NFPA 13/2002.
- 8.2.2 Prior Test Notification:** At least **five (5)** working days prior to testing, the Design-Builder's Fire Alarm Contractor shall notify (in writing) the following people of the proposed date the acceptance tests are to be performed (Also, see Part 2 of CT DCS Certificate of Compliance).
- .1 Department of Construction Services Project Manager;
 - .2 Design-Builder;
 - .3 Design-Builder's Engineer of Record;
 - .4 Design-Builder's Equipment Supplier Representative;
 - .5 Design-Builder's Sprinkler Contractor.
- 8.3.3 Certificates of Compliance:**
- .1 A Fire Alarm System Inspection and Testing Certification and Description form shall be prepared for each system (See NFPA 72/2002 Chapter 7 and Figure 7-5.2.2).
 - .2 Parts 1 and 3 through 9, shall be completed after the system is installed and the installation of the wiring has been checked. Every alarm device must also be pre-tested to ensure proper operation and correct annunciation at each remote annunciator and control panel. Part 1 of the form (Certification of System Installation) shall be signed by the Design-Builder's fire alarm contractor. The signed and completed preliminary copies of the Certification form shall be forwarded to all parties along with the Prior Test Notification.
 - .3 Part 2, of each applicable form, shall be completed after the operational tests have been completed.
 - .4 After the completion of the operational acceptance tests and sign-off of test witness (with stipulations noted), final copies of the Certificates shall be forwarded to the Department of Construction Services Project Manager.
- 8.3.4 Tests:**
- .1 All tests shall be conducted in accordance with the Manufacturer's Testing Recommendations.
 - .2 All testing equipment, apparatus (i.e. sound level decibel meter, 2-way radio communication, test devices, ladders, tools, lighting, etc.) and personnel shall be supplied by the Design-Builder's Fire Alarm Contractor and Sprinkler Contractor.
- 8.3.5 System Documentation:** Every system shall include the following documentation, which shall be delivered to the CT DCS Project Manger through the Construction Administrator upon final acceptance of the system. An owner's manual or manufacturer's installation instructions covering all system equipment, including the following:

- .1 A detailed narrative description of the system inputs, evacuation signaling, ancillary functions, annunciation, intended sequence of operations, expansion capability, application considerations, and limitations.
- .2 Operator's instructions for basic systems operations including alarm acknowledgment, system reset, interpreting system output (LED's CRT display, and printout), operation of manual evacuation signaling and ancillary function controls, changing printer paper, etc.
- .3 A detailed description of routine maintenance and testing as required and recommended and as would be provided under a maintenance contract, including testing and maintenance instructions for each type of device installed. This information should include:
 - .1 A listing of individual system components that require periodic testing and maintenance.
 - .2 Step by step instructions detailing the requisite testing and maintenance procedures and the intervals at which those procedures should be performed.
 - .3 A schedule that correlates the testing and maintenance procedures required by paragraph (2) above and with the listing required by paragraph (1) above.
- .4 Detailed troubleshooting instructions for each type of trouble condition recognized by the system, including opens, grounds, parity errors, "loop failures," etc. These instructions should include a list of all trouble signals, and step by step instructions describing how to isolate those problems and correct them (or call for service as appropriate).
- .5 A service directory, including a list of names and telephone numbers for those who should be called to service the system.

8.3.6 As-Built Drawings:

- .1 The Design-Builder will produce **two (2)** sets of as-built drawings and specifications for the fire alarm system, indicating the location (and programmed address, if applicable) of all devices and appliances, the wiring sequences, wiring methods, connection of the components, and sequence of operation of the protective signaling system as installed, shall be given to CT DCS Project Manager through the Construction Administrator. This shall be in Accordance with NFPA 72. Refer also to **Section 01 77 00 "Closeout Procedures"**.

E. Submittals

1. Unless the Design-Builder is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test, or similar service to the Construction Administrator.
 - 1.1 Submit additional copies of each written report directly to the Authority Having Jurisdiction, when the Authority so directs.

- 1.2 Report Data:** Written reports of each inspection, test, or similar service include, but are not limited to, the following:
- 1.2.1** Date of issue.
 - 1.2.2** Project title and number.
 - 1.2.3** Name, address, and telephone number of testing agency.
 - 1.2.4** Dates and locations of samples and tests or inspections.
 - 1.2.5** Names of individuals making the inspection or test.
 - 1.2.6** Designation of the Work and test method.
 - .1** Identification of product and Specification Section.
 - .2** Complete inspection or test data.
 - .3** Test results and an interpretation of test results.
 - .4** Ambient conditions at the time of sample taking and testing.
 - .5** Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
 - .6** Name and signature of laboratory inspector.
 - .7** Recommendations on re-testing.

F. Quality Assurance

- 1. Qualifications for Service Agencies:** Engage inspection and testing service agencies, including independent testing laboratories, that are pre-qualified as complying with the National Voluntary Laboratory Accreditation Program and that specialize in the types of inspections and tests to be performed.
 - 1.1** Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the state where the Project is located.
- 2. Mockups:** Provide full-size, physical assemblies that are constructed on-site. Mockups will be used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not samples. Approved mockups establish the standard by which the Work will be judged.

G. Repair and Protection

General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with Design-Builder's Contract Document requirements for Division 01 **Section 01 73 29 "Cutting and Patching."**

- 1.** Protect construction exposed by or for quality-control service activities, and protect repaired construction.
- 2.** Repair and protection is Design-Builder's responsibility, regardless of the assignment of responsibility for inspection, testing, or similar services.

**End Section 01 45 00
Quality Control**

01 45 23 TESTING FOR INDOOR AIR QUALITY, BASELINE IAQ, & MATERIALS

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Summary;**
1. This Section includes the following:
 - 1.1 Requirements of baseline Indoor Air Quality (IAQ) testing for maximum indoor pollutant concentrations for acceptance of the facility.
 - 1.2 Requirements for independent materials testing of specific materials anticipated to have major impact on IAQ.
 - 1.3 Procedures for testing specific construction materials for IAQ performance to assure compliance with LEED rating system credits. Materials have been identified for independent testing based on the following **three (3)** criteria:
 - 1.3.1 Large volume of material used in occupied spaces.
 - 1.3.2 The space is occupied during normal working hours.
 - 1.3.3 Materials are used in an area where there is recirculating air.
 2. **Related Sections:** The following Sections shall contain requirements that relate to this Section:
 - 2.1 **Divisions 01 through 49** of the Design-Builders sections for LEED rating system requirements specific to the Work of each of those sections. These requirements may or may not include reference to LEED.
 - 2.2 **Division 23 Section 23 05 93 "Testing, Adjusting and Balancing for HVAC"** of the Design-Builders for additional requirements for baseline testing for IAQ.
 - 2.3 **Division 23 Section 23 05 93 "Testing, Adjusting and Balancing for HVAC"** of the Design-Builders for cleaning of HVAC system including duct work, air intakes and returns, and changing of filters.
- C. References:**
1. **American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE):**
 - 1.1 ASHRAE 52.2-1999, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.
 2. **ASTM International, Inc. (ASTM):**
 - 2.1 ASTM D5116-2006, Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions From Indoor Materials/Products.
 3. **Sheet Metal and Air Conditioning Contractors' National Association (SMACNA):**
 - 3.1 IAQ Guidelines for Occupied Buildings Under Construction, 1995.
 4. **United States Environmental Protection Agency (EPA):**
 - 4.1 Compendium of Methods for the Determination of Air Pollutants in Indoor Air.
- D. Submittals:**
1. **Baseline IAQ Testing:** Submit a report for each test site specified for IAQ baseline testing as prescribed in the Design-Builder's **Section 23 05 93 "Testing, Adjusting and Balancing for HVAC"**. Report on air concentrations of targeted pollutants as identified in **Table 3.1 –"Maximum Indoor Air Concentration Standards"** below.
 2. **Product Emissions Test Reports:** Submit a report for each material emissions test performed. Report test results in terms of emission factors that will be used by the

Owner to model indoor air concentrations. These reports and the modeling data prepared by the Owner shall be included in the closeout documentation specified in **Section 01 77 00 "Closeout Procedures"**.

3. LEED Certification Documentation Submittals:

3.1 Construction Indoor Air Quality (IAQ) Management Plan (During Construction) Credit:

- .1 Construction IAQ management plan.
- .2 Letter confirming if the permanently installed air handling equipment was used during construction.
- .3 Product data for temporary filtration media. Indicate manufacturer, model number, MERV rating, and location of installed media.
- .4 Letter confirming that each filtration media was replaced prior to final occupancy.
- .5 Product data for filtration media to be used during occupancy. Indicate manufacturer, model number, MERV rating, and location of media.
- .6 **Construction Documentation: Six (6) photographs at three (3) different occasions during construction along with a brief description of the SMACNA approach employed, document implementation of the IAQ management measures, such as protection of ducts and on-site stored or installed absorptive materials.**

3.2 Construction Indoor Air Quality (IAQ) Management Plan (Before Occupancy) Credit:

- .1 Signed letter confirming the approach taken by the project (pre-occupancy flush-out; flush-out with early occupancy flush-out or IAQ testing).
- .2 A narrative describing the building air flush-out procedures including the dates when flush-out was begun and completed and statement that filtration media was replaced after flush-out.
- .3 Product data for filtration media used during flush-out and during occupancy.
- .4 A narrative describing the building's IAQ testing process and results including the dates when testing was started and completed.
- .5 Report from testing and inspecting agency indicating results of IAQ testing and documentation showing conformance with IAQ testing procedures and requirements.

E. Quality Assurance;

- 1. Perform material tests and report results in accordance with ASTM D5116.

F. Baseline IAQ Testing:

- 1. **HVAC System Verification:** To assure compliance with recognized standards for indoor air quality including ASHRAE 62-2004, the Owner's independent testing and balancing agency shall verify the performance of each HVAC system including space temperature and space humidity uniformity, outside air quantity, filter installation, drain pan operation, and any obvious contamination sources.
- 2. **Indoor Air Quality Testing:** Upon verification of HVAC system operation, the Design-Builder shall hire an independent contractor, subject to approval by the Construction Administrator, with a minimum of **five (5)** years experience in performing the types of testing specified herein, to test levels of indoor air contaminants for compliance with specified requirements.

- 2.1 Submit a test plan for the approval of the Construction Administrator. The plan shall specify procedures, times, instrumentation, and sampling methods that will be employed.
- 2.2 Perform testing in **sixteen (16)** different locations. Contaminant levels are to be measured on **each floor of each building in an area** agreed upon by the Design-Builder and the Construction Administrator. Areas with very high outside air ventilation rates such as laboratories are excluded from these testing requirements. The Construction Administrator is the sole judge of areas exempt from testing.
- 2.3 Collect air samples on **three (3) consecutive** Calendar Days during normal business hours (between the hours of 8:00 AM and 5:00 PM) with building operating at normal HVAC rates. Average the results of each three-day test cycle to determine compliance or non-compliance of indoor air quality for each air handling zone tested.
- 2.4 Sample and record outside air levels of formaldehyde and TVOC contaminants at outside air intake of each respective air handling unit simultaneously with indoor tests to establish basis of comparison for these contaminant levels. Indoor testing will be done in the breathing zone; between **four (4)** and **seven (7)** feet from the floor.
- 2.5 Acceptance of respective portions of **the building** by the Architect is subject to compliance with specified limits of indoor air quality contaminant levels.
- 3. Compliance indoor air quality shall conform to the following standards and limits:
 - 3.1 **Carbon Monoxide:** Not to exceed nine (9) ppm.
 - 3.2 **Carbon Dioxide:** Not to exceed 800 ppm.
 - 3.3 **Airborne Mold and Mildew:** Simultaneous indoor and outdoor readings.
 - 3.4 **Maximum Air Concentration Standards:** Indoor room air concentration levels, emission rates, and qualities of the listed contaminants shall not exceed the following limits specified in **Table 3.1 Maximum Indoor Air Concentration Standards** below.
- 4. **Test Reports:** Prepare test reports showing the results and location of each test, a summary of the HVAC operating conditions, a listing of any discrepancies and recommendations for corrective actions, if required.
 - 4.1 Include certification of test equipment calibration with each test report.
- 5. If any test fails the standard, the Design-Builder is responsible to ventilate the building with one **hundred percent (100%)** outside air until the building passes both air quality tests and duct inspections. Retesting shall be performed at no additional expense to the Owner.

Table 3.1 Maximum Indoor Air Concentration Standards

Indoor Contaminants	Maximum Air Concentration Levels*
Formaldehyde	50 parts per billion
Particulates (PM10)	50 micrograms per cubic meter
Total Volatile Organic Compounds (TVOC)	500 micrograms per cubic meter
4-Phenylcyclohexene (4-PCH)**	6.5 micrograms per cubic meter
Carbon Monoxide (CO)	9 parts per million and no greater than 2 parts per million above outdoor levels

* All levels must be achieved prior to acceptance of the building. The levels do not account for contributions from office furniture, occupants, and occupant activities.

** This test is only required if carpet and fabrics with styrene-butadiene rubber (SBR) latex backing material are installed in the building.

6. **Construction Indoor Air Quality (IAQ) Management Plan (During Construction)**
Credit: Comply with SMACNA IAQ Guidelines for Occupied Buildings under Construction.
7. **Construction Indoor Air Quality (IAQ) Management Plan (Before Construction)**
Credit:
 - 7.1 After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14000 cu ft of outdoor air per sq ft of floor area while maintaining an internal temperature of at least 60 degrees F and relative humidity no higher than 60 percent.
 - 7.2 If building occupancy is to occur before completion of the flush-out, deliver a minimum of 3500 cu ft of outdoor air per sq ft of floor area to the space. Once the space is occupied, ventilate it at a minimum rate of 0.30 cfm/sq ft of outside air or the design minimum outside air rate determined in accordance with Sections 4 through 7 of ASHRAE 62.1 or applicable local code, whichever is more stringent. During each day of the flush-out period, begin ventilation a minimum of **three (3) hours** prior to occupancy and continue during occupancy. Maintain these conditions until a total of 14000 cu ft/sq ft of outside air has been delivered to the space.
 - 7.3 Engage an independent testing and inspecting agency to conduct a baseline IAQ testing program according to EPA Compendium of Methods for the Determination of Air Pollutants in Indoor Air and the U.S. Green Building Council (USGBC) **LEED for New Construction Version 3.0** Reference Guide.

G. Independent Materials Testing:

1. **Materials That Must Be Tested:** Test materials listed below that are proposed for use on this project for permanent, in-place Indoor Air Quality performance in accordance with requirements of these specifications. Results shall be furnished to the Architect. Materials meeting the criteria for independent testing are as follows:
 - 1.1 Field applied paint systems on appropriate substrate. Paint primers and intermediate coats (if used) should be applied with a typical drying time allowed between coats (not to exceed **seven (7)** Calendar Days).
 - 1.2 Carpet including manufacturer's recommended adhesive. The carpet will be applied to the appropriate concrete flooring per manufacturer's instructions so that the testing is of the "carpet assembly."
 - 1.3 Acoustical ceiling tile.
 - 1.4 Fireproofing material applied to appropriate substrate.
2. **Materials for Testing:** Only test representative samples of actual products selected for use on this project. Tests of products generically and/or technically similar but produced by a manufacturer other than that of the product selected for use on this project is invalid.
3. **Materials Testing Parameters:**
 - 3.1 Wrap each material to be tested in air tight covering for shipment direct from the factory to the testing laboratory to avoid contamination in transit. Unwrap material or apply material to substrate if material is wet-applied, such as paint or adhesive materials) in the testing lab.
 - 3.2 Emissions Testing: Perform all testing in accordance with ASTM D5116. Report results in accordance with Section ii of referenced ASTM Standard. Report in terms of emission rates at a minimum of **three (3)** distinct time intervals (e.g., **one (1) hour, 24 hours, 72 hours**) that will be modeled by the Design-Builder's Architect to predict maximum indoor air concentrations

and to assist the Design-Builder in determining suitability of products or materials. Assumptions that will be used for the Design-Builder's Architect model are given below for information.

3. **Table 3.2** summarizes required product testing.

Table 3.2 PRODUCT EMISSION TESTING

PRODUCT ASSEMBLY TO BE TESTED	TVOC (per ASTM)	PM (per NIOSH)
Wall paint on appropriate substrate, including any primer coat	Yes	No
Carpet including adhesive and concrete flooring	Yes	No
Acoustical Ceiling Tile	No	Yes
Fireproofing material on appropriate substrate	No	Yes

4. **Model Assumptions Used for Predicting Indoor Air Concentrations:** The model will assume the standard room enclosure as 10' long x 10' wide x 9' high. Each product tested will be modeled separately to provide information on the particular product. The model will assume a ventilation rate of one (1) air change per hour.
- 4.1 **Field Applied Paint Systems:** Test fully cured samples of each complete paint system including primers, intermediate coats (if used), and finish coats. The model assumes application to all four (4) walls and one-half of ceiling of model standard room enclosure.
- 4.2 **Carpet and Adhesive Assembly:** Assumes application to entire 10 x 10 ft floor surface of model standard room enclosure.
- 4.3 **Acoustical Ceiling Tile:** Assumes application to entire 10 x 10 ft ceiling surface of model standard room enclosure.
- 4.4 **Fireproofing:** Assumes application to entire 10 x 10 ft area above the ceiling surface of model standard room enclosure.
5. **Materials Test Reports:** Submit test reports to the Construction Administrator. The report shall include the information outlined in Section 11 of ASTM D5116.
- F. **Product/Material Evaluation:** All products/materials shown by testing to comply with emissions limits and other criteria specified in this section will be approved for use on this project subject to compliance with all other specified requirements of the Design-Builder's Project Manual. Products/materials shown by model to exceed specified emission limits shall be discussed, test results interpreted, and a determination made as to alternative product uses or selections.

**End Section 01 45 23
Testing For Indoor Air Quality, Baseline IAQ, & Materials**

**END SECTION 01 40 00
QUALITY REQUIREMENTS**

01 51 16 TEMPORARY FIRE PROTECTION

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B.** The Design-Builder, during construction, shall be responsible for loss or damage by fire to the work of the until Acceptance of the Work. Any fire used within the structure for working purposes shall be extinguished when not in use. Bitumen or tar shall be melted on the ground only. No flammable material shall be stored in the structure in excess of amounts allowed by the authorities. No gasoline shall be stored in or close to the building at any time. The Design-Builder shall assign a responsible employee to be in charge of fire protection measures.
- C.** If an EPDM or other single-ply roof is included in the work that requires cleaning of mating surfaces of laps with gasoline, limit amount of gasoline on roof to 2 gallons which shall be in U.L. listed containers. Also provide one 30 B:C fire extinguisher within 75 feet of any point on the roof.

**End Section 01 51 16
Temporary Fire Protection**

01 51 23 TEMPORARY HEATING, COOLING, AND VENTILATING

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Temporary Heating, Cooling and Ventilating:**
1. Provide temporary heat required by construction activities for curing or drying of completed installations or for protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
 2. **Heating Facilities:** Except where the Owner authorizes use of the permanent system, provide vented, self-contained, LP-gas or fuel oil heaters with individual space thermostatic control.
 3. Use of gasoline-burning space heaters, open flame, or salamander heating units is prohibited.
 4. Provide temporary heat during construction for interior areas included in the Contract to counteract low temperatures or excessive dampness. Maintain during said period or periods until final completion of the Contract, unless otherwise approved by the Owner in writing. Windows, doors, ventilators and similar openings shall be temporarily closed. Provide heat and ventilation to maintain specified conditions for construction operations and to protect materials and finishes from damage by temperature or humidity. The permanent heating system is not to be used for temporary heating unless approved, in writing, by the Owner. If approved, use of the permanent heating system by the Design-Builder does not constitute beneficial use by the Owner. The warrantee for said system will not commence until Substantial Completion is granted. Costs shall be paid by the Design-Builder. See individual Sections for temperature/humidity limits. Temporary heating methods shall comply with OSHA regulations and other applicable codes, statutes, rules and regulations and shall be approved by the Construction Administrator and Owner.
 5. Permanent air handling equipment, when used for temporary heating, shall be equipped with disposable "construction" filters. The construction filters shall have an average efficiency at least equal to the filters specified under **Division 23**, but not less than 30 percent when tested in accordance with ASHRAE 52.2 "Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle

Size." The filters shall have an average arrestance of not less than 90 percent efficiency on one (1) micron size particles. Before turning over the system for final acceptance, the Design-Builder shall remove and dispose of the construction filters; clean the ductwork; spray clean the heating and cooling coils, and drain pans to "like new" condition; and install the filters specified in the Design-Builder's **Division 23 Section 23 40 00 "HVAC Air Cleaning Devices."**

- 6. Refer to the Design-Builder's **Section 01 57 30 "Indoor Environmental Control"** for additional requirements regarding means and methods of providing temporary heating, cooling and ventilating. Meet manufacturer's standards for minimum and maximum temperatures and humidity governing installation of materials and systems.

B. Existing Heating System:

- 1. The Design-Builder may use the existing heating system with temporary extensions, radiators or unit heaters, but such use is subject to the Owner's approval. Coordinate use of existing facilities with Owner. Provide additional, temporary extensions and units to satisfy the criteria given in the preceding paragraph. Owner will pay cost of energy used. Take measures to conserve energy. At the termination of construction, return the facilities to their original condition. Before operation of permanent facilities, verify that installation is approved for operation and that filters are in place.

B. Existing Steam:

- 1. Steam from the Agency's lines shall be metered and paid for by the Design-Builder at a price approved by the Agency and Owner. The Design-Builder shall arrange with their Heating Subcontractor to install and maintain temporary piping, radiators or unit heaters, reducing valves, steam traps and other necessary fittings and accessories. Traps shall be provided to prevent steam from entering main returns. The temporary layout shall meet the approval of the Construction Administrator. Condensate meter (or meters) shall be installed to record usage of steam. At the termination of construction, return the facilities to their original condition.
- 2. Steam from the Agency's lines will be furnished to the Design-Builder without cost, but may be discontinued if use is unreasonable or wasteful.

**End Section 01 51 23
Temporary Heating, Cooling, & Ventilating**

01 51 33 TEMPORARY TELECOMMUNICATIONS

A. Related Documents: All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Temporary Telephone Service and Data: The Design-Builder shall provide temporary telephone service throughout the design- construction period for all personnel engaged in the construction activities. Install telephone on a separate line for each temporary office and first aid station. The Design-Builder shall provide telephone service in their offices and a separate telephone service in the Owner and Construction Administrator's (CA) Office. It is preferred the Design-Builder use a cellular phone. Basic service and local calls will be paid for by the Design-Builder. Toll calls will be paid for by the respective users.

- 1. **Separate Telephone Lines:** Provide additional telephone lines as required below and as required by **Section 01 52 13 Field Offices and Sheds:**
 - 1.1 Where an office has more than **two (2)** occupants, install a telephone for each additional occupant.
 - 1.2 Provide dedicated telephone lines for a separate fax machine in both the Design-Builder's office and the CT DCS / CA office.
- 2. At each telephone, post a list of important telephone numbers, including but not limited to the following:
 - 2.1 Local police and fire departments;
 - 2.2 Ambulance service;

- 2.3 Design-Builder;
- 2.4 Design-Builder's Architect & Engineers offices;
- 2.5 Design-Builder's Subcontractors;
- 2.6 Design-Builder's Suppliers
- 2.7 CT DCS PM;
- 2.8 Construction Administrator;
- 2.10 CT DCS OSBI and OSFM Inspectors;
- 2.11 User Agency representative.

- B. Pay phones are available at the existing facility; the Design-Builder may use this equipment.
- D. Public pay phones are not available at the existing facility, but the Agency, with prior notification, will make a phone available for local calls. All pay calls shall be logged and paid by the Design-Builder.

**End Section 01 51 33
Temporary Telecommunications**

01 51 36 TEMPORARY WATER

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
 - 1.1 **Sterilization:** Sterilize temporary water piping prior to use.
- E. **Existing Water Service:** Water for construction purposes may be taken from the existing service. The Design-Builder shall provide connections, approved backflow prevention device, meter and pipe to the water main or nearest hydrant, subject to the approval of the Authority Having Jurisdiction. Upon completion of work, the Design-Builder shall remove the temporary connections and backfill if necessary. If new water service is installed before construction is complete, the new system may be used provided it is returned to the Owner in as-new condition. The Design-Builder shall pay for the water used, as metered.
- C. **Water Service Not Available At Site:** Water is not available on site and the Design-Builder shall transport water to the project. Cost shall be paid by the Design-Builder.

**End Section 01 51 36
Temporary Water**

01 52 13 FIELD OFFICES AND SHEDS

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Support Facilities Installation:**
 - 1. **General:** Locate field offices, storage sheds, and other temporary construction and support facilities in designated area(s) as shown in the Design-Builder's approved "Plan of Use". Final placement of the field office trailers is to be approved by the Construction Administrator.
 - 1.1 Maintain support facilities until Acceptance of the Work. Remove prior to Acceptance of the Work with permission from the Owner.
 - 2. **Field Offices:** Provide insulated, weathertight temporary offices of sufficient size to accommodate required office personnel at the Project Site. Keep all offices clean and orderly, sweep weekly, and remove rubbish on a daily basis. Furnish and equip offices as follows:

C. Design-Builder Provided Field Offices/Equipment: The Design-Builder shall provide an office for their own use and a method to contact them by e-mail and telephone at any point and time. Design Builder shall supply the State User Agency provided office or trailer(s) with a water cooler for hot and cold water.

D. Field Office Computer System

The Design Builder shall provide two (2) Field office computer systems for the Department's exclusive use for each field office specified. The Design Builder has the option to provide either a desktop or a laptop computer system in accordance with the minimum requirements listed below.

1. Owner and Construction Administrator's Field Offices / Equipment: The Design-Builder shall provide a field office for the Owner and Construction Administrator. The field office shall be *one (1) single wide trailer 12' x 60'*. The trailer shall have to be in "new condition" as determined by the Construction Administrator. *The trailer shall have a minimum of two (2) offices, each with a minimum of 150 square feet each, and a main meeting area.* The trailers shall have ample natural light, heating of sufficient capacity to maintain 70 degrees (F) in winter and air conditioning of sufficient capacity to maintain 75 degrees (F) in summer. The operational noise level of the supplied HVAC systems shall be low enough so as not to impede the conducting of meetings. The Design-builder shall provide a 5-lb. ABC fire extinguisher and an OSHA-approved first aid kit. The Design-Builder shall provide the following furniture, and equipment which will remain his property. The furniture may be used but shall be in good condition as judged by the Owner and Construction Administrator. Design Builder shall supply the State User Agency provided office or trailer(s) with a water cooler for hot and cold water

- 1.1 The Design-Builder shall provide a lockable chemical toilet(s) with toilet tissue for the owners' use. The Design-Builder shall maintain the facility in a sanitary condition. (See Section 01 52 19 Temporary Sanitary Facilities).
- 1.2 Two (2) Lockable, double-pedestal, office desks, each with an executive chair.
- 1.3 Two (2) Plan tables.
- 1.4 Two (2) Plan racks.
- 1.5 Ten (10) Conference chairs and a conference table (approx. 5 feet x 12 feet).
- 1.6 Two (2) Side tables (approx. 3 feet x 5 feet).
- 1.7 Two (2) Wall mounted, cork display boards (4 foot x 6 foot).
- 1.8 Two (2) Wall mounted, white, wipe-off board, with markers (3 foot x 4 foot).
- 1.9 Four (4) File cabinets (lockable four drawer letter size).
- 1.10 Two (2) Bookshelves each with 10 linear feet x 12 inch wide shelving.
- 1.11 Two (2) Large capacity waste receptacles.
- 1.12 One (1) Plain paper, Fax Machine with dedicated telephone line approved by Owner.
- 1.13 Two (2) Telephones with telephone lines and voice mail.
- 1.14 Two (2) Telephones lines (dedicated to computer use) with high-speed Internet connection (minimum of DSL or cable modem service).

2. Field Office Computer System

The Design Builder shall provide two (2) Field office computer system for the Department's exclusive use for each field office specified. The Design Builder has the option to provide either a desktop or a laptop computer system in accordance with the minimum requirements listed below.

2.1 Field Office Desktop Computer System:

- 1.1 **PC computer, Windows 7 operating system.**

- 4.4 The Design-Builder shall provide appropriate dust covers for all field office desktop computer systems.
 - 4.5 The Design-Builder shall provide all manuals necessary for operation of the computer system and software with the system and shall include all documentation normally furnished with the equipment and software when purchased.
 - 4.6 The Owner will be utilizing the computer system to run or access Owner provided construction management software applications. These applications are known to run on Intel and AMD compatible equipment when using the Windows 7 operating system. If the Owner experiences problems running these applications due to hardware or software compatibility, the Design-Builder shall replace the equipment to ensure compatibility to the satisfaction of the Owner within **five (5)** business days.
 - 4.7 The computer system shall be maintained in good working order. If a portion of the system becomes defective, inoperable, damaged, or stolen, that portion shall be repaired or replaced within **five (5)** business days after the Design-Builder is notified by the Owner. If the computer system and related accessories are not maintained by the Design-Builder as required, the Owner may withhold partial payments until the computer system is operational to the Owner's satisfaction.
5. **Field Office Internet Service:**
The Design-Builder shall provide broadband internet service for the field office. Broadband internet service shall be high speed.
- E. **Storage and Fabrication Sheds:** Install storage and fabrication sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on-site.
- 1. Storage sheds for tools, materials and equipment shall be weathertight with heat, lighting and ventilation for products requiring controlled conditions.
 - 2. Remove temporary materials, equipment services and construction before Substantial Completion.
 - 3. Clean and repair damage caused by installation or use of temporary facilities. Restore existing facilities used during construction to be specified or to original condition.

**End Section 01 52 13
Field Offices & Sheds**

01 52 19 TEMPORARY SANITARY FACILITIES

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Design-Builder's Construction Work:** Provide toilet facilities for Design-Builder's and Design-Builder's subcontractor's employees engaged on the Project, including employees of other contractors in accordance with the OSHA Table D-1 (29CFR CH.XVII, OSHA Standard 1926.51) below. Locate toilets where directed and maintain them in a sanitary condition.

Number Of Employees	Minimum Number Of Facilities*
20 or less	1 toilet
20 or more	1 toilet and 1 urinal per 40 employees

200 or more	1 toilet and 1 urinal per 50 employees
*Toilet/Urinal Combinations shall count as only one facility.	

1. Job sites, not provided with a sanitary sewer, shall be provided with one of the following toilet facilities unless prohibited by State Codes:
 - 1.1 Chemical toilets;
 - 1.3 Recirculating toilets;
 - 1.4 Combustion toilets.
 2. Inside buildings, locate toilet facilities no more than 4 stories or 60 feet above or below, nor more than 500 feet travel on the same level from the work location of any person.
 3. Locate toilet facilities no more than 1000 feet from any work location.
- C. The Design-Builder's shall provide, where directed, chemical toilets with toilet tissue, plus wash basins with water, soap and paper towels. The Design-Builder's shall maintain the facilities in a sanitary condition.
- D. If women are employed in the work, provide separate, designated facilities for them of the same kind. Provide an adequate number of each kind of facility for each gender.

**End Section 01 52 19
Temporary Sanitary Facilities**

01 54 00 CONSTRUCTION AIDS

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. The Design-Builder shall furnish tools, apparatus and appliances, hoists and/or cranes and power for same, scaffolding, runways, ladders, temporary supports and bracing and similar work or material necessary to insure convenience and safety in the execution of the Contract Documents except where this is otherwise specified in any Technical Specification Section. All such items shall meet the approval of the Department of Construction Services but responsibility for design, strength, and safety shall remain with the Design-Builder. All such items shall comply with Federal OSHA regulations and applicable codes, statutes, rules and regulations, including compliance with the requirements of the current edition of the "Manual of Accident Prevention in Construction" published by the A.G.C. (Associated General Contractors of America) and the standards of the Connecticut Department of Labor (DOL).
- C. Staging/laydown areas, exterior, and interior, required for the execution of the Contract Documents, shall be furnished, erected, relocated if necessary, and removed by the Design-Builder. Staging/laydown shall be maintained in a safe condition without charge to the Owner and for the use of all trades as needed.

**End Section 01 54 00
Construction Aids**

01 55 13 TEMPORARY ACCESS ROADS

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Temporary Roads and Paving:** Construct and maintain temporary roads and paving to support the indicated loading adequately and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas, and parking where the same permanent facilities will be located. Review proposed modifications to permanent paving with the Construction Administrator and Owner.
1. Provide paving for pedestrian access and parking for field offices.

2. **Paving:** Comply with Design-Builder's Division 32 Section 32 12 16 "Asphalt Paving" for construction and maintenance of temporary paving.
3. Coordinate temporary paving development with sub-grade grading, compaction, installation and stabilization of sub-base and installation of base and finish courses of permanent paving.
4. Install temporary paving to minimize the need to rework the installations and to result in permanent roads and paved areas without damage or deterioration when occupied by the Owner.
5. Extend temporary paving in and around the construction area as necessary to accommodate delivery and storage of materials, equipment usage, administration, and supervision.

**End Section 01 55 13
Temporary Access Roads**

01 55 16 HAUL ROUTES

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. The Design-Builder may use on-site paved roads and parking areas but shall not encumber same or their access. Public highways shall not be blocked by standing trucks, parked cars, material storage, and construction operations or in any other manner.
- C. Public roads and existing paved roads, drives and parking areas on Owner's property shall be kept free from scrap or debris due to construction operations and any damage to their surface caused by the Design-Builder shall be repaired by him at his own expense.
- D. If the work of the Contract affects public use of any street, road, highway, or thoroughfare, the Design-Builder shall confer with the police authority having jurisdiction to determine if and how many police are needed for public safety in addition to any barriers and signals that may be needed. The Design-Builder will be responsible for payment of any needed police services.

**End Section 01 55 16
Haul Routes**

01 56 00 TEMPORARY BARRIERS AND ENCLOSURES

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Provide barriers to prevent public entry into construction areas and to protect existing facilities from damage by construction operations.
- C. Before excavation begins, install an enclosure fence with lockable entrance gates. Locate where indicated on the Construction Documents, or enclose the entire construction site or the portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering the site, except by the entrance gates.
 1. **Chain Link Fence:** Provide chain link construction fencing with posts set in a compacted mixture of gravel and earth. Use a **six (6)** foot-high (minimum) chain link fence with top rail and filter fabric screening. At completion of the project, the Design-Builder must remove the construction fence completely, including all portions of below-ground footings. Fence posts must be removed, not sawn off flush with the soil line.
 2. **Security Enclosure and Lockup:** Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Provide keys to the Construction Administrator.

- 3. **Storage/laydown areas:** Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- D. Provide covered walkways as required by governing authorities for public rights-of-way and for public access to existing buildings.
- E. Provide barriers around **all** trees and plants designated to remain. Protect against vehicular traffic, materials' dumping, chemically injurious materials, puddles, or running water.
- F. Provide temporary, insulated, weathertight closures at openings to the exterior to provide acceptable working conditions and protection for materials, to allow for temporary heating and to prevent entry of unauthorized persons. Provide doors with self-closing hardware and locks.
- G. Barriers and enclosures shall be in conformance with code requirements. Do not block egress from occupied buildings unless necessary to further the work of the Contract. In this case, secure the Department's approval of an alternate egress plan.
- H. See also **Division 00 General Condition, Article 19 "Protection of the Work, Persons, and Property.**

**End Section 01 56 00
Temporary Barriers and Enclosures**

01 56 43 TEMPORARY PROTECTION

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Protect buildings, equipment, furnishings, grounds, and plantings from damage. Any damage shall be repaired or otherwise made good at no expense to the State.
- C. Provide protective coverings and barricades to prevent damage. The Design-Builder shall be held responsible for, and must make good at his own expense, any water, or other type of damage due to improper coverings. Protect the public and building personnel from injury.
- D. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- E. Provide protective coverings for walls, projections, jambs, sills and soffits of openings. Protect finished floors and stairs from traffic, movement of heavy objects and storage. Prohibit traffic and storage on waterproofed and roofed surfaces and on lawn and landscaped areas.
- F. See also **Division 00 General Condition, Article 18 "Protection of the Work, Persons, and Property.**

**End Section 01 56 43
Temporary Protection**

01 57 19 TEMPORARY ENVIRONMENTAL CONTROLS

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Temporary Environmental Controls:** Design-Builder is to provide the following controls.
 - 1. **Rodent and Pest Control:** Before deep foundation work has been completed, retain a local exterminator or pest control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Employ this service to perform extermination and control procedures at regular intervals so the Project will be free of pests and their residues at materials.
 - 2. Dust Control (construction and demolition);

- 3. Noise Control;
- 4. Erosion and Sediment Control;
- 5. Pollution Control;
- 6. Traffic Control.

**End Section 01 57 19
Temporary Environmental Controls**

01 57 19 ENVIRONMENTAL MANAGEMENT

A. Related Documents: All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Summary:

- 1. Section includes:
 - 1.2 Special requirements for environmental management during construction operations.
 - 1.3 Monitoring requirements.

C. Related Sections:

- 1. **01 45 00 – Quality Control:** Meetings and project coordination.
- 2. **01 81 13 – Sustainable Design:** Closeout Documentation

D. Definitions

- 1. Definitions pertaining to sustainable development: As defined in ASTM E2114.
- 2. Environmental pollution and damage: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances; or degrade the utility of the environment for aesthetic, cultural, or historical purposes.

E. Preconstruction Meeting

- 1. After award of Contract and prior to the commencement of the Work, schedule and conduct meeting with Owner and Construction Administrator to discuss the proposed Environmental Protection Plan and to develop mutual understanding relative to details of environmental protection.
- 2. Schedule meeting in conjunction with preconstruction meeting for Environmental Regulatory Requirements.
- 3. Verify procedures and requirements necessary to ensure implementation of Environmental Protection Plan is coordinated with applicable environmental regulatory requirements.

F. Submittals

- 1. **Environmental Protection Plan:** Not less than **ten (10)** days before the Pre-construction meeting, prepare and submit an Environmental Protection Plan.
 - 1.1 **Format:** At a minimum, address the following elements:
 - .1 Identification of Project;
 - .2 Identification and contact information for Environmental Manager;
 - .3 General site information;

- .4 Summary of Plan;
 - .5 Procedures to address water resources;
 - .6 Procedures to address land resources;
 - .7 Procedures to address air resources;
 - .8 Procedures to address fish and wildlife resources;
 - .9 Monitoring procedures.
 - 1.2 Revise and resubmit Plan as required by Owner.
 - .1 Approval of Design-Builder's Plan will not relieve the Design-Builder of responsibility for compliance with applicable environmental regulations.
 - 2. Reports for Field Quality Control.
- G. Environmental Protection**
- 1. **Protection of natural resources:** Comply with applicable regulations and these specifications. Preserve the natural resources within the Project boundaries and outside the limits of permanent Work performed under this Contract in their existing condition or restore to an equivalent or improved condition as approved by Owner.
 - 1.2 Confine demolition and construction activities to areas defined by owner during pre-construction meetings.
 - .1 Disposal operations for demolished and waste materials that are not identified to be salvaged, recycled or reused:
 - .1 Remove debris, rubbish, and other waste materials resulting from demolition and construction operations, from site.
 - .2 No burning permitted.
 - .3 Transport materials with appropriate vehicles and dispose off-site to areas that are approved for disposal by governing authorities having jurisdiction.
 - .4 Avoid spillage by covering and securing loads when hauling on or adjacent to public streets or highways. Remove spillage and sweep, wash, or otherwise clean project site, streets, or highways.
 - 1.3 **Water resources:** Protect groundwater resources from contaminants.
 - .1 Comply with requirements of the National Pollutant Discharge Elimination System (NPDES) and the State Pollutant Discharge Elimination System (SPDES).
 - .2 Oily substances: Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water.
 - .1 Store and service construction equipment at areas designated for collection of oil wastes.
 - .3 **Mosquito abatement:** Prevent ponding of stagnant water conducive to mosquito breeding habitat.
 - .4 Prevent run-off from site during demolition and construction operations.
 - 1.4 **Land resources:** Prior to construction, identify land resources to be preserved within the Work area. Do not remove, cut, deface, injure, or

destroy land resources including trees, shrubs, vines, grasses, topsoil, and landforms without permission from Owner.

1.4.1 Conserve distinctive topographical features and character, as possible. Refer to the civil diagrams in Volume II, Appendix A.

1.4.2 Earthwork: As specified in the applicable Specification Section under Division 31 Earth Work and as follows:

.1 Erodible soils: Plan and conduct earthwork to minimize the duration of exposure of unprotected soils, except where the constructed feature obscures borrow areas, quarries, and waste material areas. Clear areas in reasonably sized increments only as needed to use the areas developed. Form earthwork to final grade as shown. Immediately protect side slopes and back slopes upon completion of rough grading.

.2 Delineate work zones so as to restrict compaction of soil elsewhere.

.3 Delineate buffer zones around moist areas.

.4 Erosion and sedimentation control devices: Construct or install temporary and permanent erosion and sedimentation control features as required.

1.4.3 Tree and plant protection:

.1 Prior to start of construction, tag each tree and plant scheduled to remain with value as approved by Owner. In the event of damage to tree or plant, Owner may at Owner's discretion, deduct the indicated value of the damaged tree or plant from the Design-Builder's Contract Sum.

1.5 Air Resources: Comply with IAQ Management Plan and as follows:

1.5.1 Prevent creation of dust, air pollution, and odors.

1.5.2 Sequence construction to avoid disturbance to site to the greatest extent possible.

1.5.3 Use mulch, water sprinkling, temporary enclosures, and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.

.1 Do not use water when it may create hazardous or other adverse conditions such as flooding and pollution.

1.5.4 Store volatile liquids, including fuels and solvents, in closed containers.

1.5.5 Properly maintain equipment to reduce gaseous pollutant emissions.

1.6 Fish and Wildlife Resources: Manage and control construction activities to minimize interference with, disturbance of, and damage to fish and wildlife.

1.6.1 Do not disturb fish and wildlife.

1.6.2 Do not alter water flows or otherwise significantly disturb the native habitat related to the project and critical to the survival of fish and wildlife, except as indicated or specified.

1.6.3 Identify and conserve wildlife corridors that intersect the site.

H. Field Quality Control

- 1. **General:**
 - 1.1 Comply with requirements of agencies having jurisdiction and as specified herein.
 - 1.2 Provide field practices, shipping, and handling of samples in accordance with ASTM D4840.
- 2. **Field Quality Control Reports:** Provide in accordance with approved Environmental Protection Plan.

**End Section 01 57 19
Environmental Management**

01 57 23 TEMPORARY STORM WATER CONTROL

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. The Design-Builder shall assume responsibility by submitting the registration required by a general permit for Storm Water pollution control as required by the Connecticut Department of Energy and Environmental Protection (DEEP) "General Permit for the Discharge of Storm Water and Dewatering Wastewaters from Construction Activities"; permit requirements. Refer to CT DEEP Web Site: www.ct.gov/deep/site/default.asp
- C. Conform to the Storm Water Pollution Control Plan in the Design-Builder's Contract Documents or have another plan prepared at the Design-Builder's expense, which has which has been approved by the CT Department of Construction Services and CT Department Energy and Environmental Protection (DEEP).
- D. The Design-Builder shall sign and cause to be signed by each of their appropriate subcontractor(s), the Certification Statement required by the General Permit.
- E. The Design-Builder shall provide, maintain, and monitor a rain gauge on the site; monitoring shall include maintaining a log of the readings. The rain gauge shall remain the property of the Design-Builder.

**End Section 01 57 23
Temporary Storm Water Control**

01 57 30 INDOOR ENVIRONMENTAL CONTROL

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Summary:**
 - 1. This Section includes the following:
 - 1.1 Microbial and fungal contamination control.
 - 1.2 Indoor air quality and pollution control.
 - 1.3 Heating, ventilating, and air conditioning.
 - 2. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 2.1 Division 01 **Section 01 45 23 "Testing for IAQ, Baseline IAQ & Materials"** for building flush out requirements.
 - 2.2 Division 01 **Section 01 57 40 "Construction IAQ Management Plan"** for a description of the IAQ management plan.

C. References:

1. ASTM International (ASTM):

- 1.1** ASTM D5116-2006, Standard Guide for Small-Scale Environmental Chamber Determination of Organic Emissions From Indoor Materials/Products.

D. Microbial And Fungal Contamination Control:

- 1.** Perform, schedule, and sequence Work as required to limit conditions supporting formations of microbes, molds, and fungi.
- 1.1** Control water penetration, dampness, and humidity to prevent products not treated for exterior use from becoming soaked or damp.
- 1.2** Enclose building prior to installing interior materials and finishes.
- 1.3** Do not install interior products subject to moisture absorption until building is enclosed and wet work generating moisture and humidity is complete.
- 2.** When visible formations are observed and when formations cannot be completely removed by non-abrasive surface cleaning:
- 2.1** Remove and replace materials identified as food sources for microbes, molds, and fungi.
- 2.2** Correct conditions supporting microbial, mold, and fungal growth.
- 3.** Remove interior products and finishes, identified as food sources that have absorbed sufficient moisture to become damp whether or not microbial, mold, or fungal growth is observed. Include:
- 3.1** Gypsum board cores.
- 3.2** Organic materials composed of cellulose fiber or paper.
- 3.3** Materials containing sucrose or other binders identified as supporting microbial growth.
- 4.** Remove fibrous insulation materials subject to retaining moisture such as duct liner, insulation, and other materials that are made wet or damp and cannot immediately be made dry.
- 5.** Repair or replace ductwork, pans, and other conditions subject to moisture condensation, water penetration, or other water source not drained and made dry.
- 5.1** Remove conditions that have become an environment for microbes, molds, or fungi.
- 5.2** Do not permit conditions leading to standing water.
- 6.** Install wet work and allow time needed to dry and cure prior to installing materials such as carpet, acoustical material, textiles, and other material of type that may attract and retain moisture.

E. Indoor Air Quality and Pollution Control:

- 1.** Product Emission Rate Standards: Test to ASTM D5116 for maximum indoor air concentration levels.
- 1.1 Formaldehyde:**
- 1.1.1** 0.03 parts per million where no other requirements are specified.
- 1.1.2** 0.005 parts per million where products are specified as formaldehyde free.
- 1.2 Total VOC Emissions for Carpet Tile, Adhesives, and Sealers:** 0.05 mg/m² per hour.

- 1.3 **4 Phenyl Cyclohexene (4-PC) Particulate Emissions for Carpet:** One (1) part per billion.
 - 1.4 **Total Particulate Emission Rate Levels:** 50 ug/m³.
 - 1.5 **Primary and Secondary Regulated Pollutants:** Conform to USEPA, Code of Federal Regulations, Title 40, Part 50 National Air Ambient Air Quality Standard. Refer to EPA Web Site: <http://www.epa.gov/epahome/rules.html#codified>.
 - 1.6 **Other Pollutants Not Listed:** Not greater than 1/10 of Threshold Limit Value - Time Weighted Average (TLV-TWA) industrial workplace standard.
2. **Architectural Coatings - Volatile Organic Compound (VOC) Content Limits:** Conform to US Environmental Protection Agency (EPA) Federal Register 48886/Vol. 63, No.176 Friday, September 11, 1998/ Rules and Regulations. Refer to EPA Web Site: <http://www.epa.gov/ttn/atw/eparules.html>.
 3. Do not use products in combination with or in contact with other products that can be identified as combining to form toxic fumes or sustained odors.
 4. Do not use solvents within interior areas that may penetrate and be retained in absorptive materials such as concrete, gypsum board, wood, cellulose products, fibrous material, and textiles.
 5. Protect construction materials from contamination and pollution from contact with construction dust, debris, fumes, solvents, and other environmentally polluting materials.
 6. Allow furnishings and materials such as carpet, floor tile, acoustical tile, textiles, office furniture, and casework, to air out in clean environment prior to installation.
- F. Heating, Ventilating, and Air Conditioning (HVAC)**
1. Do not run permanent HVAC system during course of construction. Seal ductwork intake and exhaust vents.
 2. Heat, dehumidify, and ventilate building during course of Work as necessary to maintain environmental conditions suitable for drying and curing materials and for prevention of conditions suitable for mold and mildew growth.
 - 2.1 Ventilate building to remove moisture, dust, fumes, and odors.
 - 2.2 Temper and dehumidify air as needed to remove excess moisture.
 - 2.3 Do not use propane heaters and other moisture generating heating systems.
 3. Flush out building prior to commissioning. Refer to **Section 01 45 23 Testing For Indoor Air Quality, Baseline IAQ, & Materials** for procedure.
 4. Inspect ductwork for refuse, contaminants, moisture and other foreign contamination prior to commissioning. Notify Commissioning Authority (CxA) of satisfactory inspection prior to beginning of Commissioning.
 5. Clean underfloor plenum at access flooring acting as supply air duct, prior to occupancy.
- G. Remedial Action:**
1. Promptly take action as necessary to inspect and remediate conditions suspected of supporting microbial, fungal or mold conditions and where contaminated by indoor air pollution.
 2. Notify and consult with Architect prior to beginning remedial action where contamination by hazardous chemicals, microbes, and fungi is suspected.

End Section 01 57 30
Indoor Environmental Control

01 57 40 CONSTRUCTION INDOOR AIR QUALITY MANAGEMENT PLAN

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Summary:**
1. This Section includes:
 - 1.1 Description of a Construction Indoor Air Quality (IAQ) Management Plan.
 - 1.2 IAQ construction requirements.
 2. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 1.1 Divisions 01 through 49 sections for green building rating system requirements specific to the Work of each of those sections. These requirements may or may not include reference to LEED.
 - 1.2 Division 01 Section 01 45 23 "Testing for IAQ, Baseline IAQ, & Materials."
 - 1.3 Division 01 Section 01 57 30 Indoor Environmental Control."
 - 1.4 Design-Builder's Division 23 – Section 23 05 93 "Testing, Adjusting and Balancing for HVAC" for additional requirements for baseline testing for IAQ.
 - 1.5 Design-Builder's Division 23 – Section 23 05 93 "Testing, Adjusting and Balancing for HVAC" for cleaning of HVAC system including ductwork, air intakes and returns, and changing of filters.
- C. References:**
1. **American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE):**
 - 1.1 ASHRAE Standard 52.1 INT1-2007, Gravimetric and Dust Spot Procedures for Testing Air Cleaning Devices in General Ventilation for Removing Particulate Matter.
 2. **ASTM International, Inc. (ASTM):**
 - 2.1 ASTM D5116-2006, Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions From Indoor Materials/Products.
 3. **Sheet Metal and Air Conditioning National Contractors' National Association (SMACNA):**
 - 3.1 IAQ Guidelines for Occupied Buildings Under Construction ANSI/SMACNA 008-2008.
- D. Indoor Air Quality:**
1. **Goals:** The Owner has set the following indoor air quality goals for jobsite operations on the project, within the limits of the design-construction schedule, Contract Sum, and available materials, equipment, products and services. Goals include:
 - 1.1 Protect workers on the site from undue health risks during construction.
 - 1.2 Prevent residual problems with indoor air quality in the completed building.
- E. Submittals:**
1. **Indoor Air Quality Plan:** Within **fourteen 14** Calendar Days after receipt of **Notice of Award** and prior to any waste removal from the project, develop and submit for review a healthy indoor air quality plan. The plan shall include:
 - 1.1 List of IAQ protective measures to be instituted on the site.

1.2 Schedule for inspection and maintenance of IAQ measures.

F. Quality Assurance:

1. Perform material tests and report results in accordance with ASTM D5116.

G. Substitutions:

1. Should the Design-Builder desire to use procedures, materials, equipment, or products that are not specified but meet the intent of the specifications to protect indoor air quality on the site, the Design-Builder shall propose these substitutions in accordance with **Section 01 60 00 "Product Requirements."**

H. Materials:

1. Low emitting products have been specified in appropriate sections.

I. Construction IAQ Management Plan:

1. Meet or exceed the minimum requirements of the **SMACNA "IAQ Guidelines for Occupied Buildings Under Construction ANSI/SMACNA 008-2008."**

1.1 Protect the ventilation system components from contamination, OR provide cleaning of the ventilation components exposed to contamination during construction prior to occupancy.

1.2 After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total air volume of 14000 cu ft of outdoor air per sq ft of floor area while maintaining an internal temperature of at least 60 degrees F and relative humidity no higher than 60 percent.

1.2.1 Refer to related requirements in spec section 23 08 00 Commissioning of HVAC.

1.3 **If building occupancy is to occur before completion of the flush-out, deliver a minimum of 3500 cu ft of outdoor air per sq ft of floor area to the space. Once the space is occupied, ventilate it at a minimum rate of 0.30 cfm/sq ft of outside air or the design minimum outside air rate determined in accordance with the applicable Sections of ANSI/ASHRAE Standard 62.1-2007, Ventilation for Acceptable Indoor Air Quality or applicable local code, whichever is more stringent. During each day of the flush-out period, begin ventilation a minimum of three (3) hours prior to occupancy and continue during occupancy. Maintain these conditions until a total of 14000 cu ft/sq ft of outside air has been delivered to the space.**

2. During installation of carpet, paints, furnishings, and other VOC-emitting products, provide supplemental (spot) ventilation for at least **seventy-two (72)** hours after work is completed. Preferred HVAC system operation uses supply air fans and ducts only; exhaust provided through windows. Use exhaust fans to pull exhaust air from deep interior locations. Stair towers and other paths to exterior can be useful during this process.

3. Conduct regular inspection and maintenance of indoor air quality measures including ventilation system protection, and ventilation rate.

4. Require VOC-safe masks for workers installing VOC-emitting products (interior and exterior) defined as products that emit 150 gpl or more UNLESS local jurisdiction's requirements are stricter, in which case the strictest requirements shall be followed for use of VOC-safe masks.

5. Use low-toxic cleaning supplies for surfaces, equipment, and worker's personal use. Options include several domestically produced biobased, soybean-based solvents cleaning products options, and citrus-based cleaners.

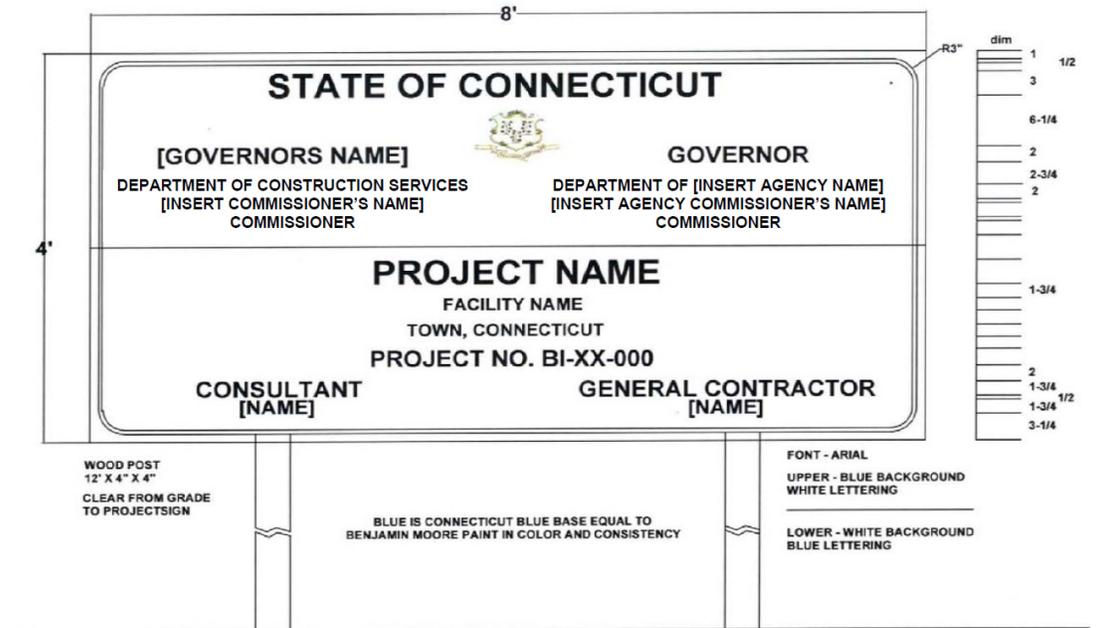
6. Use wet sanding for gypsum board assemblies. **Exception:** Dry sanding allowed subject to the Construction Administrator's approval of the following measures:

- 6.1 Full isolation of space undergoing finishing.
- 6.2 Plastic protection sheeting is installed to provide air sealing during sanding.
- 6.3 Closure of all air system devices and ductwork.
- 6.4 Sequencing of construction precludes the possibility of contamination of other spaces with gypsum dust.
- 6.5 Worker protection is provided.
- 7. Use safety meetings, signage, and Design-Builder's agreements to communicate the goals of the construction indoor air quality plan.

**End Section 01 57 40
 Construction Indoor Air Quality Management Plan**

01 58 13 TEMPORARY PROJECT SIGNAGE

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Project Sign:** Design-Builder shall engage an experienced sign painter to apply graphics. The Design-Builder shall request the Construction Administrator shall provide Design-Builder with all of the detailed illustration of the sign of the project sign, including but limited, format, wording, font size, color selection, and State Seal. Within **seven (7)** Calendar Days of the Date of the Commencement of the Work the Design-Builder shall erect a Project Sign at the construction site, in a location designated by the CT DCS Project Manager and Construction Administrator.
 - 1. **Groundbreaking Ceremonies Sign:** For groundbreaking ceremonies only, provide a temporary tripod for the sign illustrated and described below. Make the tripod of 12 ft long 2" x 4"s (Stud Grade), beveled and bolted at the top. Provide approximately 5-ft between legs at grade. Provide a 6-ft long, 2" x 4" seat for the sign; locate 5-ft above grade and nail in place. Nail sign at **four (4)** places where edges intersect tripod legs. Drive a 24" long, pointed 2" x 4" stake into the earth next to each leg and nail to legs.
 - 2. **Project Sign:** The Design-Builder shall fabricate the Project Sign as follows:
 - 2.1 ¾ inch, exterior grade, A-B Fir plywood;
 - 2.2 mounted on preservative treated fir posts;
 - 2.3 painted both sides and all edges of sign and the posts with two coats of exterior, white, alkyd primer;
 - 2.4 borders and letters painted with "bulletin" (sign) paint;
 - 2.5 have a self-adhesive decal of the State seal to be provided by the Construction Administrator;
 - 3. **Project Sign Detail:** Sign letter sizes, fonts, colors and related information are shown in the following illustration:



- C. The Design-Builder shall remove and properly dispose of the Project Sign within **seven (7)** Calendar Days after Acceptance of the Work of the project.

**End Section 01 58 13
 Temporary Project Signage**

**END SECTION 01 50 00
 TEMPORARY FACILITIES AND CONTROLS**

01 60 00 PRODUCT REQUIREMENTS

A. **Summary:** Section 01 60 00 Product Requirements contains the following subsections:

01 61 00 **Common Product Requirements**

01 61 00 COMMON PRODUCT REQUIREMENTS

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Product Definitions:**
 - 1. New items for incorporation in the Work, whether purchased by design-Builder or Owner for the Project, or taken from previously purchased stock, and may also include existing materials or components required for reuse.
 - 2. Includes the terms material, equipment, machinery, components, subsystem, system, hardware, software, and terms of similar intent and is not intended to change meaning of such other terms used in the Design-Builder's Contract Documents, as those terms are self-explanatory and have well recognized meanings in construction industry.
 - 3. Items identified by manufacturer's product name, including make or model designation, indicated in manufacturer's published product literature, that is current as of the date of the Design-Builder's Contract Documents.
- C. **Design-Builder's Design Requirements**
 - 1. The Design-Builder's design of installation, systems, equipment, and components, including supports and anchorage, shall be in accordance with provisions of latest edition of the Connecticut State Building Code.
- D. **Preparation For Shipment**
 - 1. When practical, factory assemble products. Mark or tag separate parts and assemblies to facilitate field assembly. Cover machined and unpainted parts that may be damaged by the elements with strippable protective coating.
 - 1. Package products to facilitate handling and protect from damage during shipping, handling, and storage. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of Project and Design-Builder, equipment number, and approximate weight. Include complete packing list and bill of materials with each shipment.
- E. **Extra Materials, Special Tools, Test Equipment, and Expendables:**
 - 1. Furnish as required by individual Specifications.
 - 2. **Schedule:**
 - 2.1 Ensure that shipment and delivery occurs concurrent with shipment of associated equipment.
 - 2.2 Transfer to Owner shall occur immediately subsequent to Design-Builder's acceptance of equipment from their Supplier.
 - 3. **Packaging and Shipment:**
 - 3.1 Package and ship extra materials and special tools to avoid damage during long term storage in original cartons insofar as possible, or in appropriately sized, hinged-cover, wood, plastic, or metal box.
 - 3.2 The following information shall be prominently display on each package:
 - .1 Manufacturer's part nomenclature and number, consistent with operation and maintenance manual identification system.
 - .2 Applicable equipment description.
 - .3 Quantities of parts in package.

- .4 Equipment manufacturer.
 - .5 Deliver materials to the State Agency designated by the Owner and Construction Administrator.
 - .6 Notify by the Owner Construction Administrator upon arrival for transfer of materials.
 - .7 Replace extra materials and special tools found to be damaged or otherwise inoperable at time of transfer to Owner.
- 3.3 Advance Notice of Shipment:** Request a minimum of **seven (7)** Calendar Days advance notice of shipment from manufacturer. Upon receipt of manufacturer's advance notice of shipment, promptly notify the Owner and Construction Administrator of anticipated date and place of equipment arrival.
- 3.4 Factory Test Results:** Reviewed and accepted by Design-Builder's Architect/Engineer before product shipment as required in individual Specification sections.
- F. Materials and Equipment:** Shall be delivered, stored and handled to prevent intrusion of foreign matter and damage by weather or breakage. Packaged materials shall be delivered and stored in original, unbroken packages.
- 1. Promptly inspect shipments to assure that products comply with requirements, that quantities are correct and products are undamaged.
 - 2. Packages, materials and equipment showing evidence of damage will be rejected and replaced at no additional cost to the Owner.
- F. Delivery and Inspection**
- 1. Deliver products in accordance with accepted current Progress Schedule and coordinate to avoid conflict with the Work and conditions at Site. Deliver anchor bolts and templates sufficiently early to permit setting prior to placement of structural concrete.
 - 2. Deliver products in undamaged condition, in manufacturer's original container or packaging, with identifying labels intact and legible. Include on label, date of manufacture and shelf life, where applicable.
 - 3. Unload products in accordance with manufacturer's instructions for unloading or as specified. Record receipt of products at Site. Promptly inspect for completeness and evidence of damage during shipment.
 - 4. Remove damaged products from Site and expedite delivery of identical new undamaged products, and remedy incomplete or lost products to provide that specified, so as not to delay progress of the Work.
- G. Handling, Storage, and Protection**
- 1. Handle and store products in accordance with manufacturer's written instructions and in a manner to prevent damage. Store in approved storage yards or sheds provided in accordance with Section 01 50 00, Temporary Facilities and Controls. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner.
 - 2. Manufacturer's instructions for material requiring special handling, storage, or protection shall be provided prior to delivery of material.
 - 3. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration. Keep running account of products in storage to facilitate inspection and to estimate progress payments for products delivered, but not installed in the Work.
 - 4. Store electrical, instrumentation, and control products, and equipment with bearings in weather-tight structures maintained above 60 degrees F. Protect electrical, instrumentation, and control products, and insulate against moisture, water, and dust

damage. Connect and operate continuously space heaters furnished in electrical equipment.

5. Store fabricated products above ground on blocking or skids, and prevent soiling or staining. Store loose granular materials in well-drained area on solid surface to prevent mixing with foreign matter. Cover products that are subject to deterioration with impervious sheet coverings; provide adequate ventilation to avoid condensation.
6. Stone, masonry units and similar materials shall be stored on platforms or dry skids and shall be adequately covered and protected against staining and damage.
7. Store finished products that are ready for installation in dry and well-ventilated areas. Do not subject to extreme changes in temperature or humidity.
8. After installation, provide coverings to protect products from damage due to traffic and construction operations. Remove coverings when no longer needed.
9. Hazardous Materials: Prevent contamination of personnel, storage area, and Site. Meet requirements of product specification, codes, and manufacturer's instructions.
10. The Design-Builder shall prepare, as directed by the Owner, one area or space in the building for storage of State-owned equipment.

**End Section 01 60 00
Product Requirements**

**END SECTION 01 60 00
TEMPORARY FACILITIES AND CONTROLS**

01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS

- A. **Summary:** Section 01 70 00 Execution and Closeout Procedures contains the following subsections:
- 01 71 23 **Field Engineering**
 - 01 73 29 **Cutting and Patching**
 - 01 74 13 **Progress Cleaning**
 - 01 74 19 **Construction Waste Management & Disposal**

 - 01 75 00 **Starting And Adjusting**
 - 01 77 00 **Closeout Procedures**
 - 01 78 23 **Operation And Maintenance Data**
 - 01 78 30 **Warranties And Bonds**

01 71 23 FIELD ENGINEERING

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. The Design-Builder shall provide field engineering services to establish and record grades, lines, and elevations.
- C. The Design-Builder shall retain a Professional Engineer or Land Surveyor registered by the State of Connecticut to lay out the building, underground utility lines, and other site work from the horizontal and vertical control information furnished by the Owner and to establish and record the necessary elevations, at no additional cost to the State.
- D. The Design-Builder shall forward a letter from his Land Surveyor or Professional Engineer stating that the control information furnished by the Owner is accurate or shall identify inaccuracies, if they exist. The Design-Builder shall not take advantage of errors, which may be included in the control information. Stakes and markings shall be preserved.

**End Section 01 71 23
Product Requirements**

01 73 29 CUTTING AND PATCHING

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. It is the responsibility of the Design-Builder to provide chases, channels or openings where needed.
- C. The Design-Builder shall install sleeves, inserts, and hangers furnished by the trades needing same.
- D. After installing work into openings, channels, and/or chases, the Design-Builder shall close same. If finishes are to be restored, the new work shall match the original and shall be done by the trade customarily responsible for the particular kind of work.
- E. Written permission shall be obtained from the Design-Builder before cutting beams, arches, lintels or other structural members.
- F. **Requirements for Structural Work:** Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
 - 1. The Design-Builder shall obtain written approval from their Architect/Engineer of the cutting and patching proposal before cutting and shall submit all of the Design-Builder's A/E approval letters to the Construction Administrator before patching the following structural elements:

- 1.1 Foundation construction.
 - 1.2 Bearing and retaining walls.
 - 1.3 Structural concrete.
 - 1.4 Structural steel.
 - 1.5 Lintels.
 - 1.6 Structural decking.
 - 1.7 Miscellaneous structural metals.
 - 1.8 Exterior curtain-wall construction.
 - 1.9 Equipment supports.
 - 1.10 Piping, ductwork, vessels, and equipment.
 - 1.11 Structural systems of special construction in Division 13 Sections.
- G. Do cutting and patching to integrate all elements of the work. Provide penetrations of existing surfaces. Provide samples for testing. Seal penetrations through floors, walls, ceilings, and roofs, as applicable; restore or preserve fire-rated and smoke-barrier construction. Construction and finishes shall match original work.
- H. The Design-Builder shall verify dimensions for built-in work and/or work adjoining that of other trades before ordering any material or doing any work. Discrepancies shall be submitted to the Construction Administrator before proceeding with the work.
- I. **Existing Warranties:** Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.
- J. Also see Division 00 General Conditions **Article 21 “Cutting, Fitting, Patching, and Digging”**.

**End Section 01 73 29
Cutting and Patching**

01 74 13	PROGRESS CLEANING
-----------------	--------------------------

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **This Section includes:**
- 1. Cleaning requirements during construction operations.
 - 2. Final cleaning prior to turning the project over to the Owner.
- C. **Quality Assurance**
- 1. Coordinate with **Section 01 57 19 - Environmental Management.**
 - 2. Coordinate with **Section 01 77 00– Close out Procedures.**
 - 2.1 Design-Builder shall provide progress cleaning that minimizes sources of food, water, and harborage available to pests.
- D. Utilize non-toxic cleaning materials and methods.
- 1. Use natural cleaning materials where feasible. Natural cleaning materials include:
 - 1.1 abrasive cleaners: substitute 1/2 lemon dipped in borax.
 - 1.2 ammonia: substitute vinegar, salt and water mixture, or baking soda and water.
 - 1.3 disinfectants: substitute 1/2 cup borax in gallon water.
 - 1.4 drain cleaners: substitute 1/4 cup baking soda and 1/4 cup vinegar in boiling water.
 - 1.5 upholstery cleaners: substitute dry cornstarch.
- E. Maintain areas under the Design-Builder’s control free of waste materials, debris, and rubbish. Maintain in a clean and orderly condition.

- F. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces before closing the space.
- G. Periodically clean interior areas before start of surface finishing and continue cleaning on an as-needed basis.
- H. The Design-Builder shall control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces.
- I. Remove waste materials, debris, and rubbish from site daily and dispose of legally off-site. No scrap/debris shall remain inside the building or anywhere on site upon final acceptance of the project.
- J. **Final Cleaning:**
 - 1. At completion of Work, remove all remaining waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all exposed surfaces; leave Project clean and ready for occupancy.
 - 1.1 After review of trees to remain by Architect and Owner, remove tree tags.
 - 1.2 Provide final cleaning in accordance with ASTM E1971 and the approved Integrated Pest management (IPM) plan.
- K. See also **Division 00 General Conditions, Article 22 "Cleaning Up"**.

**End Section 01 74 13
Progress Cleaning**

01 74 19 CONSTRUCTION WASTE MANAGEMENT & DISPOSAL

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Summary:** This Section includes requirements for waste management goals, waste management plan and waste management plan implementation.
- C. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 1. Division 01 **Section 01 11 00 "Summary of Work"**.
 - 2. Division 01 **Section 01 20 00 "Price and Payment Procedures"**.
 - 4. Division 01 **Section 01 31 19 "Project Meetings"**.
 - 5. Division 01 **Section 01 33 00 "Submittal Procedures"**.
 - 6. Division 01 **Section 01 45 00 "Quality Control"**.
 - 7. Division 01 **Section 01 50 00 "Temporary Facilities and Controls"**.
 - 8. Division 01 **Section 01 60 00 "Product Requirements"**.
 - 9. Division 01 **Section 01 77 00 "Closeout Procedures"**.
 - 10. Division 01 **Section 01 81 13 "Sustainable Design Requirements"**.
- D. **Definitions:**
 - 1. **Construction Waste:** Solid wastes such as building materials, packaging and rubble resulting from construction, paving and infrastructure.
- E. **Demolition Waste:** Solid wastes such as concrete, wood, brick, plaster, roofing materials, wallboard, metals, carpeting, insulation, and clean fill resulting from demolition or selective demolition of structures.
- F. **Recyclable Materials:** Products and materials that can be recovered and remanufactured into a new product. Recyclable materials include, but are not limited to, the following:
 - 1. Metals (ferrous and non-ferrous), including banding, metal studs, ductwork, and piping.
 - 2. Asphaltic concrete paving.

3. Portland cement concrete.
 4. Gypsum products.
 5. Paper and cardboard.
 6. Wood products, including structural, finish, crates, and pallets.
 7. Brick and masonry.
 8. Carpet and padding.
 9. Plastics.
 10. Copper wiring.
- G. Recycling Facility:** A business that specializes in collecting, handling, processing, distributing, or remanufacturing waste materials generated by new construction projects, into products or materials that can be used for this project or by others.
- H. Salvage and Reuse:** Existing usable product or material that can be saved and reused in some manner on the project site. Materials for reuse must be approved by the Construction Administrator. Materials that can be salvaged and reused must comply with applicable technical specifications and include, but are not limited to, the following:
1. Dimensional lumber and other wood products.
 2. Structural steel.
 3. Soil.
 4. Masonry products.
 5. Plants.
- I. Salvage for Resale:** Existing usable product that can be saved and removed intact (as is) from the project site to another site for resale to others without remanufacturing.
- K. Waste Management Goals:**
1. The Owner has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
 2. The Design-Builder shall use all means available to divert the greatest extent practical and economically feasible, construction waste from landfills and incinerators.
 3. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.
 4. Recycle and/or salvage a minimum of 75 percent of non-hazardous construction waste by weight of the total solid waste generated by the Project.
 5. With regard to these goals the Design-Builder shall develop, for the Owner and Construction Administrator's review, a Waste Management Plan for this Project.
 6. Take a pro-active, responsible role in management of construction waste and require all of the Design-Builder's subcontractors, vendors, and suppliers to participate in the effort. Establish a construction waste management program that includes the following categories:
 - 6.1 Minimizing packaging waste.
 - 6.2 Salvage and reuse.
 - 6.3 Salvage for resale or donation.
 - 6.4 Recycling.
 - 6.5 Disposal.

L. Submittals:

1. **Draft Waste Management Plan:** Within **thirty (30)** Calendar days after receipt of Notice of Award of Bid, or prior to any waste removal, whichever occurs sooner, the general Design-Builder shall submit **three (3)** copies of a Draft Waste Management Plan to the Construction Administrator.
2. **Final Waste Management Plan:** Once the Owner has determined which of the recycling options addressed in the Draft Waste Management Plan are acceptable, the Design-Builder shall submit within **ten (10)** Calendar days **three (3)** copies of a Final Waste Management Plan.
3. **Progress Reports:** Submit **three (3)** copies of monthly progress reports, at the same time as the Application for Payment, documenting the following:
 - 3.1 **Material category.**
 - 3.2 **Point of waste generation.**
 - 3.3 **Total quantity of waste in tons.**
 - 3.4 **Quantity of waste salvaged, in tons.**
 - 3.5 **Quantity of waste recycled, in tons.**
 - 3.6 **Total quantity of waste recovered (salvaged plus recycled) in tons.**
 - 3.7 **Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.**
4. **Calculations:** Submit **three (3)** copies of calculations indicating the end-of-project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Project prior to Substantial Completion.
5. **Record Submittals:**
 - 5.1 **Donations:** Indicate which salvageable materials were donated, who they were donated to, and whether the recipient is tax exempt. Submit documentation indicating receipt of donations.
 - 5.2 **Sales:** Indicate which salvageable materials were sold, who they were sold to, and whether the recipient is tax exempt. Submit documentation indicating receipt of materials.
 - 5.3 **Recycling:** Indicate which materials were recycled and the name of the facility licensed to accept them. Submit documentation such as manifests, weight tickets, receipts, and invoices.
 - 5.4 **Waste Disposal:** Indicate which materials were accepted as waste by landfills and incinerator facilities licensed to accept them. Submit documentation indicating receipt of materials.

M. Quality Assurance:

1. **Regulatory Requirements:** Comply with regulations of State of Connecticut Department of Environment Protection, Waste Management Bureau Recycling Program.
2. **Waste Management Conference:** Review and discuss the waste management plan, requirements for documenting quantities of each type of waste and its disposition, procedures for materials separation, procedures for periodic collection and transportation to recycling and disposal facilities. Review waste management requirements for each trade. Verify availability of containers and bins needed to avoid delays.

N. Waste Management Plan:

1. **Draft Waste Management Plan:** Include the following in the Draft Plan:

- 1.1 Analysis of the proposed jobsite waste to be generated, including types and quantities.
 - 1.2 **Landfill Options:** The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
 - 1.3 **Alternatives to Landfilling:** A list of each material proposed to be salvaged, reused, or recycled during the course of the Project, the proposed local market for each material, and the estimated net cost savings or additional costs resulting from separating and recycling (versus landfilling) each material. "Net" means that the following have been subtracted from the cost of separating and recycling:
 - 1.3.1 Revenue from the sale of recycled or salvaged materials and
 - 1.3.2 Landfill tipping fees saved due to diversion of materials from the landfill. The list of these materials is to include, at a minimum, the following materials:
 - .1 **Cardboard.**
 - .2 **Clean dimensional wood.**
 - .3 **Beverage containers.**
 - .4 **Land clearing debris.**
 - .5 **Concrete.**
 - .6 **Bricks.**
 - .7 **Concrete Masonry Units (CMU).**
 - .8 **Asphalt.**
 - .9 **Metals from banding, stud trim, ductwork, piping, rebar, roofing, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.**
- J. **Resources for Development of Waste Management Plan:** The following sources may be useful in developing the Draft Waste Management Plan:
- 1. **Recycling Haulers and Markets:** Local haulers and markets for recyclable materials. For more information, contact the State of Connecticut Department of Environmental Protection, Waste Management Bureau Recycling Program, (860) 424-3365:
www.dep.state.ct.us/wst/recycle/ctrecycle.htm
- K. **Final Waste Management Plan:** The Final Waste Management Plan shall contain the following:
- 1. Analysis of the proposed jobsite waste to be generated, including types and quantities.
 - 2. **Landfill Options:** The name of the landfill(s) where trash will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all Project waste in the landfill(s).
 - 3. **Alternatives to Landfilling:** A list of the waste materials from the Project that will be separated for reuse, salvage, or recycling.
 - 4. **Meetings:** A description of the regular meetings to be held to address waste management. Refer to **Section 01 31 19 "Project Meetings"**.
 - 5. **Materials Handling Procedures:** A description of the means by which any waste materials identified in item (3) above will be protected from contamination, and a description of the means to be employed in recycling

the above materials consistent with requirements for acceptance by designated facilities.

6. **Transportation:** A description of the means of transportation of the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site) and destination of materials.

O. Waste Management Plan Implementation:

1. **Manager:** The Design-Builder shall designate an on-site party (or parties) responsible for instructing workers and overseeing and documenting results of the Waste Management Plan for the Project.
2. **Distribution:** The Design-Builder shall distribute copies of the Waste Management Plan to the Design-Builder's, Job Site Foreman, each of their Subcontractors, the Owner, and the Construction Administrator.
3. **Instruction:** The Design-Builder shall provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.
3. **Separation Facilities:** The Design-Builder shall lay out and label a specific area to facilitate separation of materials for potential recycling, salvage, reuse, and return. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.
4. **Hazardous Wastes:** Hazardous wastes shall be separated, stored, and disposed of according to local regulations.
5. **Application for Progress Payments:** The Design-Builder shall submit with each Application for Progress Payment a Summary of Waste Generated by the Project. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payment. The Summary shall be submitted on a form acceptable to the Owner and shall contain the following information:
 - 5.1 The amount (in tons or cubic yards) of material landfilled from the Project, the identity of the landfill, the total amount of tipping fees paid at the landfill, and the total disposal cost. Include manifests, weight tickets, receipt, and invoices.
 - 5.2 For each material recycled, reused, or salvaged from the Project: the amount (in tons or cubic yards), the date removed from the jobsite, the receiving party, the transportation cost, the amount of any money paid or received for the recycled or salvaged material, and the net total cost or savings of salvage or recycling of each material shall be indicated. Attach manifests, weight tickets, receipts, and invoices.

P. Plan Implementation:

1. Implement the waste management plan as approved by Owner and Construction Administrator.
2. Provide training of Design-Builder's workers, contractors, subcontractors, and suppliers on proper waste management procedures.
 - 2.1 Distribute waste management plan to all parties involved in the Project within **three (3)** Calendar Days of submittal return.
 - 2.2 Distribute plan to parties when they first begin working on the Project site. Review plan procedures and locations established for salvage, recycling, and disposal.

Q. Separation Of Recyclable Waste Materials:

1. Provide the necessary containers and bins, to facilitate the waste management program, that are clearly and appropriately marked. Prevent contamination of recyclable materials from incompatible products and materials. Separate construction waste at the project site by one of the following methods:

- 1.1 **Source Separated Method:** Waste products and materials, that are recyclable, are separated from trash and sorted into appropriately marked separate containers and then transported to the respective recycling facility for further processing. Trash is transported to a landfill or incinerator.
- 1.2 **Co-Mingled Method:** All construction waste is placed into a single container and then transported to a recycling facility where the recyclable materials are sorted and processed and the remaining trash is transported to a landfill or incinerator.
- 1.3 Other methods proposed by the Design-Builder and approved by the Owner, Construction Administrator.

**End Section 01 74 19
Construction Waste Management and Disposal**

01 75 00 STARTING AND ADJUSTING

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Summary:**
 - 1. This Section includes administrative and procedural requirements for handling requests for building system start up and system demonstration and includes the following:
 - 1.1 **Starting Systems.**
 - 1.2 **Demonstration and instructions.**
 - 1.3 **Testing, adjusting, and balancing.**
- C. **Related Sections:** The following Sections contain requirements that relate to this Section:
 - 1. Division 01 **Section 01 45 00 "Quality Control"** specifies quality assurance and inspecting services.
 - 2. Division 01 **Section 01 77 00 "Closeout Procedures"** specifies requirements for contract close out requirements for system operation and maintenance data and extra materials.
 - 3. Division 01, **Section 01 91 00 "Commissioning"** specifies process requirements for system commissioning.
 - 4. **Design-Builder's Division 23, Section 23 08 00 "Commissioning of HVAC"** specifies requirements HVAC&R system commissioning or the equivalent Section on Commissioning of HVAC provided by the **Design-Builder**.
- D. **Starting Systems:**
 - 1. Coordinate schedule for start-up of various equipment and systems.
 - 2. Provide written notification to the Owner's Construction Administrator **thirty (30)** Calendar Days prior to start-up of each item.
 - 3. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, and control sequence for other conditions that may cause damage.
 - 4. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
 - 5. Verify that wiring and support components are complete and tested.
 - 6. Execute the start-up under supervision of manufacturer's representative, in accordance with manufacturer's instructions.

- 7. When referenced in individual specification sections, require manufacturer to provide an authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- 8. Submit a written report in accordance with Division 01 **Section 01 45 00 "Quality Control"** that the equipment or system has been properly installed and is functioning properly.

E. Demonstration and Instructions:

- 1. Demonstrate operation and maintenance of Products to Owner and Agency Personnel **fourteen (14)** Calendar Days prior to substantial completion.
- 2. Demonstrate Project equipment and instruct in a classroom environment at location designated by the Construction Administrator and instructed by a qualified manufacturer's representative who is knowledgeable about the Project.
- 3. For equipment or systems requiring seasonal operation perform demonstration for season within **six (6)** months.
- 4. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner and Agency Personnel in detail to explain all aspects of operation and maintenance.
- 5. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, and maintenance, and shutdown of each item at agreed upon scheduled time and at equipment or designated location.
- 6. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during demonstration.
- 7. Starting and adjusting equipment does not constitute acceptance by the owner since commissioning is a requirement of this contract. Additionally, the warrantee does not begin until substantial completion has been granted for that specific item.

F. Testing, Adjusting, and Balancing:

- 1. The Design-Builder will employ and pay for the testing services of an independent consultant to verify the testing, adjusting, and balancing.
 - 1.1 Comply with the requirements of Division 01 **Section 01 91 00 "Commissioning"** as they relate to the Work of this Section.
- 2. Reports will be submitted by the independent testing consultant to the Construction Administrator indicating observations and results of tests and indicating compliance or non-compliance with the requirements of the Design-Builder's Contract Documents.
- 3. The Owner may employ and pay for the services of an independent consultant to verify testing, adjusting, and balancing which was performed by the Design-Builder.

**End Section 01 75 00
Starting And Adjusting**

01 77 00 CLOSEOUT PROCEDURES

- A. Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Substantial Completion:**
 - 1. Upon completion of the work, the Design-Builder shall submit to the State a Certificate of Substantial Completion wherein the Design-Builder certifies that all conditions of the Contract Documents have been met, and that the facility is ready for occupancy by the Agency. Issuance of a Certificate of Substantial Completion by the Owner shall be a pre-condition for payment by the Owner.

- 1.1 Preliminary Procedures: Before requesting inspection for Certification of Substantial Completion, complete the following. List exceptions in the request.
 - 1.2 In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent (100%) completion for the portion of the Work claimed as substantially complete.
 - 1.2.1 Include supporting documentation for completion as indicated in the Contract Documents and a statement showing all accounting of the Contract Documents.
 - 1.2.3 If 100 percent (100%) completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete shall be provided as well as a schedule for completion of work.
 - 1.3 Advise the Owner of pending insurance changeover requirements.
 - 1.4 Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 - 1.5 Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 1.6 Submit as-built record drawings, maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 1.7 Deliver tools, spare parts, extra stock, and similar items.
 - 1.8 Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 - 1.9 Demonstration, through operation and testing, the functions of all systems and/or equipment to the satisfaction of the Owner for compliance to the contract. Complete testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
 - 1.10 Complete final cleanup requirements, including touchup painting.
 - 1.11 Touch up and otherwise repair and restore marred, exposed finishes.
 - 1.12 Compliance with other terms as outlined in the Contract Documents.
 - 1.13 List of all the Design-Builder's suppliers, sub-contractors, etc. Include name of firm, address, FEIN number and CT Tax I.D. number.
2. Inspection Procedures: The Design-Builder shall be ready and prepared when they request a Substantial Completion inspection. If the inspection reveals that the work is not complete, there are extensive punchlist items and as the items listed above are not complete, the Construction Administrator, Owner, and Agency will determine the inspection has failed.
 3. The Design-Builder is responsible for all costs to re-inspect due to a failed inspection.
 - 3.1 The Design-Builder will repeat inspection when requested and assured that the Work is substantially complete.
 - 3.2 Results of the completed inspection will form the basis of requirements for Acceptance of the Work.

C. Acceptance of the Work

1. **Preliminary Procedures:** Before requesting a Final Inspection and Certificate of Acceptance and Final Payment, complete the following. List exceptions in the request.

- 1.1 Submit a request for the Final Inspection and Certificate of Acceptance, with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required. Submit an updated final statement, accounting for final additional changes to the D-B Contract Sum.
 - 1.2 Submit a certified copy of the Construction Administrator's Final Inspection list of items to be completed or corrected, endorsed and dated by the Construction Administrator. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Construction Administrator.
 - 1.3 Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
 - 1.4 Submit consent of surety to Final Payment.
 - 1.5 Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- D. Reinspection Procedure:** The Inspection Group will re-inspect the Work upon receipt of notice from the Construction Administrator that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner.
1. Upon completion of re-inspection, the Construction Administrator will prepare a Certificate of Acceptance for issuance by the Owner. If the Work is incomplete, the Construction Administrator will advise the Design-Builder of Work that is incomplete or of obligations that have not been fulfilled but are required for Acceptance.
- F.** Issuance of a Certificate of Acceptance, in accordance with CGS § 4-61(b)(2) as amended, by the Owner does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Builder's Contract Documents.
- G. Design-Builder's As-Built Drawings Submittal:**
1. **General:** The Design-Builder shall not use the As-Built Drawings for construction purposes. Protect Design-Builder's As-Built Drawings from deterioration and loss in a secure, fire-resistant location. Provide access to the As-Built Drawings for Owner's and Construction Administrator's reference during normal working hours. Keep documents current; do not permanently conceal any work until required information has been recorded. Failure to keep documents current is sufficient cause to withhold progress payments.
 - 1.1 The Design-Builder shall also engage the services of a Surveyor registered in the State of Connecticut to conduct a final survey to determine the location of exterior underground utility lines and to record the results, and update existing electronic media.
 - 1.2 The record of exterior underground utilities shall be made at the time of installation on Mylar film drawing and AutoCAD (latest version) compatible disks. The drawing shall bear the seal of the Land Surveyor and a statement of accuracy.
 2. **Design-Builder's As-Built Drawings:** The Design-Builder shall maintain one clean, complete undamaged set of blue or black line white-prints of Design-Builder's Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. **Failure to keep As-built Documents current is sufficient cause to withhold progress payments.**

- 2.1 Mark record sets with erasable pencil to distinguish between variations in separate categories of the Work.
 - 2.2 Mark all new information that is not shown on Contract Drawings.
 - 2.3 Note related Agreement Amendments where applicable.
 - 2.4 Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
 - 2.5 Upon completion of the work, the Design-Builder shall pass the As-Built Drawings on to their Architect or Engineer for transferring the changes to the Record Drawing Reproducible Tracings and then submit their Record Drawings to the Construction Administrator for the Owner's Records.
 - 2.6 Submit electronic format data of all Coordination Drawing drawings as required by the owner.
 - 2.7 Refer to Section **01 45 00 "Quality Control"** Paragraph **8.3.6** for required as-built drawings and specifications for fire alarm systems.
 - 2.8 Upon completion of the work, the Design-Builder shall submit Record Drawings to their Architect and/or Engineer for transferring the changes to the Record Drawings.
- F. Design-Builder's Record Documents:** Within **thirty (30)** Calendar Days after receipt of the Design-Builder's "As-Built Drawings" the Design-Builder's Architect/Engineers shall convert the Design-Builder's "As-Built" information into an electronic CADD format and BIM electronic files (if applicable) as required by the Owner, using the original Design-Builder's A/E contract documents as base drawings. The Design-Builder's Architect shall produce "Record Documents" that show all of the significant modifications made during the course of the project. The Design-Builder's Architect's shall produce **two (2)** sets of electronic CADD format "Record Documents" on electronic media as required by the Owner and (1) set of reproducible Mylar's "Record Documents". The original Mylar "Cover Sheet" that includes the original Design-Builder's A/E Team Members dated signatures and professional seals shall be the Record Documents Cover Sheet. The Design-Builder's Architect's final "Record Documents" (electronic media and reproducible Mylar's) shall be made at the Design-Builder's Architect's expense and shall become the property of the State.
- H. Design-Builder's Record Specifications:** The Design-Builder shall maintain one complete copy of the Project Manual. Include with the Project Manual one copy of other written construction documents, such modifications issued in printed form during construction.
1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
 2. Give particular attention to the Technical Specifications and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
 3. Note related record drawing information and Product Data.
 4. Upon completion of the Work, submit record Specifications to the Construction Administrator for the Owner's records.
- I. Design-Builder's As-Built Product Data:** The Design-Builder shall maintain one copy of each As-Built Product Data submittal and a markup of record drawings and As-Built Specifications.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
 3. Upon completion of markup, submit complete set of As-Built Product Data to the Construction Administrator for the Owner's records.
 4. The Design-Builder's Architect and Engineers will be responsible for the accuracy of As-Built Drawings.
- J. **Design-Builder's Record Sample Submitted:** Immediately prior to Substantial Completion, the appropriate Design-Builder's A/E Team Members shall meet with the Owner, Construction Administrator, and the Agency's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner/Agency instructions regarding delivery to the Owner/Agency Sample storage area.
- K. **Design-Builder's Miscellaneous Record Submittals:** Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Construction Administrator for the Owner's records.
- L. **Maintenance Manuals:** Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, **2-inch, 3-ring**, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder according to Section **01 78 23 "Operation and Maintenance Data"**. The manual shall include, but not be limited to, the following types of information:
1. **Emergency instructions.**
 2. **Spare parts list.**
 3. **Copies of warranties.**
 4. **Wiring diagrams.**
 5. **Recommended "turn-around" cycles.**
 6. **Inspection procedures.**
 7. **Shop Drawings and Product Data.**
 8. **Fixture lamping schedule.**
 9. **List of vendors and addresses.**
- M. **Closeout Procedures:**
1. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Agency's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
 - 1.1 **Maintenance manuals.**
 - 1.2 **Record documents.**
 - 1.3 **Spare parts and materials.**
 - 1.4 **Tools.**
 - 1.5 **Lubricants.**
 - 1.6 **Fuels.**
 - 1.7 **Identification systems.**

-
- 1.8 Control sequences.
 - 1.9 Hazards.
 - 1.10 Cleaning.
 - 1.11 Warranties and bonds.
 - 1.12 Maintenance agreements and similar continuing commitments.
2. As part of instruction for operating equipment, demonstrate the following procedures:
- 2.1 Startup.
 - 2.2 Shutdown.
 - 2.3 Emergency operations.
 - 2.4 Noise and vibration adjustments.
 - 2.5 Safety procedures.
 - 2.6 Economy and efficiency adjustments.
 - 2.7 Effective energy utilization.
- N. Final Cleaning:
- 1. **General:** The Contract Documents require general cleaning during construction. Regular site cleaning is included in **Section 01 74 13 "Progress Cleaning"**.
 - 2. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion and Certification of Occupancy.
 - 3. **Interior:**
 - 3.1 Remove labels that are not permanent labels.
 - 3.2 Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.
 - 3.3 Clean exposed interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - 3.4 Wash washable surfaces of mechanical, electrical equipment and fixtures and replace filters, clean strainers on mechanical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - 3.5 Clean and polish finish hardware.
 - 3.6 Clean and polish tile and other glazed surfaces.
 - 3.7 Clean floors; wax and buff resilient tile. Clean vinyl or rubber base.
 - 3.8 Vacuum and/or dust walls, ceilings, lighting fixtures, ceiling diffusers and other wall and ceiling items.

- 3.9 Remove defacements, streaks, fingerprints, and erection marks.
- 4. **Exterior:**
 - 4.1 Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth, even-textured surface.
 - 4.2 Clean exposed exterior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances
 - 4.3 Clean roofs, gutters and downspouts.
 - 4.4 Remove waste and surplus materials, rubbish and construction equipment and facilities from the site, and deposit it legally elsewhere.
 - 4.5 Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Remove paint spots; wash and polish glass.
- 5. **Pest Control:** Engage an experienced, licensed exterminator to make a final inspection and rid the work of rodents, insects, and other pests.
- 6. **Removal of Protection:** Remove temporary protection and facilities installed for protection of the Work during construction.
- 7. **Compliance:** Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Agency's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
 - 7.1 Where extra materials of value remain after completion of associated Work, they become the Agency's property. Dispose of these materials as directed by the Construction Administrator.
 - 7.2 Leave building clean and ready for occupancy. If the Design Builder fails to clean up, the Owner may do so, with the cost charged to the Developer.

O. Prerequisites To Functional Completion

- 1. All TAB work and the commissioning of systems must be complete prior to Functional Completion, unless approved in writing by the Owner's Project Manager. Exceptions to this are the planned control system training performed after occupancy and any required seasonal or approved deferred testing. This includes for all systems, but is not limited to:
 - 1.1 Completed and signed start-up and prefunctional checklist documentation;
 - 1.2 Requested trend log data;
 - 1.3 Submission of final approved TAB report;
 - 1.4. Completion of all functional testing;
 - 1.5 Required training of Owner personnel completed and approved;
 - 1.6 Submission of the approved O&M manuals;
 - 1.7 All identified deficiencies have been corrected or are approved by the Owner to be accepted from this milestone.

2. The Owner's Project Manager (PM) and Construction Administrator will determine the date of Functional Completion after reviewing the Commissioning Authority (CxA) Agent's recommendation for Functional Completion.

End Section 01 77 00
Closeout Procedures

01 78 23 OPERATION AND MAINTENANCE DATA

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

- B. **Summary:** This Section includes administrative and procedural requirements for operation and maintenance manuals, including the following:
 1. Preparing and submitting operation and maintenance manuals for building operating systems and equipment.
 2. Preparing and submitting instruction manuals covering the care, preservation, and maintenance of architectural products and finishes.

- D. **Related Sections:** The following sections contain requirements that relate to this Section:
 1. Division 01 Section **01 33 00 "Submittal Procedures"** specifies preparation of Shop Drawings and Product Data.
 2. Division 01 Section **01 75 00 "Starting and Adjusting"** specifies instruction of the Owner and Agency operating personnel in the operation and maintenance of building systems and equipment and the general requirements for starting-up equipment and systems.
 3. Division 01 Section **01 77 00 "Closeout Procedures"** specifies general closeout requirements.
 4. Division 01 Section **01 78 30 "Warranties and Bonds"** specifies requirements for submittal of warranties and bonds.
 5. Division 01 Section **01 81 13 "Sustainable Design Requirements"** specifies requirements for submittals related to green building certification.
 6. Appropriate Sections of the Divisions 02 through 49 specify special operation and maintenance data requirements for specific pieces of equipment or building operating systems.

- E. **Quality Assurance**
 1. **Maintenance Manual Preparation:** In preparation of maintenance manuals, use personnel thoroughly trained and experienced in operation and maintenance of equipment or system involved.
 - 1.1 Where maintenance manuals require written instructions, use personnel skilled in technical writing where necessary for communication of essential data.
 - 1.2 Where maintenance manuals require drawings or diagrams, use draftsmen capable of preparing drawings clearly in an understandable format.
 2. **Instructions for the Owner and Agency Personnel:** The Design-Builder must use experienced instructors thoroughly trained and experienced in operation and maintenance of equipment or system involved, to instruct the Owner's operation and maintenance personnel.

F. Submittals:

1. **Submittal Schedule:** Comply with the following schedule for submitting operation and maintenance manuals:
 - 1.1 Before Substantial Completion, when each installation that requires operation and maintenance manuals is nominally complete, submit **two (2)** draft copies of each manual to the Construction Administrator for review. Include a complete index or table of contents of each manual.
 - 1.1.1 The Construction Administrator will return **one (1)** copy of the draft with comments within **twenty-one (21)** Calendar Days of receipt.
 - 1.1.2 Submit **three (3)** copies of data in final form at least **twenty (21)** Calendar Days before final inspection. The Construction Administrator will return **one (1)** copy within **twenty (21)** Calendar Days after final inspection, with comments.
2. After final inspection, make corrections or modifications to comply with the Construction Administrator comments. Submit final copies to the Construction Administrator within **twenty (21)** Calendar Days of receipt of the Construction Administrator comments.
3. **Form of Submittal:** Prepare operation and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
4. **Binders:** For each manual, provide heavy-duty, commercial-quality, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to receive **8-1/2-by-11- inch** paper. Provide a clear plastic sleeve on the spine to hold labels describing contents. Provide pockets in the covers to receive folded sheets.
 - 4.1 Where **two (2)** or more binders are necessary to accommodate data, correlate data in each binder into related groupings according to the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
 - 4.2 Identify each binder on front and spine, with the printed title "**OPERATION AND MAINTENANCE MANUAL**", Project title or name, and subject matter covered. Indicate volume number for multiple volume sets of manuals.
5. **Dividers:** Provide heavy paper dividers with celluloid-covered tabs for each separate section. Mark each tab to indicate contents. Provide a typed description of the product and major parts of equipment included in the section on each divider.
6. **Protective Plastic Jackets:** Provide protective, transparent, plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
7. **Text Material:** Where maintenance manuals require written material, use the manufacturer's standard printed material. If manufacturer's standard printed material is not available, provide specially prepared data, neatly typewritten, on **8-1/2-by-11-inch, 20-lb/sq ft** white bond paper.
8. **Drawings:** Where maintenance manuals require drawings or diagrams, provide reinforced, punched binder tabs on drawings and bind in with text.
 - 5.1 Where oversize drawings are necessary, fold drawings to the same size as text pages and use as a foldout.
 - 5.2 If drawings are too large to be used practically as a foldout, place the drawing, neatly folded, in front or rear pocket of binder. Insert a typewritten page indicating drawing title, description of contents, and drawing location at the appropriate location in the manual.

G. Manual Content

1. In each manual include information specified in the individual Specification Section and the following information for each major component of building equipment and its controls:
 - 1.1 General system or equipment description.
 - 1.2 Design factors and assumptions.
 - 1.3 Copies of applicable shop drawings and product data.
 - 1.4 System or equipment identification, including:
 - 1.4.1 Name of manufacturer.
 - 1.4.2 Model number.
 - 1.4.3 Serial number of each component.
 - 1.5 Operating instructions.
 - 1.6 Emergency instructions.
 - 1.7 Wiring diagrams.
 - 1.8 Inspection and test procedures.
 - 1.9 Maintenance procedures and schedules.
 - 1.10 Precautions against improper use and maintenance.
 - 1.11 Copies of warranties.
 - 1.12 Repair instructions including spare parts listing.
 - 1.13 Sources of required maintenance materials and related services.
 - 1.14 Manual index.
2. Organize each manual into separate sections for each piece of related equipment. As a minimum, each manual shall contain a title page; a table of contents; copies of product data, supplemented by drawings and written text; and copies of each warranty, bond, and service contract issued.
 - 2.1 **Title Page:** Provide a title page in a transparent, plastic envelope as the first sheet of each manual. Provide the following information:
 - 2.1.1 Subject matter covered by the manual.
 - 2.1.2 Name and address of the Project.
 - 2.1.3 Date of submittal.
 - 2.1.4 Name, address, and telephone number of the Design-Builder.
 - 2.1.5 Name and address of the Architect and Construction Administrator.
 - 2.1.6 Cross-reference to related systems in other operation and maintenance manuals.
 - 2.2 **Table of Contents:** After title page, include a typewritten table of contents for each volume, arranged systematically according to the Project Manual format. Include a list of each product included, identified by product name or other appropriate identifying symbol and indexed to the content of the volume.
 - 2.2.1 Where a system requires more than one volume to accommodate data, provide a comprehensive table of contents for all volumes in each volume of the set.
 - 2.3 Provide a general information section immediately following table of contents, listing each product included in the manual, identified by product

name. Under each product, list the name, address, and telephone number of the Design-Builder's subcontractor or Installer and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. Include a local source for replacement parts and equipment.

- 2.4 Product Data:** Where the manuals include manufacturer's standard printed data, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation. Where the Project includes more than **one (1)** item in a tabular format, identify each item, using appropriate references from the Design-Builder's Contract Documents. Identify data that is applicable to the installation, and delete references to information that is not applicable.
- 2.5 Written Text:** Prepare written text to provide necessary information where manufacturer's standard printed data is not available, and the information is necessary for proper operation and maintenance of equipment or systems. Prepare written text where it is necessary to provide additional information or to supplement data included in the manual. Organize text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operation or maintenance procedure.
- 2.6 Drawings:** Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems or to provide control or flow diagrams. Coordinate these drawings with information contained in project record drawings to assure correct illustration of the completed installation.
- 2.6.1** Do not use original Record Documents as part of operation and maintenance manuals.
- 2.7 Warranties and/or Bonds:** Provide a copy of each warranty and/or bond in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to follow in the event of product failure. List circumstances and conditions that would affect validity of warranty or bond.

H. Material And Finishes Maintenance Manual:

- 1.** Submit **four (4)** copies of each manual, in final form, on material and finishes to the Construction Administrator for distribution. Provide **one (1)** section for architectural products, including applied materials and finishes. Provide a second section for products designed for moisture protection and products exposed to the weather.
- 1.1** Refer to individual Specification Sections for additional requirements on care and maintenance of materials and finishes.
- 2. Architectural Products:** Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
- 2.1 Manufacturer's Data:** Provide complete information on architectural products, including the following, as applicable:
- 2.1.1 Manufacturer's catalog number.
- 2.1.2 Size.
- 2.1.3 Material composition.
- 2.1.4 Color.
- 2.1.5 Texture.
- 2.1.6 Reordering information for specially manufactured products.
- 2.2 Care and Maintenance Instructions:** Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information on

cleaning agents and methods that could prove detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.

- 3. **Moisture Protection and Products Exposed to the Weather:** Provide complete manufacturer's data with instructions on inspection, maintenance, and repair of products exposed to the weather or designed for moisture-protection purposes.

- 3.1 **Manufacturer's Data:** Provide manufacturer's data giving detailed information, including the following, as applicable:

- 3.1.1 Applicable standards.
 - 3.1.2 Chemical composition.
 - 3.1.3 Installation details.
 - 3.1.4 Inspection procedures.
 - 3.1.5 Maintenance information.
 - 3.1.6 Repair procedures.

- I. **Equipment And Systems Maintenance Manual:**

- 1. Submit **four (4)** copies of each manual, in final form, on equipment and systems to the Construction Administrator for distribution. Provide separate manuals for each unit of equipment, each operating system, and each electric and electronic system.

- 1.1 Refer to individual Specification Sections for additional requirements on operation and maintenance of the various pieces of equipment and operating systems.

- 2. **Equipment and Systems:** Provide the following information for each piece of equipment, each building operating system, and each electric or electronic system.

- 2.1 **Description:** Provide a complete description of each unit and related component parts, including the following:

- 2.1.1 Equipment or system function.
 - 2.1.2 Operating characteristics.
 - 2.1.3 Limiting conditions.
 - 2.1.4 Performance curves.
 - 2.1.5 Engineering data and tests.
 - 2.1.6 Complete nomenclature and number of replacement parts.

- 2.2 **Manufacturer's Information:** For each manufacturer of a component part or piece of equipment, provide the following:

- 2.1.1 Printed operation and maintenance instructions.
 - 2.1.2 Assembly drawings and diagrams required for maintenance.
 - 2.1.3 List of items recommended to be stocked as spare parts.

- 2.3 **Maintenance Procedures:** Provide information detailing essential maintenance procedures, including the following:

- 2.4 **Operating Procedures:** Provide information on equipment and system operating procedures, including the following:

- 2.4.1 Startup procedures.
 - 2.4.2 Equipment or system break-in.
 - 2.4.3 Routine and normal operating instructions.
 - 2.4.4 Regulation and control procedures.

- 2.4.5 Instructions on stopping.
- 2.4.6 Shutdown and emergency instructions.
- 2.4.7 Summer and winter operating instructions.
- 2.4.8 Required sequences for electric or electronic systems.
- 2.4.9 Special operating instructions.
- 2.5 **Servicing Schedule:** Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.
- 2.6 **Controls:** Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
- 2.7 **Identification Drawings:** Provide each Design-Builder's Identification Drawings.
 - 2.7.1 Provide as-installed, color-coded, piping diagrams, where required for identification.
- 2.8 **Valve Tags:** Provide charts of valve-tag numbers, with the location and function of each valve.
- 2.9 **Circuit Directories:** For electric and electronic systems, provide complete circuit directories of panel boards, including the following:
 - 2.9.1 **Controls.**
 - 2.9.2 **Communication.**
- 3. **Electronic Media:**
 - 3.1 For equipment which requires maintenance by operational personnel, provide a professionally developed **DVD** for the use of maintenance training for the facility. Each **DVD** will be accompanied by a written index which can be utilized to find any specific item of information by time or place on the **DVD**.
 - 3.2 The Design-Builder is responsible for this production. This **DVD** will be provided to the Construction Administrator at the same time as the delivery of the other maintenance material.
 - 3.3 The **DVD** must be able to be edited for future changes to the equipment and modifications as they occur.

**End Section 01 78 23
Operation And Maintenance Data**

01 78 30 WARRANTIES AND BONDS

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Summary:** This Section includes administrative and procedural requirements for warranties required by the Design-Builder's Contract Documents, including manufacturer's standard warranties on products and special warranties.
 - 1. Refer to the D-B General Conditions for terms of the Design-Builder's period for correction of the Work.

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

- 1. Division 01 Section **01 33 00 "Submittal Procedures"** specifies procedures for submitting warranties.

2. Division 01 **Section 01 77 00 "Closeout Procedures"** specifies contract closeout procedures.
 3. Division 01 **Section 01 78 23 "Operation and Maintenance Data"** specifies required operation and maintenance data.
 4. The Divisions 02 through 49 Sections for specific requirements for warranties on products and installations specified to be warranted.
 5. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Designer-Builder's Contract Documents.
- N.**
- D. Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Design-Builder of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve the Design-Builder's suppliers, manufacturers, and subcontractors required to countersign special warranties with the Design-Builder.
 - E. Related Damages and Losses:** When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.
 - F. Reinstatement of Warranty:** When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
 - G. Replacement Cost:** Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Design-Builder's Contract Documents. The Design-Builder is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
 - H. Owner's Recourse:** Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
 1. **Rejection of Warranties:** The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 - I.** Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Design-Builder presents evidence that entities required to countersign such commitments are willing to do so.
 - J.** The Design-Builder shall warranty all materials and workmanship for a period of eighteen months from the date of Acceptance of the Work. In addition, the Design-Builder shall furnish the warranties listed below. Submit four copies of each to the Construction Administrator in the supplier's standard form or in the form given below if there is no standard form available.
 - K.** The Design-Builder shall warranty all materials and workmanship for a period of **eighteen (18)** months from the date of Acceptance of the Work. In addition, the Design-Builder shall furnish the warranties listed below. Submit four copies of each to the Construction Administrator in the supplier's standard form or in the form given below if there is no standard form available.
 - L. Specification/Warranty Table:** The Design-Builder shall provide for all warranties as shown in the Specification/Warranty table:

Specification / Warranty Table

Item No.	Section No.	Specification Product/Warranty
----------	-------------	--------------------------------

1.	07	<u>07 53 23</u> Built Up Roofing (BUR), Base Flashing, and Insulation:
----	----	--

		& 07 54 19		20 year material and workmanship, and; 2 Design-Builder's warranty for installation.
2.	07	07 71 00	Copper Roofing:	10 year against rupture, cracks or perforation due to corrosion and including materials and workmanship.
3.	07	08 95 16	Vents and Hatches:	5 year product and installation, including weathertightness.
4.	07	07 13 26 & 07 14 16 & 07 16 16	Waterproofing:	
5.	07	07 95 00	Exterior Expansion Joint Covers:	5 year material and workmanship, including weathertightness.
6.	07	07 92 00	Exterior - Interior Caulking and Sealants:	5 year, material and workmanship.
7.	07	07 62 00	Metal Flashing and Sheet Metal:	3 year, material and workmanship.
8.	08	08 14 16	Solid Wood Core and Mineral Core doors:	Lifetime for interior doors. 5 year for exterior doors.
9.	08	08 33 23	Overhead Doors (coiling or sectional):	5 year material and workmanship.
10.	08	08 71 00	Closers, Locksets, Exit Bolts:	Longest term offered by manufacturer for grade/class of particular item, material and workmanship.
11.	08	08 80 00	Insulating glass:	10 year against failure of hermetic seal, interpane dusting, or misting including replacement of unit.
12.	08	08 51 13	Windows:	5 year material and workmanship including weathertightness.
13.	08	08 80 00	Laminated Glass:	10 year against delamination.
14.	08	08 41 13 & 08 41 26 & 08 44 13	Storefront/Curtain Wall:	5 year material and workmanship (insulating glass separate). Air and water infiltration and strength to specified AAMA designation.
15.	09	09 68 13 & 09 68 16	Carpet:	10 year wear and color fastness, and; 3 year installation.
16.	10	10 28 00	Mirrors:	15 years against silver spoilage.
17.	14	14 21 00	Elevators and Wheelchair Lifts:	18 months for material, workmanship, and installation.
18.	22	23 57 00	Instantaneous Heat Exchangers:	1 year, material, and installation.
19.	23	23 21 23 & 23 22 23	Compressors and Pumps:	5 years, material and installation,

20.	26	<u>26 09 23</u>	Dimming Controls: 8 years, material and installation,
21.	26	<u>26 24 14</u> & <u>26 24 16</u>	Switchboards and Panels: 5 years, material and installation,
22.	26	<u>26 32 13</u>	Engine Generators: 10 years, material and installation,
23.	26	<u>26 33 53</u>	Uninterruptable Power Supply: 3 years, material and installation,
24.	26	<u>26 51 00</u>	Lighting Ballasts: 5 years, material and installation,
25.	32	<u>32 92 00</u> & <u>32 93 00</u>	Plant Material, Turf and Grasses: 24 months, material and installation, and growth.

- M. Submit certification that finish materials are fire rated as specified.
- N. Form of Warranty: Warranties shall be submitted in following format:

Warranty

Commissioner: (Insert Commissioner's Name)
Department of Construction Services
165 Capitol Avenue
Hartford, Connecticut 06106

Project Number: (Insert CT DCS Project Number)
Project Title: (Insert Project Title)

I (We) hereby warranty

the _____ work on the referenced project for a period of _____ years
from _____, 20 _____ against failures of workmanship and materials in accordance
with the requirements of Section _____, Page _____, Paragraph _____, of the Specifications.

Installer | Subcontractor | Vendor/Suppliers | Manufacturer

Design-Builder's Installer or Subcontractor or Vendor/Suppliers or Manufacturer Name: _____

Design-Builder's Installer or Subcontractor or Vendor/Suppliers or Manufacturer Signature: _____

Design-Builder's Name _____

Design-Builder's Signature: _____

or

Design-Builder's _____

Authorized Agent Signature: _____

- O. Bonds shall be by approved Surety Companies, made out to the Commissioner, Department of Construction Services on companies' standard form.
- P. Warranties, Guarantees, or bonds supplied by the Design-Builder's Subcontractors or Vendors/Suppliers or Manufacturers shall reference the project name, number, and location and be certified by the Design-Builder to be for the product and installation on the project and must be countersigned by the Design-Builder's.
- Q. **Submittals:**
 - 1. Submit written warranties prior to the date certified for Substantial Completion. If the Design-Builder's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Owner.
 - 2. Forms for special warranties are included in this Section. Prepare a written document utilizing the appropriate form, ready for execution by the Design-Builder's, and by the Design-Builder's subcontractor or vendor/supplier, or manufacturer. Submit a draft to the Owner, through the Construction Administrator, for approval prior to final execution.
 - 2.1 Refer to the Design-Builder's Divisions 02 through 48 Sections for specific content requirements and particular requirements for submitting special warranties.
 - 3. **Form of Submittal:** At Acceptance of the Work compile **two (2)** copies of each required warranty properly executed by the Design-Builder, and by the Design-Builder's subcontractor or vendor/supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 4. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-inch by-11-inch (115-by-280-mm)** paper.
 - 4.1 Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the Installer.
 - 4.2 Identify each binder on the front and spine with the typed or printed title "WARRANTIES," CT DCS Project Number, Project Title, name of the Design-Builder, and name of Design-Builder's subcontractor or vendor/supplier, or manufacturer.
 - 4.3 When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

**End Section 01 70 00
Execution and Closeout Procedures**

**END SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS**

01 80 00 PERFORMANCE REQUIREMENTS

A. **Summary:** Section 01 80 00 Performance Requirements contains the following Subsections:

01 81 13 Sustainable Design Requirements

01 91 00 Commissioning

01 91 00 COMMISSIONING

01 81 13 SUSTAINABLE DESIGN REQUIREMENTS

A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. **Summary:**

1. Section Includes:

1.1 General requirements and procedures for compliance with certain **U.S. Green Building Council (USGBC) LEED prerequisites and credits needed for project to obtain LEED Silver certification using LEED-NC, Version 3.0 or latest version.**

1.1.1 Other **LEED prerequisites and credits** needed to obtain certification depend on material selections and may not be specifically identified as **LEED** requirements. Compliance with requirements needed to obtain **LEED prerequisites and credits** may be used as **one (1)** criterion to evaluate substitution requests and comparable product requests.

1.1.2 Additional **LEED prerequisites and credits** needed to obtain the indicated certification depend on Architect's design and other aspects of project that are not part of the Work of the Contract.

1.1.3 A copy of the LEED Project checklist is attached at the end of this Section for information only.

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

1. Division 00 and the Divisions 02 through 33 sections for **LEED** requirements specific to the work of each of these sections. Requirements may or may not include reference to **LEED**.

D. **Definitions:**

1. **Chain-of-Custody Certificates:** Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-accredited certification body.

2. **LEED:** Leadership in Energy & Environmental Design (U.S. Green Building Council (USGBC).

3. **Rapidly Renewable Materials:** Materials made from plants that are typically harvested within a **ten 10-year** or shorter cycle. Rapidly renewable materials include products made from bamboo, cotton, flax, jute, straw, sunflower seed hulls, vegetable oils, or wool.

4. **Regional Materials:** Materials that have been extracted, harvested, or recovered, as well as manufactured, within **500** miles of project site. If only a fraction of a product

or material is extracted/harvested/recovered and manufactured locally, then only that percentage (by weight) shall contribute to the regional value.

5. **Recycled Content:** The recycled content value of a material assembly shall be determined by weight. The recycled fraction of the assembly is then multiplied by the cost of assembly to determine the recycled content value.
6. **Post-consumer:** Material is defined as waste material generated by households or by commercial, industrial, and institutional facilities in their role as end users of the product, which can no longer be used for its intended purpose.
7. **Pre-consumer:** Material is defined as material diverted from the waste stream during the manufacturing process. Excluded is reutilization of materials such as rework, regrind, or scrap generated in a process and capable of being reclaimed within the same process that generated it.

E. Submittals:

1. Submit under provisions of Division 01 **Section 01 33 00 "Submittal Procedures."**
2. **General:** The Design-Builder shall submit additional **LEED** submittals required by other specification sections.
3. **LEED** submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated **LEED** requirements.
4. **Project Materials Cost Data:** The shall provide statement indicating total cost for building materials used for project, excluding mechanical, electrical, and plumbing components, and specialty items such as elevators and equipment. **Include statement indicating total cost for wood-based materials used for Project.**
5. **LEED Action Plans:** Design-Builder shall provide preliminary submittals within **twenty-one (21)** Calendar Days of date established in the Notice to Proceed for the commencement of the work indicating how the following requirements will be met:
 - 5.1 Waste Management Plan complying with Division 01 **Section 01 74 19 "Construction Waste Management and Disposal."**
 - 5.2 **Salvaged and Refurbished Materials List:** Identify each material that will be salvaged or refurbished, including its source and cost.
 - 5.3 **Recycled Content Materials List:** Indicate cost, post-consumer recycled content, and pre-consumer recycled content for each product having recycled content.
 - 5.4 **Certified Wood Products List:** Indicate each product containing certified wood, including its source and cost of certified wood products.
 - 5.5 Construction Indoor-air-quality Management Plan complying with Division 01 **Section 01 57 40 "Construction IAQ Management Plan."**
6. **LEED Progress Reports:** Concurrent with each Application for Payment, submit reports comparing actual construction and purchasing activities with **LEED** action plans for the following:
 - 6.1 Waste Reduction Progress Reports complying with Division 01 **Section 01 74 19 "Construction Waste Management and Disposal."**
 - 6.2 Salvaged and refurbished materials.
 - 6.3 Recycled content.
 - 6.4 Regional materials.
 - 6.5 Certified wood products.
7. **LEED Documentation Submittals:**
 - 7.1 Product data and wiring diagrams for sensors and data collection system used to provide continuous metering of building energy-consumption

performance over a period of time of not less than one (1) year of post-construction occupancy.

- 7.2 **Waste Management Plan:** Comply with Division 01 Section 01 74 19 "Construction Waste Management and Disposal."
- 7.3 **Salvaged and Refurbished Materials:** Receipts for salvaged and refurbished materials used for project, indicating sources and costs for salvaged and refurbished materials.
- 7.4 **Recycled Content:** Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content. Include statement indicating costs for each product having recycled content.
- 7.5 **Regional Materials:** Product data indicating location and distance from project of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating cost for each regional material and the fraction by weight that is considered regional.
- 7.6 **Certified Wood Products:** Product data and chain-of-custody certificates for products containing certified wood. Include statement indicating cost for each certified wood product.
- 7.7 **Indoor Environmental Quality:**
 - 7.7.1 Construction indoor-air-quality management plan.
 - 7.7.2 Product data for temporary filtration media.
 - 7.7.3 Product data for filtration media used during occupancy.
 - 7.7.4 **Construction Documentation:** Six (6) photographs at three (3) different times during the construction period, along with a brief description of the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) approach employed, documenting implementation of the indoor-air-quality management measures, such as protection of ducts and on-site stored or installed absorptive materials.
- 7.8 **Indoor Environmental Quality:**
 - 7.8.1 Signed statement describing the building air flush-out procedures including the dates when flush-out was begun and completed and statement that filtration media was replaced after flush-out.
 - 7.8.1 Product data for filtration media used during flush-out and during occupancy.
 - 7.8.2 Report from testing and inspecting agency indicating results of indoor-air-quality testing and documentation showing compliance with indoor-air-quality testing procedures and requirements.
- 7.9 **Adhesives and Sealants:** Product data for adhesives and sealants used inside the weatherproofing system indicating VOC content of each product used. Indicate VOC content in g/L.
- 7.10 **Paints and Coatings:** Product data for paints and coatings used inside the weatherproofing system indicating VOC content of each product used. Indicate VOC content in g/L.
- 7.11 **Carpet Systems:** Product data for carpet and carpet cushion installed in the building interior indicating that the product complies with the CRI Green Label Plus testing program. Product data for carpet adhesives used in the building indicating VOC content in g/L.
- 7.12 **Composite Wood, Agrifiber or Wood Glues:** Product data for products containing composite wood or agrifiber products or wood glues indicating that they do not contain urea-formaldehyde resin.

- F. Quality Assurance:**
1. **LEED Coordinator:** The Design-Builder shall engage an experienced LEED-Accredited Professional (AP) to coordinate LEED requirements. LEED coordinator may also serve as waste management coordinator.
- G. Recycled Content Of Materials:**
1. **Recycled Content Materials:** Provide building materials with recycled content such that post-consumer recycled content plus one-half of pre-consumer recycled content constitutes a minimum of twenty (20) percent of cost of materials used for project.
 - 1.1 Cost of post-consumer recycled content of an item shall be determined by dividing weight of post-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
 - 1.2 Cost of post-consumer recycled content plus one-half of pre-consumer recycled content of an item shall be determined by dividing weight of post-consumer recycled content plus one-half of pre-consumer recycled content in the item by total weight of the item and multiplying by cost of the item.
 - 1.3 Do not include mechanical and electrical components in the calculation.
- H. Regional Materials:**
1. **Regional Materials:** Provide ten (10) percent of building materials (by cost) that are regional materials.
- I. Certified Wood:**
1. **Certified Wood Products:** Provide a minimum of **fifty percent (50%)** (by cost) of wood-based materials that are produced from wood obtained from forests certified by an Forest Stewardship Council (FSC)-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."
 - 1.1 Wood-based materials include, but are not limited to, the following materials when made from wood, engineered wood products, or wood-based panel products:
 - 1.1.1 Rough carpentry.
 - 1.1.2 Miscellaneous carpentry.
 - 1.1.3 Heavy timber construction.
 - 1.1.4 Wood decking.
 - 1.1.5 Metal-plate-connected wood trusses.
 - 1.1.6 Structural glued-laminated timber.
 - 1.1.7 Finish carpentry.
 - 1.1.8 Architectural woodwork.
 - 1.1.9 Wood paneling.
 - 1.1.10 Wood veneer wall covering.
 - 1.1.11 Wood flooring.
 - 1.1.12 Wood lockers.
 - 1.1.13 Wood cabinets.

J. Low-Emitting Materials:

1. **Adhesives, Sealants, and Sealant Primers:** For field applications that are inside the weatherproofing system, use adhesives, sealants, and sealant primers that comply with the South Coast Air Quality Management District (SCAQMD) Rule #1168 effective July 1, 2005 and the rule amendment dated January 7, 2005.
 - 1.1 **Aerosol Adhesives:** Comply with the requirements of the Green Seal Standard for Commercial Adhesives GS-36 in effect on October 19, 2000.
2. **Paints and Coatings:** For field applications that are inside the weatherproofing system, use paints and coatings that comply with the following limits for **Volatile Organic Compounds (VOCs)** content:
 - 2.1 **Architectural Paints, Coatings, and Primers Applied to Interior Walls and Ceilings:** Do not exceed the VOC content limits established in Green Seal Standard GS-11, Paints, First Edition dated May 20, 1993:
 - 2.1.1 **Flats:** 50 g/L.
 - 2.1.2 **Non-flats:** 150 g/L.
 - 2.2 **Anti-corrosive and Anti-rust Paints Applied to Ferrous Metal Substrates:** Do not exceed the VOC content limit of 250 g/L established in Green Seal Standard GC-03, Anti-Corrosive Paints, Second Edition dated January 7, 1997.
 - 2.3 **Clear Wood Finishes, Floor Coatings, Stains, Sealers, and Shellacs Applied to Interior Elements:** Do not exceed the VOC content limits established in the South Coast Air Quality Management District (SCAQMD) Rule 1113, Architectural Coatings in effect on January 1, 2004:
 - 2.3.1 **Clear Wood Finishes:** Varnish - not more than 350 g/L; Lacquer - not more than 550 g/L.
 - 2.3.2 **Floor Coatings:** VOC not more than 100 g/L.
 - 2.3.3 **Sealers:** Waterproofing sealers - not more than 250 g/L; Sanding sealers - not more than 275 g/L; All other sealers - not more than 200 g/L.
 - 2.3.4 **Shellacs, Clear:** VOC not more than 730 g/L.
 - 2.3.5 **Shellacs, Pigmented:** VOC not more than 550 g/L.
 - 2.3.6 **Stains:** VOC not more than 250 g/L.
3. **Carpet Systems:**
 - 3.1.1 **Carpet:** Meet the requirements of the Carpet and Rug Institute's (CRI) Green Label Plus Program.
 - 3.1.2 **Carpet Cushion:** Meet the requirements of Carpet and Rug Institute's (CRI) Green Label Program.
 - 3.1.3 **Carpet Adhesive:** VOC content of not more than 50 g/L.
4. **Composite Wood and Agrifiber Products:** Do not use composite wood or agrifiber products or adhesives that contain added urea-formaldehyde resin.

K. Measurement And Verification:

1. **Measurement and Verification:** Implement measurement and verification plan consistent with **Option D - Calibrated Simulation, Savings Estimation Method 2** in the EVO's "International Performance Measurement and Verification Protocol (IPMVP) Volume III: Concepts and Options for Determining Energy Savings in New Construction," and as further defined by the following:
 2. If not already in place, install metering equipment to measure energy usage. Monitor, record, and trend log measurements.
 3. Evaluate energy performance and efficiency by comparing actual to predicted performance.

4. Measurement and verification period shall cover at least one year of post-construction occupancy.

L. Construction Waste Management:

1. **Construction Waste Management:** Comply with Division 01 **Section 01 74 19 "Construction Waste Management and Disposal."**

M. Construction Indoor-Air-Quality Management:

1. **Construction IAQ Management Plan During Construction:** Comply with **Sheet Metal and Air Conditioning Contractors' National Association's (SMACNA)** "SMACNA IAQ Guideline for Occupied Buildings under Construction."

- 1.1 If Owner authorizes use of permanent heating, cooling, and ventilating systems during construction period as specified in Division 01 **Section 01 50 00 "Temporary Facilities and Controls"**, install filter media having a MERV 8 according to ASHRAE 52.2 at each return-air inlet for the air-handling system used during construction.

- 1.2 Replace all air filters immediately prior to occupancy.

2. **Construction IAQ Management Plan Before Occupancy:**

- 2.1 After construction ends, prior to occupancy and with all interior finishes installed, perform a building flush-out by supplying a total volume of 14000 cu ft of outdoor air per sq ft of floor area while maintaining an internal temperature of at least 60 degrees F and a relative humidity no higher than 60 percent.

3. **Air-Quality Testing:**

- 3.1 Conduct baseline indoor-air-quality testing, after construction ends and prior to occupancy, using testing protocols consistent with the EPA's "Compendium of Methods for the Determination of Air Pollutants in Indoor Air and as additionally detailed in the USGBC's "LEED-NC Reference Guide."

- 3.2 Demonstrate that the contaminant maximum concentrations listed below are not exceeded:

3.2.1 Formaldehyde: 50 ppb.

3.2.2 Particulates (PM10): 50 micrograms/cu. m.

3.2.3 Total Volatile Organic Compounds (TVOC): 500 micrograms/cu. m.

3.2.4 4-Phenylcyclohexene (4-PH): 6.5 micrograms/cu. m.

3.2.5 Carbon Monoxide: 9 ppm and no greater than 2 ppm above outdoor levels.

- 3.3 For each sampling point where the maximum concentration limits are exceeded, conduct additional flush-out with outside air and retest the specific parameter(s) exceeded to indicate the requirements are achieved. Repeat procedure until all requirements have been met. When retesting non-complying building areas, take samples from same locations as in the first test.

- 3.4 Air-sample testing shall be conducted as follows:

3.4.1 All measurements shall be conducted prior to occupancy but during normal occupied hours, and with building ventilation system starting at the normal daily start time and operated at the minimum outside air flow rate for the occupied mode throughout the duration of the air testing.

- 3.4.2 Building shall have all interior finishes installed including, but not limited to, millwork, doors, paint, carpet, and acoustic tiles. Non-fixed furnishings such as workstations and partitions are encouraged, but not required, to be in place for the testing.
- 3.4.3 Number of sampling locations will vary depending on the size of building and number of ventilation systems. For each portion of building served by a separate ventilation system, the number of sampling points shall not be less than one per **25,000 sq ft** or for each contiguous floor area, whichever is larger, and shall include areas with the least ventilation and greatest presumed source strength.
- 3.4.4 Air samples shall be collected between **three (3) and six (6) feet** from the floor to represent the breathing zone of occupants, and over a minimum four-hour period.

**End Section 01 80 00
Performance Requirements**

**END SECTION 01 80 00
PERFORMANCE REQUIREMENTS**

01 90 00 LIFE CYCLE ACTIVITIES

- A. **Summary:** Section 01 90 00 Life Cycle Activities contains the following Subsections:

01 91 00 COMMISSIONING

- A. **Related Documents:** All Volumes of the Design-Build Request for Proposals for this Project, including, but not limited to, the D-B Agreement General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. **Summary**
1. This Section includes equipment and system commissioning, including the following:
 - 1.1 Completion of commissioning procedures on specific equipment and systems as indicated under "Related Sections" below.
 - 1.2 Verification of operational and functional performance of specific equipment and systems for compliance with the "Design Intent" as described in the "Related Sections" indicated below.
- C. **Related Sections:** The following Sections contain requirements that relate to this Section:
1. Division 01 **Section 01 33 00 "Submittal Procedures"** specifies procedures for submittal of Product Data and Quality Assurance Submittals.
 2. Division 01 **Section 01 77 00 "Closeout Procedures"** specifies general closeout requirements.
 3. **Design-Builder's Division 21 Section 21 08 00 "Commissioning of Fire Suppression"** specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.
 4. **Design-Builder's Division 22 Section 22 08 00 "Commissioning of Plumbing"** specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.
 5. **Design-Builder's Division 23 Section 23 08 00 "Commissioning of HVAC"** specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.
 6. **Design-Builder's Division 26 Section 26 08 00 "Commissioning of Electrical Systems"** specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.
 7. **Design-Builder's Division 27 Section 27 08 00 "Commissioning of Communications"** specifies closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.
- D. **Definitions:**
1. **Basis of Design (BOD):** Design information necessary to accomplish the Owner's Project Requirements (OPR), including system descriptions, indoor environmental quality criteria, other pertinent design assumptions (such as weather data), and references to applicable codes, standards, regulations and guidelines.
 2. **Commissioning (Cx):** The process of verifying and documenting that the installation and performance of selected building systems meet or exceed the specified design criteria and therefore satisfy the design intent.
 3. **Commissioning (Cx) Plan:** A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.

4. **Deficiencies and Resolutions List:** List of noted deficiencies discovered as result of commissioning process.
5. **Final Commissioning Report:** Overall final commissioning document, prepared by the Commissioning Authority (CxA), which details the actual commissioning procedures performed, inspection and testing results, and the final version of the deficiencies and resolutions list indicating that all issues discovered through the commissioning process have been verified as resolved.
6. **Functional Performance Testing Process:** Documented testing of system parameters, under actual or simulated operating conditions.
7. **Pre-Commissioning Checklists:** Installation and start-up items to be completed by the appropriate party prior to operational verification through functional testing.
8. **Physical Inspection Process:** On-site inspection and review of related system components for conformance to the specifications.
9. **Commissioning Authority (CxA):** Independent entity under contract directly with the Owner or Owner's Representative responsible for performing the specified commissioning procedures.

F. Description Of Construction Phase Commissioning Process:

1. As soon as practicable after the "Contract Start Date" the Systems Commissioning Authority (CxA) will conduct a pre-installation commissioning "kick-off" meeting with the Design-Builder and their subcontractors. Parties directly affected by the commissioning work will be required to attend. The CxA will explain the commissioning process in detail, and identify specific commissioning related responsibilities of the various parties.
2. Commissioning status meetings will be scheduled to occur during construction to monitor progress and to help facilitate the commissioning process. The Design-Builder's representatives will be required to attend these meetings.
3. Once the Design-Builder and their subcontractors have provided the CxA with written verification indicating completion of installation and startup procedures, the CxA will conduct an on-site physical inspection of the specific systems and equipment.
4. Upon confirmation of system readiness, the CxA will schedule with the Design-Builder's contractors to perform functional compliance with the project specifications and drawings. The CxA will oversee the process and will provide the format and documentation for these tests.
5. Deficiencies noted during these tests will be documented on the Deficiencies and Resolutions list. When corrected, issues will be resolved at the time of discovery. The responsible Design-Builder and their subcontractors will resolve all other issues at a later date. All deficiencies will be noted by the CxA as either resolved or pending resolution.
6. The construction commissioning process will be complete when all noted deficiencies have been corrected, proved to be compliance with the project specifications or otherwise resolved to the satisfaction of the Owner.

G. Commissioning Authority's (CxA's) Duties And Responsibilities:

1. Meet and communicate with the Owner's Representatives, Construction Administrator, Design-Builder's Architect and Engineers, and the Design-Builder's subcontractors, equipment manufacturers' representatives [and others], as needed, to facilitate the commissioning process.
2. Review commissioning related specifications, submittals and construction documents. Communicate noted deficiencies and concerns to the Owner, Design-Builder and Design-Builder's Architect and Engineers.
3. Develop detailed and specific functional testing procedures for equipment and systems to be commissioned.

4. Develop testing, adjusting and balancing (TAB) specifications. Oversee the TAB process.
5. Perform site inspections and verify Design-Builder's contractors' readiness for the functional testing process. Document deficiencies for future resolution.
6. Witness Design-Builder's contractors performed functional testing process as appropriate to verify Design-Builder's compliance with the functional testing procedures. Document deficiencies for future resolution.
7. Provide the Owner, Construction Administrator, Design-Builder, Design-Builder's Architect and Engineers and the Design-Builder's subcontractors with a Final Commissioning Report to document the commissioning process and to verify that the commissioning process is complete.

H. Duties And Responsibilities Of Others For Commissioning:

1. The commissioning process will require the active participation of persons qualified to represent the Owner, Construction Administrator, the Design-Builder, Design-Builder's Mechanical Engineer, Design-Builder's Electrical Engineer, Design-Builder's Equipment Manufacturers' Representatives, Design-Builder Mechanical Contractor, Design-Builder HVAC Contractor, Design-Builder Controls Contractor, Design-Builder TAB Contractor, Design-Builder Electrical Contractor, and other specific Design-Builder subcontractors, as deemed appropriate. The CxA will witness the final functional performance commissioning process. Participants shall include in their contracts all costs necessary to participate in and complete the commissioning process.
2. The Design-Builder will assure the participation and co-operation of the subcontractors, as required to complete the commissioning process.
3. The Owner will assure the participation of their chosen representatives as required to complete the commissioning process.
4. The Design-Builder's Architect will assure the participation of necessary representatives from their Design Team as required to complete the commissioning process. The Design-Builder's Architect's Design Team members will provide prompt replies to requests for information issued during the commissioning process.
5. It is the Design-Builder's specific responsibility to complete their respective start-up and checkout procedures, and to insure the complete readiness of equipment and systems, prior to the start of the functional performance testing phase. The CxA shall request written confirmation of system readiness for performance testing, from the Design-Builder and the Design-Builder's appropriate subcontractor. Once the CxA is provided with confirmation of all related systems completion, the actual date and times for the functional performance testing process will be confirmed. The Design-Builder and their subcontractors shall provide sufficient time, and qualified representatives, to complete this process at no additional cost to the State.
6. After a second failure of a system to successfully meet the criteria as set forth in the functional performance testing process, the Design-Builder shall reimburse the Owner for all costs associated with any additional re-testing efforts made necessary due to remaining Design-Builder related system deficiencies previously reported by the Design-Builder's as corrected. These costs shall also include the costs (where applicable) for the CxA.
7. Training on related systems and equipment operation and maintenance shall only be scheduled to commence after final performance commissioning is satisfactorily completed, and systems are verified to be **one-hundred percent (100%)** complete and functional.

I. Submittals:

1. Refer to **Section 01 33 00 "Submittal Procedures"**.

2. **Pre-Commissioning Checklist Forms:** Submit **two (2)** signed copies of the checklist forms to the CxA upon completion of all listed items.
3. **Equipment Manufacturer's Startup Forms:** Submit **two (2)** completed copies of the installation and startup checklists provided by the equipment manufacturers to the CxA.
4. **Test Reports:** Submit **two (2)** copies of test reports for equipment and systems to the CxA.
5. **Control Schematics:** Submit **two (2)** copies of the control schematics for equipment, systems, and subsystems to the CxA.
6. **Inspection Records:** Submit **two (2)** copies of the records of inspections for code compliance, and approved permits and licenses to operate the equipment and systems to the CxA.
7. **Operating Data:** Submit **two (2)** copies of equipment and system operating data including all necessary instructions to facilitate operation to specified performance standards to the Owner.
8. **Maintenance Data:** Submit **two (2)** copies of equipment and system maintenance data including all necessary information required to maintain the equipment and systems in continuous operation, such as the testing, balancing and adjusting report and the as-built drawings.

**End Section 01 91 00
Commissioning**

**END SECTION 01 80 00
LIFE CYCLE ACTIVITIES**

AND

**END DIVISION 01
GENERAL REQUIREMENTS
D-B CAPITAL PROJECTS**