



Volume 1 of 2

Project Manual

Camp Hartell CSMS Compressor Replacement
Windsor Locks, CT

Project No.: 25MIL23702

Prepared By:
Kohler Ronan, LLC
93 Lake Avenue, 3rd Floor
Danbury, CT 06810

Major General Francis J. Evon, Jr. – Adjutant General

State of Connecticut
Military Department
Procurement and Contracting
360 Broad Street
Hartford, CT 06105

Project Manual Date: March 6, 2026

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NOTICE FORM

IMPORTANT NOTICE - FOR YOUR INFORMATION: **THIS PROJECT MANUAL CONTAINS UPDATED REQUIREMENTS:**

10/01/2025 UPDATES	
NEW:	Signed Statements from Named Subcontractors Effective October 1, 2025: Effective October 1, 2025, in accordance with Public Act 25-168, the Bidder must obtain and provide a signed statement from each Named Subcontractor listed in Table 2.7 of the Project's Bid Proposal Form, stating that the Named Subcontractor has communicated directly with the Bidder about the work to be performed on such contract. The Bidder may use Section 00 45 20 Named Subcontractor Signature Page to obtain such signed statements.
UPDATED:	Commission on Human Rights and Opportunities (CHRO) Updates: Effective October 1, 2025, in accordance with Public Act 25-168, the Commission on Human Rights and Opportunities (CHRO) Contract Compliance Unit has introduced changes to the requirements for State-Funded Projects. Good Faith Efforts Plans replace Set-Aside Plans and Affirmative Action Plans. Plans will only need to be submitted when the state funding is \$150,000 or more. The Good Faith Efforts Short Form Plan will replace the Set-Aside Plan and the Good Faith Efforts Long Form Plan will replace the Affirmative Action Plan. Monthly Reports will no longer be required for all projects, including those started prior to the effective date. Within 45 days of substantial completion, contractors must submit: subcontractor payment documentation, lien waivers, and any outstanding subcontract notifications. General contractors must pay subcontractors within 15 days of the due date, unless there is a bona fide dispute. Failure to file plans, meet deadlines, or make good faith efforts will be subject to enforcement that may lead to withholding of contract payments, disqualification from future bidding, and/or civil penalties and legal action by CHRO. Please see the CHRO website for a summary of changes and templates for the new plan formats.
UPDATED:	00 73 44 Connecticut Department Of Labor (CT DOL) Prevailing Wage Rates / Contractor's Wage Certification / Payroll Certification: Updates to Subsection 8 "Footnotes and Important Information".

Updated / New Documents:

- 00 01 10 Table of Contents
- 00 11 16 Invitation to Bid
- 00 21 13 Instructions to Bidders
- 00 25 13 Pre-Bid meeting
- 00 40 15 DAS Contractor Prequalification Certificate Requirements
- 00 40 16 DAS Update Statement Requirements
- 00 41 00 Bid Proposal Form
- 00 41 10 Bid Package Submittal Requirements
- 00 45 14 General Contractor Bidder's Qualification Statement
- 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders
- 00 45 17 Named Subcontractor Bidder's Qualification Statement
- **NEW:** 00 45 20 Named Subcontractor Signature Page
- 00 52 03 DAS-CS Contract
- 00 72 13 General Conditions of the Contract for Construction For Design-Bid-Build
- 00 73 27 SBE-MBE Subcontractor Participation Schedule
- 00 73 44 Connecticut Department Of Labor (CT DOL) Prevailing Wage Rates / Contractor's Wage Certification / Payroll Certification

08/25/2025 UPDATES

NEW:	<p>NOTICE TO BIDDER – PROJECT LABOR AGREEMENT:</p> <p>A Project Labor Agreement (PLA) may be required as part of this Contract. See page 1 of Section 00 11 16 Invitation to Bid or Section 00 41 00 Bid Proposal Form for applicability.</p> <p>If applicable, Connecticut DAS, pursuant to Connecticut General Statutes Section 31-56b, has determined that it is in the public's interest to require a PLA for this public works project. A PLA is a pre-hire agreement covering the terms and conditions for all persons who will perform work on the project. In addition to other terms and conditions, the PLA shall contain provisions required by the aforementioned statute.</p> <p>A copy of the PLA signed by the Greater Hartford-New Britain Building and Construction Trades Council is included in Specification Section 00 73 48 of the Contract Documents. The "Acceptance of Agreement" form is also included in Section 00 73 48.</p> <p>The Bidder will be required to sign the PLA and "Acceptance of Agreement" prior to the Award of this Contract, acknowledging that the Bidder has received a fully executed copy of the PLA, and accepts and agrees to be bound by the PLA for this Project. The Bidder will be required to ensure that Contractors sign the "Acceptance of Agreement" form attached to the PLA for the purpose of performing work on the Project. The Bidder shall monitor and enforce compliance with the PLA by the Unions and by all Contractors who, through their execution of the "Acceptance of Agreement", together with their subcontractors, accept and agree to be bound by the PLA for this Project. The term "Contractors" shall include all Contractors, Subcontractors and sub- subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.</p> <p>In accordance with Connecticut General Statutes Section 31-56b(d), if the Bidder does not agree to abide by the conditions of the PLA, the Bidder shall not be regarded as a responsible and qualified bidder. If any Contractor performing work for the Project does not agree to abide by the conditions of the PLA, the Bidder shall not regard such Contractor as a responsible and qualified contractor.</p>
UPDATED:	<p>Section 00 52 03 DAS-CS Contract was updated by the Connecticut Office of the Attorney General (OAG) and the Office of Policy and Management (OPM) to more accurately reflect the statutory language of the Campaign Contribution Restriction and State Ethics Laws (Connecticut General Statutes Sections 9-612 and 1-101qq).</p> <p>Section 00 73 13 General Conditions Of The Contract For Construction For Design-Bid-Build was updated by the OAG and OPM to clarify the indemnification provisions in Article 35.6 Indemnification and Hold Harmless Provisions.</p>

Updated / New Documents:

- 00 01 10 Table of Contents
- 00 11 16 Invitation to Bid
- 00 21 13 Instructions to Bidders
- 00 25 13 Pre-Bid meeting
- 00 41 00 Bid Proposal Form
- 00 41 10 Bid Package Submittal Requirements
- 00 52 03 DAS-CS Contract
- 00 72 13 General Conditions Of The Contract For Construction For Design-Bid-Build
- **NEW:** 00 73 48 Project Labor Agreement

07/01/2025 UPDATES

UPDATED:	In accordance with Connecticut General Statutes Section (C.G.S. §) 31-53, as amended by Public Act 25-168 and effective July 1, 2025, the Bidder agrees to include the C.G.S. § 31-53 prevailing wage provision in each contract, including contracts for off-site custom fabrication. For purposes of this section, "off-site custom fabrication" means the fabrication of systems that are fabricated at a site located within the state other than the location of a public works project, but are fabricated specifically for such public works project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems. "Off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.
UPDATED:	Changes were made related to contractors' obligations to make good faith efforts to employ minority contractors to conform to Public Act 25-168.



Updated Documents:

- 00 01 10 Table of Contents
- 00 11 16 Invitation to Bid
- 00 21 13 Instructions to Bidders
- 00 41 00 Bid Proposal Form
- 00 41 10 Bid Package Submittal Requirements
- 00 62 39 SBE/MBE Certificate Requirements
- 00 72 13.1 Supplementary Conditions Of The Contract For Construction For Design-Bid-Build
- 00 73 27 SBE/MBE Subcontractor Schedule
- 00 73 38 CHRO Contract Compliance Regulations
- 00 73 40 CHRO Bidder Contract Compliance Monitoring Report Requirements
- 00 73 44 CT DOL Prevailing Wage Rates / Contractor's Wage Certification / Payroll Certification

End of Section 00 01 02 Notice Form

Project Title:	CSMS Compressor Replacement – Camp Hartell		
Project Location:	542 North St. Windsor Locks, CT		
Project Number:	25MIL23702		
Architect/Engineer:	Kohler Ronan, LLC 93 Lake Ave. Danbury CT 06810		

SEALS, SIGNATURES, AND DATES OF DESIGN PROFESSIONALS OF RECORD			
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<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <div style="text-align: center;"> <p><i>(Seal and Signature)</i></p> </div>	<p>Architect Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Architect.</p> <hr/> <p><i>(Print Consultant Name)</i></p> <hr/> <p>License No.</p> <hr/> <p>Expiration Date</p>	<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <div style="text-align: center;"> <p><i>(Seal and Signature)</i></p> </div>	<p>Civil Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <hr/> <p><i>(Print Consultant Name)</i></p> <hr/> <p>License No.</p> <hr/> <p>Expiration Date</p>
<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <div style="text-align: center;"> <p><i>(Seal and Signature)</i></p> </div>	<p>Structural Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <hr/> <p><i>(Print Consultant Name)</i></p> <hr/> <p>License No.</p> <hr/> <p>Expiration Date</p>	<div style="border: 1px solid black; height: 150px; margin-bottom: 10px; text-align: center;">  </div> <div style="text-align: center;"> <p><i>(Seal and Signature)</i></p> </div>	<p>Electrical Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <hr/> <p>RORY RONAN</p> <hr/> <p><i>(Print Consultant Name)</i></p> <hr/> <p>22123</p> <hr/> <p>License No.</p> <hr/> <p>01/31/2027</p> <hr/> <p>Expiration Date</p>
<div style="border: 1px solid black; height: 150px; margin-bottom: 10px; text-align: center;">  </div> <div style="text-align: center;"> <p><i>(Seal and Signature)</i></p> </div>	<p>Mechanical Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <hr/> <p>CRAIG RAZZA</p> <hr/> <p><i>(Print Consultant Name)</i></p> <hr/> <p>18681</p> <hr/> <p>License No.</p> <hr/> <p>01/31/2027</p> <hr/> <p>Expiration Date</p>	<div style="border: 1px solid black; height: 150px; margin-bottom: 10px;"></div> <div style="text-align: center;"> <p><i>(Seal and Signature)</i></p> </div>	<p>Fire-Protection Engineer Professional Certification: I hereby certify that these documents were prepared or approved by me and that I am a duly registered Professional Engineer.</p> <hr/> <p><i>(Print Consultant Name)</i></p> <hr/> <p>License No.</p> <hr/> <p>Expiration Date</p>

End of Section 00 01 07
Seals Page

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DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

Section No.	Title	Page Count	Not Used
00 01 01	Title Page	2	<input type="checkbox"/>
00 01 02	Notice Form	3	<input type="checkbox"/>
00 01 07	Seals Page	1	<input type="checkbox"/>
00 01 10	Table of Contents	10	<input type="checkbox"/>
00 01 15	List of Drawing Sheets	1	<input type="checkbox"/>
00 11 16	Invitation to Bid	4	<input type="checkbox"/>
00 21 13	Instructions To Bidders	18	<input type="checkbox"/>
00 25 13	Pre-Bid Meeting Agenda	6	<input type="checkbox"/>
00 30 00	General Statements for Available Information	2	<input type="checkbox"/>
00 30 10	General Statement for Existing Conditions Information		<input checked="" type="checkbox"/>
00 30 20	General Statement for Environmental Assessment Information		<input checked="" type="checkbox"/>
00 30 30	General Statement for Hazardous Building Materials Inspection and Inventory		<input checked="" type="checkbox"/>
00 30 40	General Statement for Subsurface Geotechnical Report		<input checked="" type="checkbox"/>
00 30 50	General Statement for Elevator Agreement		<input checked="" type="checkbox"/>
00 30 60	General Statement for FM Global Checklist for Roofing Systems		<input checked="" type="checkbox"/>
00 30 70	General Statement for "Statement of Special Inspections"		<input checked="" type="checkbox"/>
00 30 80	General Statement for Other Information		<input checked="" type="checkbox"/>
00 40 14	Certificate (of Authority)	2	<input type="checkbox"/>
00 40 15	DAS Contractor Prequalification Certificate Requirements	1	<input type="checkbox"/>
00 40 16	DAS Update Statement Requirements	1	<input type="checkbox"/>
00 41 00	Bid Proposal Form	25	<input type="checkbox"/>
00 41 10	Bid Package Submittal Requirements	4	<input type="checkbox"/>
00 43 16	Standard Bid Bond	1	<input type="checkbox"/>
00 45 14	General Contractor Bidder's Qualification Statement	6	<input type="checkbox"/>
00 45 15	Objective Criteria Established for Evaluating Qualifications of Bidders	4	<input type="checkbox"/>
00 45 17	Named Subcontractor Bidder's Qualification Statement	5	<input type="checkbox"/>
00 45 20	Named Subcontractor Signature Page Template	1	<input type="checkbox"/>
00 52 03	Contract	10	<input type="checkbox"/>
00 52 73	Subcontract Agreement Form	3	<input type="checkbox"/>
00 62 16	Certificate of Insurance (SAMPLE)	1	<input type="checkbox"/>
00 62 16.1	Asbestos Attachment to Acord Form	2	<input type="checkbox"/>
00 62 39	SBE/MBE Certificate Requirements (<i>Bidder uploads to CTsource</i>) (<i>ONLY for <\$1,000,000; Not Used for >\$1,000,000</i>)	1	
00 72 13	General Conditions of the Contract for Construction For Design-Bid-Build	34	<input type="checkbox"/>
00 72 13.1	Supplementary Conditions of the Contract for Construction for Design-Bid-Build	4	<input type="checkbox"/>
00 72 13.2	General Conditions Master Cooperative Agreement (MCA) Requirements	6	
00 72 13.a	CT MIL Form 7048 General Contractor Retainage Reduction Request	1	
00 73 27	SBE/MBE Subcontractor Participation Schedule – <i>SAMPLE</i>	2	<input type="checkbox"/>
00 73 44	Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification	34	<input type="checkbox"/>
00 73 63	CT MIL Security Requirements	2	<input type="checkbox"/>
00 73 73	Build America, Buy America Act Requirements for Projects with Federal Financial Assistance	6	<input type="checkbox"/>
00 92 10	Additional Forms To be Submitted After Bond Commission Funding Approval	8	<input type="checkbox"/>

00 92 30	Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors	2	<input type="checkbox"/>
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(continued)

DIVISION 01 GENERAL REQUIREMENTS

Section No.	Title	Page Count	Not Used
01 11 00	Summary of Work	6	<input type="checkbox"/>
01 20 00	Contract Considerations		<input checked="" type="checkbox"/>
01 23 13	Supplemental Bids		<input checked="" type="checkbox"/>
01 25 00	Substitution Procedures	5	<input type="checkbox"/>
01 26 00	Contract Modification Procedures	3	<input type="checkbox"/>
01 29 76	Progress Payment Procedures	5	<input type="checkbox"/>
01 31 00	Project Management and Coordination	5	<input type="checkbox"/>
01 31 19	Project Meetings	4	<input type="checkbox"/>
01 32 16	Construction Progress Schedules	3	<input type="checkbox"/>
01 32 16.13	CPM Schedules		<input checked="" type="checkbox"/>
01 32 33	Photographic Documentation	2	<input type="checkbox"/>
01 33 00	Submittal Procedures	9	<input type="checkbox"/>
01 35 16	Alteration Project Procedures	3	<input type="checkbox"/>
01 35 26	Government Safety Requirements	12	<input type="checkbox"/>
01 42 20	Reference Standards & Definitions	3	<input type="checkbox"/>
01 45 00	Quality Control	5	<input type="checkbox"/>
01 45 23.13	Testing for Indoor Air Quality, Baseline Indoor Air Quality, and Materials		<input checked="" type="checkbox"/>
01 50 00	Temporary Facilities & Controls	7	<input type="checkbox"/>
01 57 30	Indoor Environmental Control	2	<input type="checkbox"/>
01 57 40	Construction Indoor Air Quality Management Plan		<input checked="" type="checkbox"/>
01 60 00	Product Requirements	3	<input type="checkbox"/>
01 71 23	Field Engineering		<input checked="" type="checkbox"/>
01 73 29	Cutting and Patching	4	<input type="checkbox"/>
01 74 19	Construction Waste Management & Disposal	4	<input type="checkbox"/>
01 75 00	Starting & Adjusting	2	<input type="checkbox"/>
01 77 00	Closeout Procedures	5	<input type="checkbox"/>
01 78 23	Operation & Maintenance Data	5	<input type="checkbox"/>
01 78 30	Warranties & Bonds	4	<input type="checkbox"/>
01 81 13	Sustainable Design Requirements		<input checked="" type="checkbox"/>
01 91 00	Commissioning		<input checked="" type="checkbox"/>

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TECHNICAL SPECIFICATIONS

DIVISION 02	EXISTING CONDITIONS	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

DIVISION 03	CONCRETE	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count
Concrete specifications noted directly on contract drawings		

DIVISION 04	MASONRY	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

DIVISION 05	METALS	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

DIVISION 06	WOOD, PLASTICS AND COMPOSITES	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

DIVISION 07	THERMAL AND MOISTURE PROTECTION	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

DIVISION 08	OPENINGS	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

DIVISION 09	FINISHES	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

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(continued)

DIVISION 10	SPECIALTIES	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 11	EQUIPMENT	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 12	FURNISHINGS	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 13	SPECIAL CONSTRUCTION	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 14	CONVEYING SYSTEMS	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 15	RESERVED	
DIVISION 16	RESERVED	
DIVISION 17	RESERVED	
DIVISION 18	RESERVED	
DIVISION 19	RESERVED	
DIVISION 20	RESERVED	
DIVISION 21	FIRE SUPPRESSION	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count

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(continued)

DIVISION 22	PLUMBING	Not Used <input type="checkbox"/>
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Section No.	Title	Page Count
22 05 00	Common Work Results For Plumbing	17
22 05 17	Sleeves And Sleeve Seals For Plumbing Piping	3
22 05 19	Meters And Gages For Plumbing Piping	3
22 05 23	General-Duty Valves For Plumbing Piping	8
22 05 29	Hangers And Supports For Plumbing Piping And Equipment	8
22 05 48	Vibration And Seismic Controls For Plumbing Piping And Equipment	5
22 05 53	Identification For Plumbing Piping And Equipment	5
22 15 13	General-Service Compressed-Air Piping	8
22 15 19	General-Service Packaged Air Compressors And Receivers	5

DIVISION 23	HEATING, VENTILATING AND AIR CONDITIONING	Not Used <input type="checkbox"/>
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Section No.	Title	Page Count
23 00 00	General Provisions	20
23 05 53	Identification For HVAC Piping And Equipment	3
23 09 00	Instrumentation And Control For HVAC, Electrical, And Plumbing Systems	43
23 09 93	Sequence Of Operations For HVAC, Plumbing, And Electrical Controls	3
23 31 13	Metal Ducts	7
23 33 00	Air Duct Accessories	9

DIVISION 24	RESERVED
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DIVISION 25	INTEGRATED AUTOMATION	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

DIVISION 26	ELECTRICAL	Not Used <input type="checkbox"/>
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Section No.	Title	Page Count
26 01 00	General Electrical Requirements	8
26 05 19	Conductors And Cables	3
26 05 26	Grounding And Bonding For Electrical Systems	3
26 05 29	Hangers And Supports For Electrical Systems	4
26 05 33	Raceways And Boxes For Electrical Systems	6
26 05 44	Sleeves And Sleeve Seals For Electrical Raceways And Cabling	3
26 05 53	Identification For Electrical Systems	7
26 05 73	Overcurrent Protective Device Coordination Study	4
26 24 16	Panelboards	6
26 27 26	Wiring Devices	4
26 28 16	Enclosed Switches And Circuit Breakers	4

DIVISION 27	COMMUNICATIONS	Not Used <input checked="" type="checkbox"/>
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Section No.	Title	Page Count

VOLUME 1 of 1 (continued)		
DIVISION 28	ELECTRONIC SAFETY AND SECURITY	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 29	RESERVED	
DIVISION 30	RESERVED	
DIVISION 31	EARTHWORK	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 32	EXTERIOR IMPROVEMENTS	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 33	UTILITIES	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 34	TRANSPORTATION	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 35	WATERWAYS AND MARINE	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 36	RESERVED	
DIVISION 37	RESERVED	
DIVISION 38	RESERVED	
DIVISION 39	RESERVED	

VOLUME 1 of 1 (continued)		
DIVISION 40	PROCESS INTEGRATION	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 41	MATERIAL PROCESSING	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 42	PROCESS HEATING, COOLING, AND DRYING	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 43	PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 44	POLLUTION CONTROL EQUIPMENT	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 45	INDUSTRY SPECIFIC MANUFACTURING EQUIPMENT	Not Used <input checked="" type="checkbox"/>
Section No.	Title	Page Count
DIVISION 46	RESERVED	
DIVISION 47	RESERVED	
DIVISION 48	RESERVED	
DIVISION 49	RESERVED	

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DIVISION 50	PROJECT-SPECIFIC AVAILABLE INFORMATION	Page Count	Not Used <input checked="" type="checkbox"/>
50 10 00	Existing Conditions Information		<input type="checkbox"/>
50 20 00	Environmental Assessment Information		<input type="checkbox"/>
50 30 00	Hazardous Building Materials Inspection and Inventory		<input type="checkbox"/>
50 40 00	Subsurface Geotechnical Report		<input type="checkbox"/>
50 50 00	Elevator Agreement		<input type="checkbox"/>
50 60 00	FM Global Checklist For Roofing Systems		<input type="checkbox"/>
50 70 00	Statement of Special Inspections		<input type="checkbox"/>
50 80 00	Other Information:		<input type="checkbox"/>
	50 80 00.1 [insert name of report, form, certification, etc.]		<input type="checkbox"/>
	50 80 00.2 [insert name of report, form, certification, etc.]		<input type="checkbox"/>
	50 80 00.3 [insert name of report, form, certification, etc.]		<input type="checkbox"/>

End of Section
00 01 10 Table Of Contents

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Advertisement No.:	25MIL23702	Advertisement Date:	June 22, 2026
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INVITATION TO BID**Awarding Authority:**

Awarding Authority: State of Connecticut Military Department
360 Broad Street, Hartford, CT 06105

This Invitation to Bid is open to ALL bidders.

All Bidders must make Good Faith Efforts to meet the SBE and MBE Subcontractor Participation Goals listed below.

Required DAS Prequalification Classification for Bidders:	Bidders must be Prequalified by DAS for Building Construction Group B if their bid is greater than one million dollars (\$1,000,000.00).				
Find Invitations to Bid:	Go to the Bid Board on CTsource: CTsource Bid Board				
Date and Time of Bid Opening:	<div>July (Month)</div>	<div>30 (Day)</div>	<div>2026 (Year)</div>	Time:	<div>10:00 (ET)</div> AM
Questions and Requests:	All Project Questions, Bid Questions, and Pre-Bid Equals & Substitution Requests must be submitted fourteen (14) Calendar Days <i>prior</i> to the date of the Bid Opening.				
Email all Project Questions and Pre-Bid Equals and Substitution Requests to:					
Architect/Engineer:	Kohler Ronan		Email:	MIL.PROJECTS@CT.GOV	
Construction Administrator:	James Cavanna		Email:	MIL.PROJECTS@CT.GOV	
Project Manager:	James Cavanna		Email:	MIL.PROJECTS@CT.GOV	
Email all Bid Questions to:					
Bidding Unit:	Military Department, Procurement and Contracting		Email:	MIL.PROJECTS@CT.GOV	

This Invitation to Bid is for the following Project:

Project Title:	Camp Hartell CSMS Compressor Replacement		
Project Location:	542 North St. Windsor Locks, CT		
Project Number:	25MIL23702		
Project Description:	See Specifications Section 01 11 00 Summary of Work, Section 1.3		
Cost Estimate Range:	\$ 650,000.00	To	\$ 900,000.00
Prevailing Wages:	This is a Prevailing Wages Project		
Dept. of Correction Applicability:	NOT APPLICABLE (this is NOT a Department of Correction project).		
Project Labor Agreement: (see page 3 for more details)	This Project is NOT subject to a Project Labor Agreement.		
Federal Financial Assistance:	This Project INCLUDES Federal Financial Assistance.		
Federal BABA Applicability: (see page 3 for more details)	"Build America, Buy America Act" (BABA) requirements DO apply to this Project.		
Threshold Limits (C.G.S. §29-276b):	This Project DOES NOT exceed Threshold Limits.		
SBE & MBE Subcontractor Participation Goals:	SBE Subcontractors &/or Suppliers: 25%; MBE Subcontractors &/or Suppliers: 6.25%		

Invitation to Bid (continued)

Special Requirements:	NA				
Plans and Specs:	Plans and Specs are available for electronic download from CTsource .				
Bid Results:	Bid Results will be posted on CTsource within approximately two days after the bid opens.				
Contract Time Allowed:	Calendar Days:	290			
Liquidated Damages:	\$ 839	Per Calendar Day Beyond Substantial Completion.			
	\$ 839	Per Calendar Day Beyond 90 days After Substantial Completion.			
Pre-Bid Meeting Date:	July 9, 2026	Pre-Bid Meeting Time:	10:00	<input checked="" type="checkbox"/> AM	<input type="checkbox"/> PM
Pre-Bid Meeting Attendance:	Bidders are required to attend a MANDATORY Pre-Bid Meeting .				
Pre-Bid Meeting Location:	Camp Hartell, Windsor Locks, CT				
Pre-Bid Meeting Contact:	MIL Project Manager:	Denisa Dede / James Cavanna			
	Phone No.:	959-258-3504			
Pre-Bid Meeting Registration:	At the Pre-Bid Meeting, all prospective bidders shall <i>sign</i> his or her name on the official roster and <i>list</i> the name and address of the company he or she represents. For MANDATORY Pre-Bid Meetings, this shall be done no later than the designated start time of the Pre-Bid Meeting. No attendee will be allowed to register <i>after</i> the advertised start time. Bids submitted by contractors who have <i>not properly</i> registered and attended the MANDATORY Pre-Bid Meeting <i>shall be rejected</i> as non-responsive . See Section 00 25 13 Pre-Bid Meeting Agenda for details.				
Bid Proposal Submission and Other Bid Submittal Requirements:	See Sections 00 21 13 Instructions to Bidders, 00 41 00 Bid Proposal Form , and 00 41 10 Bid Package Submittal Requirements for Bid Proposal submission requirements, including requirements for Certifications, Representations, Addenda, Pre-Bid Equals and Substitution Requests, and other bidding documents. All Contractors are cautioned that any modifications or alterations made to either the Project Manual or any of the forms and documents contained herein may be just cause to reject the bid!				
Bid Uploading, Editing, and Opening:	Bids can be uploaded and edited electronically on CTsource BEFORE the Bid Opening Date and Time and thereafter shall be locked down and publicly opened on CTsource. Please allow sufficient time to upload your Bid as responses not fully uploaded by the Bid Opening Date and Time will not be considered. Upon submission, you will receive a confirmation message that will display that the response was submitted.				
Guide to the Code of Ethics For Current or Potential State Contractors (for contracts greater than \$500,000):	In accordance with the Connecticut General Statutes Sections (C.G.S. §§) 1-101mm and 1-101qq, as amended, anyone seeking a large state construction contract with a value of more than \$500,000 shall electronically download the Guide to the Code of Ethics For Current or Potential State Contractors from the of Office of State Ethics (OSE) website (https://portal.ct.gov/ethics). On the website, scroll down to "Resources", click on the "Publications" link, then scroll down and click on the form.				
State Elections Enforcement Commission (SEEC) Notice of Campaign Contribution and Solicitation Limitations (for contracts greater than \$50,000):	In accordance with C.G.S. §§ 9-612 and 4a-100, as amended, anyone seeking a state contract with a value of more than \$50,000, or a combination or series of such agreements or contracts having a value of \$100,000 or more, shall electronically download the Notice To Executive Branch State Contractors And Prospective State Contractors (incorporated in contracting and bidding documents) Notice Only from the SEEC Website (https://portal.ct.gov/seec). On the website, scroll down to "Resources", click on "Forms and Templates", then click on "Contractor Reporting Forms", and next click on the "Notice" link.				

Invitation to Bid (continued)

PREVAILING WAGE RATES:

See page 1 of this Section 00 11 16 *Invitation to Bid* for applicability.

- If prevailing wages are required on this project, they shall be in accordance with the schedule provided in **Section 00 73 44 Prevailing Wage Rates**, pursuant to C.G.S. § 31-53 (a) through (h), as amended. Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of C.G.S. § 31-55a concerning annual adjustments to prevailing wages.
- Wage Rates will be posted each July 1st on the Department of Labor website www.ctdol.state.ct.us. Such prevailing wage adjustment shall **not** be considered a matter for any contract amendment.
- For Prevailing Wage Projects on and after July 1, 2025, in accordance with C.G.S. § 31-53 as amended by Public Act 25-168, the Bidder agrees to include the C.G.S. § 31-53 prevailing wage provision in each contract, **including contracts for off-site custom fabrication**. For purposes of this section, "off-site custom fabrication" means the fabrication of systems that are fabricated at a site located within the state other than the location of a public works project, but are fabricated specifically for such public works project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems. "Off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.

EXECUTIVE ORDERS:

- To access Executive Orders, go to <https://portal.ct.gov/> > Governor Ned Lamont > Executive Orders.

PROJECTS WITH FEDERAL FINANCIAL ASSISTANCE:

See page 1 of this Section 00 11 16 *Invitation to Bid* for applicability.

- The Federal Government's "Build America, Buy America Act (BABA)", enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal Financial Assistance obligated for infrastructure projects, effective October 23, 2023. In accordance with BABA, all non-federal entities who receive **Federal Financial Assistance** obligated on or after the effective date of October 23, 2023, for an infrastructure project, are subject to the provisions of BABA.
- The "Buy America Preference" provisions of BABA dictate that, absent a waiver, none of the funds made available for a Federal Award for an infrastructure project may be obligated unless **all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States**.
- See additional details in Section 00 21 13 *Instructions to Bidders*; Section 00 41 00 *Bid Proposal Form*; Section 00 72 13.1 *Supplementary Conditions of the Contract for Construction for Design-Bid-Build* (subsection 36.4 *Build America, Buy America Act*); and Section 00 73 73 *Build America, Buy America Act Requirements for Projects with Federal Financial Assistance* in the project's specifications.

PROJECTS WITH A PROJECT LABOR AGREEMENT (PLA):

See page 1 of this Section 00 11 16 *Invitation to Bid* for applicability.

- Connecticut DAS, pursuant to Connecticut General Statutes Section 31-56b, has determined that it is in the public's interest to require a PLA for this public works project. A PLA is a pre-hire agreement covering the terms and conditions for all persons who will perform work on the project. In addition to other terms and conditions, the PLA shall contain provisions required by the aforementioned statute.
- A copy of the PLA signed by the Greater Hartford-New Britain Building and Construction Trades Council is included in Specification Section 00 73 48 *Project Labor Agreement* of the Contract Documents. The "Acceptance of Agreement" form is also included in Section 00 73 48.
- The Bidder will be required to sign the PLA and "Acceptance of Agreement" prior to the Award of this Contract, acknowledging that the Bidder has received a fully executed copy of the PLA, and accepts and agrees to be bound by the PLA for this Project. The Bidder will be required to ensure that Contractors sign the "Acceptance of Agreement" form attached to the PLA for the purpose of performing work on the Project. The Bidder shall monitor and enforce compliance with the PLA by the Unions and by all Contractors who, through their execution of the "Acceptance of Agreement", together with their subcontractors, accept and agree to be bound by the PLA for this Project. The term "Contractors" shall include all Contractors, Subcontractors and sub-subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.
- In accordance with Connecticut General Statutes Section 31-56b(d), if the Bidder does not agree to abide by the conditions of the PLA, the Bidder shall not be regarded as a responsible and qualified bidder. If any Contractor performing work for the Project does not agree to abide by the conditions of the PLA, the Bidder shall not regard such Contractor as a responsible and qualified contractor.
- See Section 00 21 13 *Instructions to Bidders* (subsection 1.21 *Projects With a Project Labor Agreement*) for Bidder requirements and Section 00 73 48 *Project Labor Agreement* for a copy of this project's PLA (if applicable).

Invitation to Bid (continued)

MIL SECURITY REQUIREMENTS:

All Bidders attending a **Pre-Bid Meeting** at a **MIL Facility** are required to present a REAL ID compliant form of identification to enter DOD Installations per IAW the 2005 REAL ID Act, as of **May 7, 2025**. Visitors, to include those being escorted by military members, who fail to produce a REAL ID or a DHS-approved alternative found in the link below, may be denied installation access and admission to the Pre-Bid Meeting.

Read *Section 00 73 63 Connecticut Military Department (MIL) Security Requirements* in the project's specifications.

- For more information on the REAL ID Act and how it may impact you, please refer to the Department of Homeland Security REAL ID webpage at the following link: <https://www.dhs.gov/real-id>

PROCESS FOR CONSTRUCTION STORMWATER GENERAL PERMIT:

See **Section 01 50 00 Temporary Facilities and Controls**.

- For all state agency construction projects disturbing **one or more total acres of land area** on a site regardless of project phasing, the Awarding Authority's **Architect/Engineer** shall be responsible for filing a Department of Energy and Environmental Protection (DEEP) **General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (DEEP-WPED-GP-015)** registration and Stormwater Pollution Control Plan (SWPCP) **prior** to bidding.
- Once the **Contractor** is under contract with the Awarding Authority, and **prior** to the commencement of any construction activities, the Contractor (and all other contractors and subcontractors listed on the SWPCP) shall assume responsibility for storm water pollution control and conform to the general permit obligations and requirements by **signing** the SWPCP "Contractor Certification Statement" and License Transfer Form as directed by the Architect/Engineer.
- At completion of the project, the Contractor shall file a **Notice of Termination (DEP-PED-NOT-015)** with the DEEP in order to terminate the Construction Stormwater General Permit. A project shall **only** be considered complete after all **post-construction** measures are installed, cleaned, and functioning and the site has been stabilized for at least **three (3) months** following the cessation of construction activities.

IMPORTANT NOTE:

The Awarding Authority reserves the right to do any of the following without liability, including but not limited to: (a) waive technical defects in the bid proposal as he or she deems best for the interest of the State; (b) negotiate with a contractor in accordance with Connecticut General Statutes Section 4b-91; (c) reject any or all bids; (d) cancel the award or execution of any contract prior to the issuance of the "Notice To Proceed"; and (e) advertise for new bids.

Instructions to Bidders (recent updates are in yellow highlight)

1.0 General Information	
1.1 Online Bidding:	<p>The Awarding Authority requires all firms to upload their Bid Package Documents online through the CTsource e-Procurement system prior to the date and time of the Bid Opening. See Page 1 of the Invitation to Bid for the date and time of the Bid Opening. The submission of <i>paper</i> Bid Package Documents is no longer acceptable by the Awarding Authority.</p> <p>The Bid Proposal must be signed prior to the date and time of the Bid Opening.</p> <p>See the DAS State Contracting Portal webpage for details: https://portal.ct.gov/das/procurement-programs-and-services/ctsourc</p> <p>For questions, email the Awarding Authority as directed in the Invitation to Bid.</p>
1.2 Bid Opening:	<p>All Bids shall be publicly opened in CTsource by the Awarding Authority as stated in Section 00 11 16 Invitation to Bid.</p>
1.3 Withdrawal of Bid:	
1.3.1 Prior to the Bid Opening:	<p>Any Bid on CTsource can be retracted, deleted, or edited prior to the date and time of the Bid Opening.</p>
1.3.2 After the Bid Opening:	<p>The following three requirements must be met and attested to as true statements by the Bidder for a Bid to be withdrawn after the Bid Opening: (1) the mistake on the Bid Proposal Form must relate to a material aspect of the contract; (2) the mistake must be so great that enforcement of the Bid would be unconscionable; and (3) no substantial prejudice should result to the party who has not made the mistake. If these three requirements cannot be met, then, in accordance with Connecticut General Statutes Section (C.G.S. §) 4b-92, failure to execute a contract awarded as specified and bid shall result in the forfeiture of such Bid Bond or Certified Check.</p>
1.4 Disqualification from Bidding:	<p>Any contractor who violates any provision of C.G.S. § 4b-95, as amended, shall be disqualified from bidding on other contracts for a period not to exceed twenty-four (24) months, commencing from the date on which the violation is discovered, for each violation.</p>
1.5 Waive Minor Irregularities:	
1.5.1	<p>The Awarding Authority shall be authorized to waive minor irregularities which it considers 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.</p>
1.5.2	<p>No such bid 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 the bid form furnished by the Awarding Authority, but this sentence shall not be applicable to any failure to furnish prices or information required by C.G.S. § 4b-95, as amended, to be furnished in the bid form provided by the Awarding Authority.</p>
1.6 Minimum Percentage of Work:	<p>The Awarding Authority may require in the Bid Proposal Form that the contractor agree to perform a stated, minimum percentage of work with its own forces, in accordance with C.G.S. § 4b-95(b).</p>
1.7 Small Business Enterprise (SBE) and/or Minority Business Enterprise (MBE) Subcontract Requirements:	<p>The Awarding Authority may require the contractor to make good faith efforts to award a portion of the contract to Small Business Enterprise (SBE) and/or Minority Business Enterprise (MBE) subcontractors, in accordance with C.G.S. § 4a-60g.</p> <p>See Sections 00 11 16 Invitation to Bid and 00 41 00 Bid Proposal Form for details.</p>
1.8 Union Labor:	<p>Attention is called to the fact that there may or could be construction work carried on at the site by union labor. This fact must be kept in mind by all Bidders.</p>

1.0 General Information <i>(continued)</i>	
1.9	Connecticut Sales And Use Taxes:
1.9.1	All Bidders <i>shall</i> familiarize themselves with the current statutes and regulations of the Connecticut Department of Revenue Services (DRS) , including the Regulations of Connecticut State Agencies (R.C.S.A.) §12-426-18 and all relevant state statutes. The tax on materials or supplies exempted by such statutes and regulations shall not be included as part of a bid. To find and download a copy of the Sales and Use Tax Exemption for Purchases by Qualifying Governmental Agencies (CERT-134) , go to the DRS website (https://portal.ct.gov/drs) and click on the following links: Forms > Forms by Tax Type > Exemption Certificates > CERT-134.
1.9.2	The State of Connecticut construction contract has the following tax exemptions: (1) Purchasing of materials which will be physically incorporated and become a permanent part of the project; and (2) Services that are resold by the contractor. For example, if a Contractor hires a plumber, carpenter or electrician, a resale certificate may be issued to the subcontractor because these services are considered to be integral and inseparable component parts of the building contract.
1.9.3	The following items are not exempt from taxes when used to fulfill a State of Connecticut construction contract: Tools, supplies and equipment used in fulfilling the construction contract.
1.10	Rejection of Bids:
The Awarding Authority <i>shall reject</i> every such Bid Proposal , including but not limited to, the following reasons:	
1.10.1	A Bid Proposal Form that does <i>not</i> contain the signature of the bidder or its authorized representative will be rejected (<i>unless</i> the bid is signed by the duly authorized representative in the presence of the Awarding Authority within two (2) business days after the Bid Opening, without alteration or revision to the submitted Bid Proposal Form).
1.10.2	A Bid Proposal Form that is <i>not</i> accompanied in CTsource by Section 00 43 16 Standard Bid Bond , completed for <i>either</i> the Bid Bond option <i>or</i> Certified Check option, will be rejected. <ul style="list-style-type: none"> If using the Bid Bond option, the Standard Bid Bond <i>must</i> be completed and uploaded to CTsource using Section 00 43 16 Standard Bid Bond <i>prior</i> to the date and time of the Bid Opening; If using the Certified Check option, the check <i>must</i> be delivered to the Awarding Authority <i>prior</i> to the date and time of the Bid Opening).
1.10.3	A Bid Proposal Form that is <i>not</i> accompanied in CTsource by Section 00 45 14 General Contractor Bidder's Qualification Statement , completed correctly, will be rejected.
1.10.4	A Bid Proposal Form that is <i>not</i> accompanied in CTsource by a DAS Contractor Prequalification Certificate for the Bidder if their bid is <i>greater</i> than \$1,000,000 , will be rejected, <i>unless</i> the Certificate is submitted to the Awarding Authority within two (2) business days after the Bid Opening.
1.10.5	A Bid Proposal Form that is <i>not</i> accompanied in CTsource by a DAS Update Statement for the Bidder if their bid is <i>greater</i> than \$1,000,000 , will be rejected, <i>unless</i> the Update Statement is submitted to the Awarding Authority within two (2) business days after the Bid Opening.
1.10.6	A Bid Proposal Form that fails to correctly list <u>ALL</u> of the Named Subcontractors within a particular Class of Work on the Bid Proposal Form for subcontracts in excess of \$100,000 will be rejected.
1.10.7	A Bid Proposal Form that fails to correctly state a Named Subcontractor's price on the Bid Proposal Form will be rejected.
1.10.8	A Bid Proposal Form that fails to list Named Subcontractors who are DAS Prequalified at the time of the bid will be rejected, if the value of their subcontract is in excess of \$1,000,000 .
1.10.9	A Bid Proposal Form that is <i>not</i> submitted on the forms furnished for the specific project will be rejected. NOTE: In <i>no</i> event will bids or changes in bids be made by telephone, telegraph, facsimile or other communication technology except through CTsource. All pages of the Bid Proposal Form <i>must</i> be uploaded to CTsource prior to the date and time of the Bid Opening.
1.10.10	A Bid Proposal Form that has omitted items, omitted pages, added items not called for, altered the form, contains conditional bids, contains alternative bids, or contains obscure bids will be rejected.
1.10.11	A paper Bid Package sent to the Awarding Authority will be rejected and returned to the bidder unopened.
1.10.12	When a Pre-Bid Meeting is MANDATORY , any Bidder who does <i>not</i> properly register and attend the MANDATORY Pre-Bid Meeting shall be rejected as non-responsive . See Section 00 11 16 Invitation to Bid for applicability.
1.10.13	Any Bidder that does <i>not</i> make all required pre-award submittals <i>within</i> the designated time period <i>may</i> be rejected by the Awarding Authority as non-responsive .

1.0 General Information *(continued)*

1.11 Pre-Bid Meeting:

1.11.1 See **Section 00 11 16 Invitation to Bid** and **Section 00 25 13 Pre-Bid Meeting Agenda** for details.

.1 MIL SECURITY REQUIREMENTS:

All Bidders attending a **Pre-Bid Meeting** at a **MIL Facility** are required to present a REAL ID compliant form of identification to enter DOD Installations per IAW the 2005 REAL ID Act, as of **May 7, 2025**. Visitors, to include those being escorted by military members, who fail to produce a REAL ID or a DHS-approved alternative found in the link below, may be denied installation access and admission to the Pre-Bid Meeting.

Read *Section 00 73 63 Connecticut Military Department (MIL) Security Requirements* in the project's specifications.

For more information on the REAL ID Act and how it may impact you, please refer to the Department of Homeland Security REAL ID webpage at the following link: <https://www.dhs.gov/real-id>.

1.11.2 When a **Pre-Bid Meeting** is “**strongly encouraged**”, all attendees shall sign his or her name to the official roster and list the name and address of the company he or she represents.

1.11.3 When a **Pre-Bid Meeting** is **MANDATORY**, all attendees will be required to register. **Proper registration** means that the attendee has signed his or her name to the official roster and listed the name and address of the company he or she represents on the official roster no later than the designated start time of the **MANDATORY Pre-Bid Meeting**. Bidders are advised to register early as **no** attendee will be allowed to register *after* the advertised start time of the **MANDATORY Pre-Bid Meeting**.

All bids submitted by all contractors who have **not** properly registered and attended the **MANDATORY Pre-Bid Meeting** shall be rejected as non-responsive.

1.12 Pre-Bid Equals and/or Substitutions Requests Procedures:

1.12.1 All submissions requesting “Equals and/or Substitutions” shall be made by the **Bidder** in accordance with **Section 01 25 00 Substitution Procedures** of the **Division 01 General Requirements** and **Article 15, Materials: Standards of Section 00 72 13 General Conditions**. Every submission shall contain all the information necessary for the Awarding Authority to evaluate the submission and the request.

Failure to submit sufficient information to make a proper evaluation, including submittal of data for the first manufacturer listed as well as the data for the “**Equals and/or Substitutions**” proposed, shall result in a **rejection** of the submission and request.

Upon receipt of the submission and request, the Awarding Authority shall notify the **Bidder** that the request has been received and as soon as possible shall render a decision on such submission and request.

.1 Projects with Federal Financial Assistance: All requests for “Equals and/or Substitutions” **must** include a “**BABA Compliance Certification**” as described in **Section 00 73 73 Build America, Buy America Act Requirements for Projects with Federal Financial Assistance**. Additional information can be found in *this Section 00 21 13 Instructions to Bidders*, subsection 1.20 Projects with Federal Financial Assistance.

1.12.2 **Pre-Bid-Opening Substitution of Materials and Equipment:** The Awarding Authority will consider requests for equals or substitutions *if* received **fourteen (14) Calendar Days prior** to the **date of the Bid Opening**, as stated in the **Invitation To Bid**. The **Equal or Substitute Product Request (Form 7001)** must be used to submit requests. Download **Form 7001** from the online DAS Construction Services Library (<https://portal.ct.gov/DASCSLibrary>) > 7000 Series.

1.12.3 **Equals and/or Substitutions Requests Submittal:** Requests for Equals or Substitutions shall be submitted to the **Project Manager, Architect / Engineer, and Construction Administrator**, as directed in the **Invitation to Bid**.

1.12.4 **Substitution Request Deadline:** Any substitution request not complying with requirements will be denied. Substitution requests sent **after** the **Deadline** will be denied.

1.12.5 **Addendum:** An Addendum shall be issued to inform all prospective Bidders of any accepted substitution in accordance with the addenda procedures of the Awarding Authority.

1.12.6 **Time Extensions:** No extensions of time will be allowed for the time period required for consideration of any Substitution or Equal.

1.12.7 **Post Contract Award Substitution of Materials and Equipment:** All requests for “Equals and Substitutions” **after** the Award of the Contract shall be made **only** by the **Prime Contractor** for materials or systems specified that are no longer available. The requests will not be considered if the product was not purchased in a reasonable time after award, in accordance with **Article 15, Materials: Standards of Section 00 72 13 General Conditions**.

1.0 General Information (continued)	
1.13 Joint Ventures:	
1.13.1	Each entity in a Joint Venture shall submit with the Venture's bid a letter on their respective company letterheads stating: (1) Their agreement to bid as a Joint Venture with the other named Joint Venture and set forth the name and address of the other Joint Venture(s); and (2) The respective percentage of the project work that would be the responsibility of each of the Joint Ventures.
1.13.2	DAS Prequalification: Each entity in a Joint Venture shall submit its DAS Prequalification Certificate and Update Statement . Each entity in a Joint Venture shall be prequalified by DAS at the time of the bid and during the entire project construction. Each entity in a Joint Venture shall have the prequalification single project limit and remaining aggregate capacity balance to meet the value of its respective percentage of the joint proposed bid.
1.13.3	Each entity in a Joint Venture shall submit Section 00 45 14 General Contractor Bidder's Qualification Statement .
1.13.4	Bonding: The Joint Venture shall obtain the required bonding from a surety for the total amount of the contract price.
1.13.5	Insurance: Each entity in a Joint Venture shall have the required insurance coverages and limits to meet the insurance requirements of the contract. The Joint Venture shall provide Builder's Risk insurance .
1.13.6	Bid Submission and Contract Signing: If a Joint Venture submits a bid proposal, it shall be considered to be a proposal by each of the Joint Ventures, jointly and severally, for the performance of the entire contract as a Joint Venture in accordance with the terms and conditions of the contract. Each entity in a Joint Venture is required to sign the contract acknowledging that each Joint Venture shall be jointly and severally liable for the performance of the entire contract.
1.13.7	Certificate of Legal Existence: Each entity in a Joint Venture shall obtain a Certificate of Legal Existence and submit it with the contract documents.
1.14 Procedure for Alleged Violation(s) of Part II Chapter 60 of C.G.S. Bidding and Contracts:	
1.14.1	The Regulations of Connecticut State Agencies establishes a procedure for promptly hearing and ruling on claims alleging a violation or violations of the contract bidding provisions of Part II of Chapter 60 of the Connecticut General Statutes (hereinafter "Chapter 60"). In view of the fact that time is normally of the essence in awarding construction contracts under Chapter 60, the grievance procedures are intended to be quick, informal and conclusive so as to avoid delays which can increase costs and jeopardize the very ability of the State to proceed with needed public works projects.
1.14.2	Download "6510 Procedure for Alleged Violation(s)" and "6505 Petition for Alleged Violation(s)" from the online DAS Construction Services Library (https://portal.ct.gov/DASCSLibrary) > 6000 Series.
1.15 Labor Market Area:	
1.15.1	All Bidders shall have read C.G.S. §§ 31-52 and 31-52a , as amended. 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. For guidance on the Connecticut Department of Labor (DOL) Labor Market Areas, go to the DOL website (https://portal.ct.gov/dol) and scroll down to "View Labor Market Information".
1.15.2	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: <ol style="list-style-type: none"> .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. .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. .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. .4 In the same manner as Subsection 1.15.2.3 above, the statement shall indicate the steps taken to assure that the contractor and its subcontractors have sought out qualified residents of this State.
1.15.3	The contractor shall cooperate with and provide information to the Project Manager or their designee 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.
1.15.4	All such information gathered and compiled by the State shall be forwarded to the Labor Commissioner.
1.15.5	Pursuant to C.G.S. § 31-52b, as amended: "The provisions of C.G.S. §§ 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 Awarding Authority.

1.0 General Information (continued)	
1.16	Executive Orders and Other Enactments:
1.16.1	See Section 00 52 03 Contract for the provisions regarding Executive Orders and Other Enactments.
1.16.2	All Executive Orders are available for download from the State of Connecticut website. Go to www.ct.gov , click on "Governor Ned Lamont" and scroll down to "Executive Orders".
1.17	Whistleblowing and Retaliation For Disclosure of Information:
1.17.1	See Section 00 52 03 Contract for the provisions regarding Whistleblowing and Retaliation For Disclosure of Information.
1.17.2	In accordance with C.G.S. § 4-61dd (i) , each large state contractor shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
1.17.3	Definitions as used in this section: "Large state contract" means a contract having a value of five million dollars or more (A) between an entity and a state or quasi-public agency, or (B) for the receipt of financial assistance by an entity from the state pursuant to title 32; and "Large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.
1.18	Laws of the State of Connecticut (Forum and Choice of Law):
1.18.1	See Section 00 52 03 Contract for the provisions regarding Forum and Choice of Law.
1.19	State's Sovereign Immunity:
1.19.1	See Section 00 52 03 Contract for the provisions regarding State's Sovereign Immunity.
1.20	Projects With Federal Financial Assistance
1.20.1	Applicability of the "Build America, Buy America Act (BABA)" and "Buy America Preference":
.1	See page 1 of Section 00 11 16 Invitation to Bid or Section 00 41 00 Bid Proposal Form for applicability.
.2	The Federal Government's "Build America, Buy America Act (BABA)" , enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal Financial Assistance obligated for infrastructure projects, effective October 23, 2023 (except as provided in Title 2 of the Code of Federal Regulations ("CFR"), Part 184.2(c)). In accordance with BABA, all non-federal entities who receive Federal Financial Assistance obligated on or after the effective date of October 23, 2023, for an infrastructure project, are subject to the provisions of BABA. The "Buy America Preference" provisions of BABA dictate that, absent a waiver, none of the funds made available for a Federal Award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.
1.20.2	Bidder Requirements: BABA Acknowledgement in Attachment 4 of the Bid Proposal Form:
	If applicable, all Bidders must read, sign, and upload Attachment 4 with the Bid Proposal Form . For projects subject to BABA, the Bidder acknowledges that:
.1	The Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABA requirements.
.2	The Bidder has read, and understands, the BABA requirements provided in Section 00 72 13.1 <i>Supplementary Conditions of the Contract for Construction for Design-Bid-Build</i> (subsection 36.4 <i>Build America, Buy America Act</i>) and Section 00 73 73 <i>Build America, Buy America Act Requirements for Projects with Federal Financial Assistance</i> .
.3	The Bidder has read, and understands, the requirements for "BABA Compliance Certification(s)" and "Waivers" provided in Section 00 73 73 <i>Build America, Buy America Act Requirements for Projects with Federal Financial Assistance</i> that are to be carried out by individuals with the necessary knowledge of the composition, fabrication and pricing of all iron, steel, manufactured products, and construction materials installed on the project.
.4	For Specific Manufacturers Used In The Bidding: If a specific manufacturer is used in the bidding, a statement that the manufacturer will comply with BABA must be included with the submitted bid documents.
.5	All requests for "Equals and/or Substitutions" must include a "BABA Compliance Certification" as described in Section 00 73 73 <i>Build America, Buy America Act Requirements for Projects with Federal Financial Assistance</i> .
.6	For Subcontractors and Suppliers: The BABA provisions and Buy America Preference (and all of the requirements thereof) must be included in all subawards to subrecipients including all subcontracts and purchase orders to Subcontractors, Sellers, Material Suppliers, and Manufacturers, for the work performed or products supplied under the Federal Award, unless a particular section of the terms and conditions of the Federal Award specifically indicates otherwise.

1.0 General Information <i>(continued)</i>	
1.21 Projects With a Project Labor Agreement (PLA)	
1.21.1	Applicability of the “Project Labor Agreement” (PLA):
.1	See page 1 of Section 00 11 16 Invitation to Bid or Section 00 41 00 Bid Proposal Form for applicability.
1.21.2	Bidder Requirements:
	If applicable, the Bidder acknowledges that:
.1	Connecticut DAS, pursuant to Connecticut General Statutes Section 31-56b, has determined that it is in the public's interest to require a PLA for this public works project. A PLA is a pre-hire agreement covering the terms and conditions for all persons who will perform work on the project. In addition to other terms and conditions, the PLA shall contain provisions required by the aforementioned statute.
.2	A copy of the PLA signed by the Greater Hartford-New Britain Building and Construction Trades Council is included in Specification Section 00 73 48 of the Contract Documents. The “Acceptance of Agreement” form is also included in Section 00 73 48.
.3	The Bidder will be required to sign the PLA and “Acceptance of Agreement” prior to the Award of this Contract, acknowledging that the Bidder has received a fully executed copy of the PLA, and accepts and agrees to be bound by the PLA for this Project. The Bidder will be required to ensure that Contractors sign the “Acceptance of Agreement” form attached to the PLA for the purpose of performing work on the Project. The Bidder shall monitor and enforce compliance with the PLA by the Unions and by all Contractors who, through their execution of the “Acceptance of Agreement”, together with their subcontractors, accept and agree to be bound by the PLA for this Project. The term “Contractors” shall include all Contractors, Subcontractors and sub-subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.
.4	In accordance with Connecticut General Statutes Section 31-56b(d), if the Bidder does not agree to abide by the conditions of the PLA, the Bidder shall not be regarded as a responsible and qualified bidder. If any Contractor performing work for the Project does not agree to abide by the conditions of the PLA, the Bidder shall not regard such Contractor as a responsible and qualified contractor.

2.0 Bid Package Instructions:	
2.1 Section 00 41 00 Bid Proposal Form:	
All Bidders shall complete, sign, and upload ALL pages of Section 00 41 00 Bid Proposal Form (including Attachments 1, 2, 3, 4, and 5) to CTsource, prior to the date and time of the Bid Opening.	
Remote Electronic Notarization: In accordance with C.G.S. §3-95b, Bidders are permitted to use Remote Electronic Notarization to perform notarial acts that are required under Connecticut law and the Procurement Documents of the Awarding Authority.	
2.1.1	PROPOSED LUMP SUM BASE BID:
2.1.1.1	All Bidders shall set forth the Proposed Lump Sum Base Bid in the space provided on Section 00 41 00 Bid Proposal Form . The Proposed Lump Sum Base Bid shall be shown in <i>both</i> numerical figures and “printed” words dollar amount . In the event of any discrepancy, the “printed” words dollar amount shall govern.
2.1.1.2	The Proposed Lump Sum Base Bid <i>shall include</i> all work indicated on the drawings, all work described in the specifications, all Allowances , and all Base Bid Quantities (including all Defined Unit Prices for additions and deductions) for items including, but not limited to, Earth and Rock Excavation, Miscellaneous Items, Alterations Items, Environmental Remediation, and/or Hazardous Building Materials Abatement (as described in Section 01 20 00 Contract Considerations).
2.1.1.3	The Proposed Lump Sum Base Bid <i>shall not include</i> Supplemental Bids .
2.1.2	SUPPLEMENTAL BIDS:
2.1.2.1	All Bidders shall set forth the Supplemental Bids (if applicable and as described in Section 01 23 13 Supplemental Bids) in the space(s) provided on Section 00 41 00 Bid Proposal Form .
2.1.2.2	Supplemental Bids <i>shall not</i> be included in the Bidder's Proposed Lump Sum Base Bid.

2.0 Bid Package Instructions (continued):	
2.1	Section 00 41 00 Bid Proposal Form (continued):
2.1.3	NUMBER OF ADDENDA:
2.1.3.1	All Bidders shall set forth the Number of Addenda issued by the State of Connecticut in the space provided on Section 00 41 00 Bid Proposal Form . It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any.
2.1.3.2	Addenda , if issued, will be posted on CTsource.
2.1.3.3	Failure to acknowledge all Addenda in the space provided in the Bid Proposal Form may be cause for rejection of the bid.
2.1.3.4	Attaching Addenda to the Bid Proposal Form does not constitute an acknowledgement of all Addenda and does not relieve the Bidder from the requirement for the Bidder to acknowledge all Addenda in the space provided on the Bid Proposal Form .
2.1.3.5	No interpretations of the meaning of the plans, specifications or other contract documents will be made orally at any time. Every request for such interpretation shall be in writing to the Awarding Authority and to be given consideration shall be received at least fourteen (14) Calendar Days <i>prior</i> to the date fixed for the Bid Opening. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, if issued, will be posted on CTsource.
2.1.4	THRESHOLD PROJECTS AND MAJOR CONTRACTOR REGISTRATION LICENSE NUMBER:
2.1.4.1	If this Project exceeds Threshold Limits (see page 1 of Section 00 41 00 Bid Proposal Form), all Bidders shall provide their Firm's Major Contractor Registration License Number in the space provided on the Bid Proposal Form .
2.1.4.2	Summary of Registration Requirements for Major Contractors: 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 Connecticut Department of Consumer Protection (DCP) . Individuals must be licensed under the requirements of C.G.S §20-341gg "Registration of Major Contractors" . DCP 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.
2.1.4.3	The Bidder 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 DCP and obtain a Major Contractor License issued by DCP PRIOR to the date and time of the Bid Opening for this Project. For further information, go to the DCP Website (https://portal.ct.gov/dcp).
2.1.5	ATTACHMENT 1 OF BID PROPOSAL FORM: Campaign Contribution Certification: (C.G.S. §§ 9-612)
2.1.5.1	Important Note: In accordance with C.G.S. § 9-612, as amended, <i>all Bidders are required to complete, sign, notarize, and upload Attachment 1 in Section 00 41 00 Bid Proposal Form, as described below. The State may waive minor irregularities that otherwise may cause rejection of a bid only when waiving such minor irregularities is in the best interests of the State and the minor irregularities have been corrected by the Bidder within seven (7) calendar days after the date of the Bid Opening.</i>
2.1.5.2	All Bidders: Pursuant to C.G.S. § 9-612, as amended, the chief executive officer or authorized signatory submitting a bid or proposal for all State Contracts with a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more , shall be required to:
2.1.5.3	Download the State Elections Enforcement Commission (SEEC) Notice (Notice To Executive Branch State Contractors And Prospective State Contractors Of Campaign Contribution And Solicitation Limitations) from the SEEC Website (https://portal.ct.gov/seec) (scroll down to "Resources", click on the "Forms and Templates" link, then click on "Contractor Reporting Forms", and then " Notice To Executive Branch State Contractors And Prospective State Contractors (incorporated in contracting and bidding documents) Notice Only ") and inform the Bidder's principals of the contents of the notice. NOTE: The Awarding Authority shall not execute a State Contract unless such Contract contains a representation that the chief executive officer or authorized signatory of the Bidder expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in " Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations ".

2.0 Bid Package Instructions (continued):	
2.1	Section 00 41 00 Bid Proposal Form (continued):
2.1.5	ATTACHMENT 1 (continued):
2.1.5.4	<p>Upload Attachment 1 with the Bid Proposal Form: The Bidder shall read the Instructions in Attachment 1 and complete the Campaign Contribution Certification as indicated, swearing as true to the best knowledge and belief of the person signing the Certification, subject to the penalties of false statement:</p> <ol style="list-style-type: none"> .1 That neither the Bidder, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of C.G.S. §§ 9-612(f)(2)(A) or 9-612(f)(2)(B), as amended, without mitigating circumstances having been found to exist concerning such violation. .2 That all contributions made by any of the Bidder's principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates for a period of four years prior to the signing of the Contract or date of the response to the bid, whichever is longer have been disclosed in the "Campaign Contributions Disclosure Table".
2.1.5.5	Upload an Updated Certification: The Contractor shall upload to their account on CTsource an updated Campaign Contribution Certification not later than thirty days after the effective date of any change in the information contained in the most recently filed certification or upon the submittal of any new bid or proposal for a State Contract, whichever is earlier.
2.1.5.6	Upload an Annual Certification: If the aggregate value of this Contract is \$50,000.00 or more, then the Contractor shall annually upload to their account on CTsource, on or within two (2) weeks of the anniversary date of the execution of the Contract, a completed Campaign Contribution Certification and notify the Awarding Authority that it has been uploaded. For the purposes of this article, the execution date of the Contract shall be the date the Awarding Authority signs the Contract.
2.1.6	ATTACHMENT 2 OF BID PROPOSAL FORM: Additional Information Questions for Bids Between \$500,000 and \$1,000,000: (C.G.S. §§ 4b-91a & 4b-95)
2.1.6.1	Important Note for Bids Between \$500,000 and \$1,000,000: Pursuant to C.G.S. § 4b-91a, all Bidders are required to complete Attachment 2 in Section 00 41 00 Bid Proposal Form , as described below. Any Bid Proposal Form that is uploaded to CTsource without a completed Attachment 2, will be rejected (unless Attachment 2 is completed and submitted to the Awarding Authority within two (2) business days after the Bid Opening, without alteration or revision to the uploaded Bid Proposal Form). Pursuant to C.G.S. § 4b-91a, any failure to disclose any of the information required in Attachment 2 shall disqualify a Contractor from any associated bid on a contract and shall not be considered a minor irregularity under C.G.S. § 4b-95.
2.1.6.2	Pursuant to C.G.S. § 4b-91a, any bid of a Contractor on a contract to perform work with a value of more than \$500,000 but less than \$1,000,000 in response to an Invitation to Bid issued by the Commissioner of Administrative Services, shall answer the Additional Information Questions in Attachment 2 of the Bid Proposal Form.
2.1.7	ATTACHMENT 3 OF BID PROPOSAL FORM: Named Subcontractor DAS Prequalification Certificates and Update Statements for Subcontracts exceeding \$1,000,000 (and for Bidder, if Self-Performing): (C.G.S. §§ 4a-100, 4b-91(j) & 4b-95)
2.1.7.1	Important Note: See Table 2.7 of Section 00 41 00 Bid Proposal Form for applicability. Failure to upload the Named Subcontractor's (or Bidder's) DAS Prequalification Certificate(s) and DAS Update Statement(s) with the Bid Proposal Form to CTsource prior to the date and time of the Bid Opening or within two (2) business days after the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.
2.1.7.2	Pursuant to C.G.S. §§ 4a-100 and 4b-91(j) as amended, all Bidders must upload to CTsource prior to the date and time of the Bid Opening DAS Prequalification Certificate(s) and Update Statement(s) from each Named Subcontractor in Table 2.7 of the Bid Proposal Form, if the subcontract is proposed to be greater than \$1,000,000 , and if the Class of Work is Electrical, HVAC, Masonry, Plumbing , or other DAS Prequalification Class of Work that the awarding agency deems necessary (including the Bidder, if the Bidder intends to self-perform).

2.0 Bid Package Instructions (continued):	
2.1	Section 00 41 00 Bid Proposal Form (continued):
2.1.8	ATTACHMENT 4 OF BID PROPOSAL FORM: Build America, Buy America Act (BABA) Acknowledgement: (Code of Federal Regulations Part 184 & C.G.S. § 4b-95)
2.1.8.1	Important Note: See page 1 of Section 00 41 00 Bid Proposal Form for BABA applicability. Failure of a Bidder to properly complete and upload Attachment 4 of the Bid Proposal Form to the solicitation on CTsource prior to the date and time of the Bid Opening or to submit Attachment 4 within two (2) business days after the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.
2.1.8.2	If BABA requirements apply to this Project, all Bidders must read, comply with, sign, and upload Attachment 4 in Section 00 41 00 Bid Proposal Form . (If BABA does NOT apply to this Project, Bidders do not need to sign Attachment 4.)
2.1.9	ATTACHMENT 5 OF BID PROPOSAL FORM: Named Subcontractor Signed Statement: (C.G.S. §§ 4a-60g(d) and 4b-95(b)(3), as amended by Public Act 25-168 and effective October 1, 2025)
2.1.9.1	Important Note: See Table 2.7 of Section 00 41 00 Bid Proposal Form for applicability. Failure of a Bidder to upload signed statements from each Named Subcontractor listed in Table 2.7 of this Project's Bid Proposal Form to the solicitation on CTsource prior to the date and time of the Bid Opening or to submit signed statements within two (2) business days after the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.
2.1.9.2	Pursuant to C.G.S. §§ 4a-60g(d) and 4b-95(b)(3), as amended by Public Act 25-168, the Bidder must obtain and provide a signed statement from each Named Subcontractor listed in Table 2.7 of this Project's Bid Proposal Form, stating that the Named Subcontractor has communicated directly with the Bidder about the work to be performed on such contract. The Bidder may use Section 00 45 20 Named Subcontractor Signature Page to obtain such signed statements. See the solicitation on CTsource for a template.
2.2	Section 00 40 14 Certificate (of Authority):
2.2.1	All Bidders for bids in excess of \$50,000 shall complete, sign, and upload Section 00 40 14 Certificate (of Authority) to CTsource prior to the date and time of the Bid Opening. See CTsource for a template of the Awarding Authority's required form.
2.3	Section 00 43 16 Standard Bid Bond: (C.G.S. §§ 4b-92 & 4b-95)
2.3.1	All Bidders for bids in excess of \$50,000 shall complete, sign, and upload Section 00 43 16 Standard Bid Bond to CTsource prior to the date and time of the Bid Opening.
2.3.2	The Bidder shall either provide a Bid Bond or a Certified Check , in the form required by the Awarding Authority. See CTsource for a template of the Awarding Authority's required form and important instructions regarding submitting the Bid Bond or Certified Check.
.1	Bid Bond Option: The Bid Bond shall be in the form required by the Awarding Authority, having as surety thereto such surety company or companies acceptable to the Awarding Authority and as are authorized to do business in this State, for an amount not less than 10 percent of the bid.
.2	Certified Check Option: The Certified Check shall be drawn to the order of "Treasurer, State of Connecticut", in which it is understood shall be cashed and the proceeds thereof used so far as may be necessary to reimburse the State of Connecticut for losses and damages arising by virtue of the Bidder's failure to file the required Bonds and execute the required contract if this proposal is accepted by the Awarding Authority. All checks submitted by unsuccessful Bidders shall be returned to them after the contract has been awarded.
2.3.3	Failure to submit the Standard Bid Bond or Certified Check on the form required by the Awarding Authority prior to the date and time of the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.
2.3.4	Forfeiture of Certified Check or Bid Bond: Failure of the successful bidder to execute a contract awarded as specified and bid shall result in the forfeiture of the certified check or bid bond.
2.4	Section 00 45 14 General Contractor Bidder's Qualification Statement: (C.G.S. §§ 4b-92 & 4b-95)
2.4.1	All Bidders shall complete sign, notarize, and upload Section 00 45 14 General Contractor Bidder's Qualification Statement to CTsource prior to the date and time of the Bid Opening. See CTsource for a template of the Awarding Authority's required form. INCLUDE REQUIRED ATTACHMENTS.
2.4.2	In accordance with C.G.S. §§ 4b-92 and 4b-95, Section 00 45 14 General Contractor Bidder's Qualification Statement shall be considered as part of the Bid Proposal Form . Failure of a Bidder to properly complete, answer any question, provide required information, sign, notarize, and upload this form to CTsource prior to the date and time of the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. §§ 4b-92 and 4b-95.

2.0 Bid Package Instructions (continued):	
2.5	Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders: (C.G.S. §§ 4b-92, 4b-94, & 4b-95)
2.5.1	All Bidders shall comply with Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders . The Objective Criteria Established for Evaluating Qualifications of Bidders are to assure that the State of Connecticut will secure the "lowest responsible and qualified bidder" who has the ability and capacity to successfully complete the Bid Proposal Form and the Work. Failure to comply with any portion of this requirement may cause rejection of the bid. Note: Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that <i>exceed</i> those in Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders .
2.6	DAS Prequalification Requirements for Contracts and Subcontracts exceeding \$1,000,000: (C.G.S. §§ 4a-100, 4b-91, & 4b-95)
2.6.1	Bidder's Prequalification Requirements:
2.6.1.1	All Bidders submitting bids <u>greater</u> than one million dollars (\$1,000,000) must upload a current (not expired) copy of their "DAS Prequalification Certificate" and "DAS Update Statement" for the applicable Class of Work to the solicitation on CTsource <i>prior</i> to the date and time of the Bid Opening. The specific, required, Class of Work for this Project can be found on page 1 of Section 00 11 16 Invitation to Bid under "Required DAS Prequalification Classification for Bidders".
2.6.1.2	See Sections 00 40 15 DAS Contractor Prequalification Certification Requirements and 00 40 16 DAS Update Statement Requirements for instructions on downloading your Firm's "DAS Prequalification Certificate" and "DAS Update Statement".
2.6.1.3	Pursuant to C.G.S. §§ 4a-100, 4b-91(a)(2), and 4b-91(c) , as amended, every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state that is estimated to cost more than \$1,000,000 shall be awarded to the lowest responsible and qualified Bidder who is " prequalified " by DAS in the Class of Work for this Project , as specified in Section 00 11 16 Invitation to Bid and Section 00 41 00 Bid Proposal Form . No person may bid on a contract or perform work pursuant to a contract that is subject to the provisions of C.G.S. § 4b-91(a) unless the person is prequalified in accordance with C.G.S. § 4a-100 .
2.6.1.4	Failure of a Bidder to properly <u>complete</u> , <u>sign</u> and <u>upload</u> the "DAS Prequalification Certificate" and "DAS Update Statement" to the solicitation on CTsource <i>prior</i> to the date and time of the Bid Opening or to submit a copy of the "DAS Prequalification Certificate" and "DAS Update Statement" to the Awarding Authority within two (2) business days after the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. §§ 4b-91(d) and 4b-95.
2.6.2	Subcontractor's Prequalification Requirements:
2.6.2.1	A Subcontractor whose subcontract exceeds \$1,000,000 is known as a " Substantial Subcontractor ", as defined in C.G.S. §4a-100(a)(7) , as amended: "Substantial Subcontractor" means a person who performs Work with a value in excess of \$1,000,000 for a Contractor pursuant to a Contract for work for the state or a municipality which is estimated to cost more than \$1,000,000 . Pursuant to C.G.S. §§ 4a-100 and 4b-91(j) , as amended, no person whose Subcontract exceeds \$1,000,000 in value may perform work as a Subcontractor on a project for the construction, reconstruction, alteration, remodeling repair or demolition of any public building or any other public work by the state or a municipality, which project is estimated to cost more than \$1,000,000 and is paid for, in whole or in part, with state funds, <i>unless, at the time of bid submission</i> , the person is prequalified in accordance with C.G.S. §§ 4a-100 and C.G.S. §4b-91(j) as amended. "Prequalified" includes the Substantial Subcontractor's prequalification classifications, aggregate work capacity ratings and single project limits. This requirement also applies to the Bidder, if the Bidder is self-performing as a Named Subcontractor.
2.6.3	Named Subcontractor Prequalification Requirements (and/or Bidder's Self-Performing Work Exceeds \$1,000,000):
2.6.3.1	See Subsection 2.7.2 for Named Subcontractor prequalification requirements for Subcontracts exceeding \$1,000,000.
2.6.4	SBE/MBE Subcontractor Prequalification Requirements:
2.6.4.1	See Subsection 2.8.4 for SBE/MBE Subcontractor prequalification requirements for Subcontracts exceeding \$1,000,000.

2.0 Bid Package Instructions (continued):	
2.7	Named Subcontractor Requirements: (C.G.S. §§ 4a-100, 4b-92, 4b-93(a), 4b-95, 4b-95a, & 4b-96)
2.7.1	Named Subcontractor Requirements for Subcontracts exceeding One Hundred Thousand Dollars (\$100,000):
2.7.1.1	Attachment 5 of Bid Proposal Form: Named Subcontractor Signed Statement:
.1	All Bidders must read Attachment 5 of this Project's Bid Proposal Form and obtain a signed statement from each Named Subcontractor listed in Table 2.7 of the Bid Proposal Form, stating that the Named Subcontractor has communicated directly with the Bidder about the work to be performed on such contract. The Bidder may use Section 00 45 20 Named Subcontractor Signature Page to obtain such signed statements. See the solicitation on CTsource for a template.
.2	All Bidders must upload all signed statements to the solicitation on CTsource prior to the date and time of the Bid Opening.
.3	Failure to Upload: Failure of a Bidder to upload signed statements from each Named Subcontractor listed in Table 2.7 of this Project's Bid Proposal Form to the solicitation on CTsource prior to the date and time of the Bid Opening or to submit signed statements within two (2) business days after the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.
2.7.1.2	Named Subcontractors Requirements:
.1	All Bid Proposals shall be for the complete work as specified and shall include the names of <u>ALL</u> Subcontractors for the four (4) Classes of Work specified in C.G.S. § 4b-93(a) , as amended, and for the Class(es) of Work for which the Awarding Authority has required a separate section pursuant to said subsection, together with the Proposed Dollar Values of each Subcontract in excess of One Hundred Thousand Dollars (\$100,000). The contractor shall be selected on the basis of such bids.
.2	The Named Subcontractors Bid Prices shall be the prices set forth in the spaces provided on the Bid Proposal Form.
.3	No bid shall be rejected because of an error in setting forth the Name of a Subcontractor as long as the Subcontractor or Subcontractors designated are clearly identifiable.
.4	No bid shall be rejected because the Named Subcontractor's plans and specifications do not accompany the bid or are not submitted with the bid.
.5	Section 00 45 17 Named Subcontractor Bidder's Qualification Statement: The Three Apparent Lowest Bidders will receive VIA EMAIL a " Subcontractor Information Request " (" Request ") from the Awarding Authority and must submit within ten (10) calendar days completed Section 00 45 17 Named Subcontractor Bidder's Qualification Statement(s) for each Named Subcontractor in Table 2.7 of the Bid Proposal Form. This information shall be considered as part of the Bid Proposal Form and failure to comply with any portion of this requirement may cause rejection of the bid.
.6	Important Note: Individual Technical Specification Sections <u>may</u> contain qualification requirements that exceed those from Section 00 45 17 Named Subcontractor Bidder's Qualification Statement.
2.7.1.3	Additional Named Subcontractors Requirements:
.1	Failure to correctly state <u>ALL</u> of the Named Subcontractors' prices in excess of One Hundred Thousand Dollars (\$100,000) within a Named Class of Work on the Bid Proposal Form shall be cause for rejection of the Bid.
2.7.1.4	Self-Performing Bidder Requirements:
.1	In accordance with C.G.S. § 4b-95(c) , it shall be presumed that the Bidder intends to perform, with its own employees, all work in such four (4) Classes of Work and such other classes, for which no Subcontractor is named in Table 2.7 of the Bid Proposal Form.
.2	Section 00 45 17 Named Subcontractor Bidder's Qualification Statement: In accordance with C.G.S. § 4b-92 , as amended, the Bidder's qualifications for performing such work with its own employees shall be subject to review by submitting a completed copy of Section 00 45 17 Named Subcontractor Bidder's Qualification Statement within ten (10) Calendar Days after receipt of the " Subcontractor Information Request ".

2.0 Bid Package Instructions <i>(continued)</i> :	
2.7	Named Subcontractor Requirements <i>(continued)</i>:
2.7.2	Named Subcontractor Prequalification Requirements for Subcontracts exceeding \$1,000,000:
For Subcontracts estimated to exceed one million dollars (\$1,000,000) , the Named Subcontractor <i>must</i> be “prequalified” by DAS in the Class of Work specified in Table 2.7 of Section 00 41 00 Bid Proposal Form <i>at the time of bid submission</i> , pursuant to C.G.S. §§ 4a-100 and 4b-91(j) , as amended.	
2.7.2.1	Attachment 3 of Bid Proposal Form: DAS Prequalification Certificates and Update Statements:
.1	Named Subcontractor Prequalification: All Bidders must read Attachment 3 of this Project's Bid Proposal Form and upload current (not expired) DAS Prequalification Certificate(s) and Update Statement(s) for each Named Subcontractor in Table 2.7 of the Bid Proposal Form if the subcontract is proposed to be greater than One Million Dollars (\$1,000,000) , and if the Class of Work is Electrical, HVAC, Masonry, Plumbing , or other Class of Work that the awarding agency deems necessary. All Bidders must upload all DAS Prequalification Certificate(s) and Update Statement(s) to the solicitation on CTsource prior to the date and time of the Bid Opening. This information shall be considered as part of the Bid Proposal Form .
.2	Self-Performing Bidder Prequalification: If the Bidder has listed itself as a Named Subcontractor(s) for a Class(es) of Work in Table 2.7 of the Bid Proposal Form and the proposed dollar value of the Work is greater than \$1,000,000 and if the Class of Work is Electrical, HVAC, Masonry, Plumbing , or other Class of Work that the awarding agency deems necessary, then the Bidder must read Attachment 3 of the Bid Proposal Form and upload a current (not expired) DAS Prequalification Certificate and Update Statement for each of the applicable Class(es) of Work . This information shall be considered as part of the Bid Proposal Form .
.3	Failure to Upload: Failure of a Bidder to upload the Named Subcontractor's (and Bidder's, as applicable) DAS Prequalification Certificate(s) and DAS Update Statement(s) with the Bid Proposal Form to CTsource prior to the date and time of the Bid Opening or to submit the DAS Prequalification Certificate(s) and the DAS Update Statement(s) within two (2) business days after the Bid Opening shall cause the bid to be rejected and shall not be considered a minor irregularity under C.G.S. § 4b-95 .
2.7.3	Named Subcontractor Replacement:
2.7.3.1	The Awarding Authority may require the Bidder 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 .
2.7.4	Named Subcontractor Substitution:
2.7.4.1	The Awarding Authority shall not permit substitution of a subcontractor for one Named in accordance with the provisions of C.G.S. § 4b-95 , as amended, except for “ Good Cause ”.
2.7.4.2	The Awarding Authority shall not permit substitution of a subcontractor for any designated sub-trade work bid to be performed by the Bidder's own forces in accordance with the provisions of C.G.S. § 4b-95 except for “ Good Cause ”.
2.7.4.3	In the event that the Bidder names a Subcontractor to perform some, but not all , of the separate section of the specifications for a particular Class of Work, then it will be presumed, in addition and in accordance with C.G.S. § 4b-95(c) , that the Bidder intends to self-perform the balance of the Class of Work. Post-bid , the Bidder cannot substitute a Subcontractor for one named in the Bid Proposal Form or bring in a Subcontractor for any designated subtrade work presumed to be performed by the General Contractor's own forces, except for “ Good Cause ” as determined by the Awarding Authority.
2.7.4.4	"Good Cause": The term "good cause" includes but is not limited to, a subcontractor's or, where appropriate, a Bidder's : (1) death or physical disability, if the listed subcontractor is an individual; (2) dissolution, if a corporation or partnership; (3) bankruptcy; (4) inability to furnish any performance and payment bond shown on the bid form; (5) inability to obtain, or loss of, a license necessary for the performance of the particular category of work; (6) failure or inability to comply with a requirement of law applicable to contractors, subcontractors, or construction, alteration, or repair projects; and (7) failure to perform its agreement to execute a subcontract under C.G.S. § 4b-96, as amended.
2.7.4.5	In the event that the substitution results in a decrease in subcontract price, DAS shall reduce the contract amount to reflect the difference according to the provisions of C.G.S. § 4b-96 . However, DAS elects not to increase the contract price if there is a price increase between the listed subcontractor and the new subcontractor price.
2.7.4.6	The Request to Substitute Named Subcontractor (Form 6040) must be used to submit requests. Download Form 6040 from the online DAS Construction Services Library: https://portal.ct.gov/DASCSLibrary > 6000 Series.

2.0 Bid Package Instructions <i>(continued)</i> :	
2.8	SBE/MBE Requirements: (C.G.S. §§ 4a-60, 4a-60g, 4a-100, 4b-91(j), 46a-68b through 46a-68f, 46a-71(d), 46a-81i(d), as amended, and R.C.S.A. §§ 46a-68j-21 through 43)
2.8.1	CHRO SBE/MBE Subcontractor Participation Goals:
2.8.1.1	<p>All Bidders shall make good faith efforts to award not less than the percentage(s) stated on page 1 of Section 00 41 00 Bid Proposal Form to DAS-certified Small Business Enterprise (SBE) and/or Minority Business Enterprise (MBE) Subcontractors, in accordance with C.G.S. § 4a-60g.</p> <p>The MBE participation by Subcontractors does count as part of the SBE participation by Subcontractors.</p>
2.8.1.2	<p>The SBE and MBE participation goals for Subcontractors apply even if the Bidder is a DAS-certified SBE or MBE. The Bidder <i>cannot</i> count their status as an SBE or MBE towards the SBE or MBE participation goals for the Project.</p>
2.8.1.3	<p>For CHRO contract compliance requirements, see C.G.S. §§ 4a-60, 4a-60g, 46a-68b through 46a-68f, 46a-71(d), 46a-81i(d), as amended, and the Regulations of Connecticut State Agencies (R.C.S.A.) §§ 46a-68j-21 through 43.</p>
2.8.1.4	<p>To facilitate compliance with the CHRO SBE/MBE Subcontractor Participation Goals, the Three (3) Apparent Lowest Bidders will receive VIA EMAIL a “Subcontractor Information Request” (“Request”) from the Awarding Authority and will be required to submit the items listed below within ten (10) calendar days of the Request.</p> <p>The items listed below will be considered as part of your Bid Proposal Form and failure to comply with any portion of this requirement within the ten (10) days shall cause the bid to be rejected.</p>
2.8.2	SBE/MBE Subcontractor Participation Schedule:
2.8.2.1	<p>Three (3) Apparent Lowest Bidders:</p> <ul style="list-style-type: none"> Submit a completed Section 00 73 27 SBE/MBE Subcontractor Participation Schedule, listing the DAS-certified SBE/MBE Subcontractors to be used on this project along with the dollar amounts to be paid to each.
2.8.3	SBE/MBE Certificates:
2.8.3.1	<p>Three (3) Apparent Lowest Bidders:</p> <ul style="list-style-type: none"> Submit a current (not expired) DAS SBE/MBE Certificate for each Subcontractor listed in the “SBE/MBE Subcontractor Participation Schedule”.
2.8.4	DAS Prequalification Certificates and Update Statements for SBE/MBE Subcontracts exceeding \$1,000,000:
2.8.4.1	<p>Three (3) Apparent Lowest Bidders:</p> <ul style="list-style-type: none"> Submit a current (not expired) DAS Prequalification Certificate and Update Statement for each Subcontractor listed in the “SBE/MBE Subcontractor Participation Schedule” whose Subcontract exceeds \$1,000,000 and to the extent that their Class of Work is a DAS Prequalification Classification. Pursuant to C.G.S. §§ 4a-100 and 4b-91(j), as amended, each such SBE/MBE Subcontractor must be prequalified in the DAS Prequalification Classification <i>at the time of bid submission</i>. Failure of the SBE/MBE Subcontractor to be prequalified <i>at the time of bid submission</i> or failure of the Bidder to submit the applicable DAS Prequalification Certificate(s) and DAS Update Statement(s) as requested shall cause the bid to be rejected and shall not be considered a minor irregularity under C.G.S. § 4b-95.
2.9	Insurance Coverages:
<p>The Insurance coverages required for this project shall be those listed in Section 00 41 00 Bid Proposal Form, Section 00 62 16 Certificates of Insurance, and Section 00 72 13 General Conditions (Article 35 Contractors Insurance) of this Project Manual.</p>	

3.0 Required Documents from the Apparent Low Bidder:	
3.1	Section 00 40 14 Certificate (of Authority):
3.1.1	The Apparent Low Bidder shall submit a second completed and signed Section 00 40 14 Certificate (of Authority) within fifteen (15) calendar days after receipt of the " Letter of Intent " from the Awarding Authority.
3.2	Section 00 52 03 Contract:
<i>Important Note: In accordance with Public Act 21-76, as of July 1, 2021, Bidders are no longer required to upload Affidavits and Certifications with their Bid Proposal. Instead, Bidders are required to agree to Certifications and Representations provided in the updated Contract (see Section 00 52 03 Contract for an example) and described below.</i>	
3.2.1	Notice of Nondiscrimination Certification:
3.2.1.1	Apparent Low Bidder: Pursuant to C.G.S. § 4a-60, as amended, the authorized signatory submitting a bid or proposal for a State contract, regardless of type, term, cost or value, shall demonstrate his or her understanding of the nondiscrimination obligations of C.G.S. § 4a-60, as amended, and will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections, by signing the Contract .
3.2.2	Notice of Gift Representation Requirements for Large State Contracts:
3.2.2.1	<p>Apparent Low Bidder: Pursuant to C.G.S. §§ 4-250 and 4-252, as amended, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large State Contract with a value of \$500,000 or more, shall be required to represent in the Contract:</p> <ol style="list-style-type: none"> .1 That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency. .2 That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee. .3 That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person. .4 That if a Bidder refuses to agree to the representations required under C.G.S. § 4-252, as amended and described above, such Bidder shall be rejected, and DAS shall award the Contract to the next lowest responsible qualified bidder.
3.2.3	Notice of Consulting Agreement Representation Requirements:
3.2.3.1	<p>Apparent Low Bidder: Pursuant to C.G.S. §§ 4a-81(a) and 4a-81(b), as amended, the chief executive officer or authorized signatory submitting a bid for a contract that has a value of \$50,000 or more, shall be required to represent in the Contract:</p> <ol style="list-style-type: none"> .1 That any consulting agreement, as defined by C.G.S. § 4a-81(b)(1), entered into in connection with this Contract shall be listed in the Contract. Such representation of consulting agreements shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. .2 That if a Bidder refuses to agree to the representations required under C.G.S. §§ 4a-81(a) and 4a-81(b), as amended, such Bidder shall be rejected, and the Awarding Authority shall award the Contract to the next lowest responsible qualified bidder or seek new bids. .3 That such representation shall be made to the best knowledge and belief of the person signing the Contract, subject to the penalty of false statement as provided in C.G.S. § 53a-157b.

3.0 Required Documents from the Apparent Low Bidder <i>(continued)</i> :	
3.2	Section 00 52 03 Contract <i>(continued)</i>:
3.2.4	Notice of State Ethics Law Representation Requirements:
3.2.4.1	<p>Apparent Low Bidder: Pursuant to C.G.S. §§ 1-101mm and 1-101qq, as amended, the chief executive officer or authorized signatory submitting a bid or proposal for a large State Construction Contract with a value of \$500,000 or more, shall be required to represent in the Contract:</p> <ol style="list-style-type: none"> .1 That the chief executive officer or authorized signatory of the contract and all key employees of such officer or signatory have downloaded, read, and understood the summary of State ethics laws (the "Guide to the Code of Ethics For Current or Potential State Contractors") from the Office of State Ethics (OSE) website (https://portal.ct.gov/Ethics > "Resources" > "Publications"). .2 That the chief executive officer or authorized signatory of the contract and all key employees of such officer or signatory agree to comply with the provisions of State ethics law. .3 That, prior to entering into a contract with any Subcontractors or Subconsultants, the Bidder shall provide the summary of State ethics laws described in C.G.S. § 1-101qq (a) to all Subcontractors and Subconsultants. Each contract entered into with a Subcontractor or Subconsultant on or after July 1, 2021, shall incorporate such summary by reference as a part of the contract terms and shall include a representation that each Subcontractor or Subconsultant and the key employees of such Subcontractor or Subconsultant have read and understood the summary and agree to comply with the provisions of State ethics law. Failure to include such representations in such contracts with Subcontractors or Subconsultants shall be cause for termination of the large State Construction Contract.
3.2.5	Notice of Iran Investments Certification Requirements:
3.2.5.1	<p>Apparent Low Bidder: Pursuant to C.G.S. § 4-252a, the chief executive officer or authorized signatory of an "entity" (see NOTE 1) submitting a bid for a large State Construction Contract with a value of \$500,000 or more, shall be required to certify in the Contract:</p> <p>[NOTE 1: "Entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.]</p> <ol style="list-style-type: none"> .1 That such entity has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. .2 That if the entity makes a good faith effort to determine whether it has made an investment as described above, it shall not be deemed to be in breach of the contract or in violation of C.G.S. § 4-252a. A "good faith effort" for purposes of this subsection includes a determination that the entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the Awarding Authority to pursue a breach of contract action for any violation of the provisions of the Contract. .3 That such representation shall be sworn as true to the best knowledge and belief of the person signing the Contract, subject to the penalties of false statement.
3.3	Section 00 52 73 Subcontract Agreement Form:
3.3.1	<p>The Apparent Low Bidder shall submit a completed Section 00 52 73 Subcontract Agreement Form of this Project Manual for each Named Subcontractor listed in Table 2.7 of Section 00 41 00 Bid Proposal Form within fifteen (15) calendar days after receipt of the "Letter of Intent".</p> <p>This information shall be considered as part of the Bid Proposal Form and failure to comply with any portion of this requirement may cause rejection of the bid.</p>
3.3.2	Each Named Subcontractor shall be the matter of a Subcontract as required by C.G.S. § 4b-96 .
3.4	Section 00 62 16 Certificates of Insurance (Sample):
3.4.1	The Apparent Low Bidder shall submit the Firm's Certificate of Liability Insurance Acord® form within fifteen (15) calendar days after receipt of the "Letter of Intent" .

3.0 Required Documents from the Apparent Low Bidder (continued):

3.5 Commission on Human Rights and Opportunities

(C.G.S. §§ 4a-60, 4a-60a, 4a-60g, 46a-68b through 46a-68f, 46a-71(d), 46a-81i(d) and the Regulations of Connecticut State Agencies (R.C.S.A.) §§ 46a-68j-21 through 43)

3.5.1 CHRO Required Information:

The **Apparent Low Bidder shall** submit required information to CHRO in accordance with C.G.S. §§ 46a-68c or 46a-68d, as applicable, and 4a-60 within **fifteen (15) calendar days after** receipt of the "**Letter of Intent**" from the Awarding Authority.

For additional information, see the CHRO webpage for Contract Compliance:

<https://portal.ct.gov/chro/contract-compliance/contract-compliance/contract-compliance-forms-and-reports>

3.5.2 The Apparent Low Bidder **shall** submit a copy of their Transmittal Letter to the Awarding Authority showing the Bidder submitted required CHRO information within **fifteen (15) calendar days after** receipt of the "**Letter of Intent**".

3.6 Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification

(C.G.S. §§ 31-53 and 31-55a)

3.6.1 The **Apparent Low Bidder shall** submit the "**Contractor's Wage Certification Form**" to the Connecticut Department of Labor within **fifteen (15) calendar days after** receipt of the "**Letter of Intent**". See **Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification** of this Project Manual.

3.6.2 Each contractor who is awarded a contract on or after October 1, 2002, shall be subject to provisions of **C.G.S. § 31-53**, as amended. See **Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification** of this Project Manual.

3.6.3 Annual Adjustment Of Prevailing Wage Rates:

In determining bid price, consideration should be given to **C.G.S. § 31-53 and 31-55a**, as amended, regarding **annual adjustment of prevailing wage rates**.

Annual adjustments of prevailing wage rates will **not** be considered a matter for a contract amendment.

3.6.4 Off-Site Custom Fabrication:

For Prevailing Wage Projects on and after July 1, 2025, in accordance with C.G.S. § 31-53 as amended by Public Act 25-168, the Bidder agrees to include the C.G.S. § 31-53 prevailing wage provision in each contract, including contracts for off-site custom fabrication.

For purposes of this section, "off-site custom fabrication" means the fabrication of systems that are fabricated at a site located within the state other than the location of a public works project, but are fabricated specifically for such public works project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems. "Off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.

3.7 Section 00 73 48 Project Labor Agreement:

(C.G.S. § 31-56b)

3.7.1 ONLY IF APPLICABLE TO THE PROJECT: Within **fifteen (15) calendar days after** receipt of the "**Letter of Intent**", the **Apparent Low Bidder shall** submit a signed Project Labor Agreement and "Acceptance of Agreement", acknowledging that the Bidder has received a fully executed copy of the PLA, and accepts and agrees to be bound by the PLA for this Project. A copy of this project's PLA is included in Section 00 73 48 of the Contract Documents. The "Acceptance of Agreement" form is also included in Section 00 73 48.

The Bidder will be required to ensure that Contractors sign the "Acceptance of Agreement" form attached to the PLA for the purpose of performing work on the Project. The Bidder shall monitor and enforce compliance with the PLA by the Unions and by all Contractors who, through their execution of the "Acceptance of Agreement", together with their subcontractors, accept and agree to be bound by the PLA for this Project. The term "Contractors" shall include all Contractors, Subcontractors and sub- subcontractors of whatever tier engaged in on-site construction work within the scope of this Agreement.

In accordance with **C.G.S. § 31-56b(d)**, if the Bidder **does not** agree to abide by the conditions of the PLA, the Bidder **shall not** be regarded as a responsible and qualified bidder. If any Contractor performing work for the Project does not agree to abide by the conditions of the PLA, the Bidder shall not regard such Contractor as a responsible and qualified contractor.

See **Section 00 73 48 Project Labor Agreement** for a copy of this project's PLA (if applicable). The "Acceptance of Agreement" form is also included in Section 00 73 48.

3.0 Required Documents from the Apparent Low Bidder *(continued)*:

3.8 Section 00 92 10 Additional Forms: (C.G.S. §§ 4b-91(e), 49-41, and 49-41a)

3.8.1 Performance Bond: Apparent Low Bidder: Within **fifteen (15) calendar days after** receipt of the “**Letter of Intent**”, the **Apparent Low Bidder shall** substitute for the **Standard Bid Bond** or **Certified Check** accompanying its bid an executed **performance bond**, in the amount not less than 100 percent of the contract price, conditioned upon the faithful performance of the contract, and having as surety thereto such surety company or companies satisfactory to the Commissioner and as are authorized to transact business in this State. This bond is to be furnished pursuant to **C.G.S. § 49-41**, as amended. See **Section 00 92 10 Additional Forms** of this Project Manual for a template.

3.8.2 Labor and Material Bond: Apparent Low Bidder: Within **fifteen (15) calendar days after** receipt of the “**Letter of Intent**”, the **Apparent Low Bidder 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 **C.G.S. § 49-41**, as amended. See **Section 00 92 10 Additional Forms** of this Project Manual for a template.

3.8.2 The following section of the Connecticut General Statutes, as amended, is inserted as information concerning this bond and will be incorporated into the Contract for the Work:

C.G.S. § 49-41a. Enforcement of payment by general contractor to subcontractor and by subcontractor to its 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) Each payment requisition submitted in accordance with the requirements of subsection (a) of this section, except for any such payment requisition submitted pursuant to a contract administered by or in conjunction with the Department of Transportation, 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. (c) 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 per cent 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. (d) No payment may be withheld from a subcontractor for work performed because of a dispute between the general contractor and another contractor or subcontractor. (e) 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.

3.8.3 Surety Sheet: Apparent Low Bidder: Within **fifteen (15) calendar days after** receipt of the “**Letter of Intent**”, the **Apparent Low Bidder shall** submit a Surety Sheet that provides information regarding the Surety Company and Agent. See **Section 00 92 10 Additional Forms** of this Project Manual for a template.

3.8.4 Bidder's Certification: Financial Position and Corporate Structure: Apparent Low Bidder: Pursuant to **C.G.S. § 4b-91(e)**, within **fifteen (15) calendar days after** receipt of the “**Letter of Intent**”, the **Apparent Low Bidder shall** submit a **Bidder's Certification** certifying 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 **DAS Prequalification Certificate** and **DAS Update Statement** and that the bid was made without fraud or collusion with any person. See **Section 00 92 10 Additional Forms** of this Project Manual for a sample form.

3.0 Required Documents from the Apparent Low Bidder (continued):

3.9	Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors: (C.G.S. §12-430)
3.9.1	Nonresident contractors must comply with the provisions C.G.S. § 12-430 (7), Procedures for Nonresident Contractors , and the regulations established pursuant to that section. See Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors of this Project Manual for additional details.
3.9.2	Apparent Low Bidder who is a Nonresident Contractor: Within fifteen (15) calendar days after receipt of the "Letter of Intent" , a certificate(s) from DRS must be provided which evidences that C.G.S. §12-430 for non-resident contractors has been met. As described in Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors, Verified Nonresident General/Prime Contractors must submit a copy of their "Notice of Verified Status" (Verification Letter) from DRS. Unverified Nonresident General/Prime Contractors must submit a copy of Form AU-965 "Acceptance of Surety Bond" from DRS.
3.10	Section 01 50 00 Temporary Facilities and Controls: General Permit for the Discharge of Stormwater & Dewatering Wastewaters from Construction Activities:
3.10.1	All state agency construction projects disturbing one or more total acres of land area on a site regardless of project phasing must file a Connecticut Department of Energy and Environmental Protection (DEEP) General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities (DEEP-WPED-GP-015) ("Construction Stormwater General Permit") registration and Stormwater Pollution Control Plan (SWPCP) with the DEEP. The Awarding Authority's Architect/Engineer (A/E) shall be responsible for registering the Construction Stormwater General Permit and SWPCP through the online DEEP ezFile Portal prior to bidding.
3.10.2	Once the Apparent Low Bidder is under contract with the Awarding Authority, and prior to the commencement of any construction activities, the Apparent Low Bidder ("Contractor") shall be required to provide the necessary information from all applicable contractors and/or subcontractors working on the Project to the Awarding Authority's A/E in order to finalize the SWPCP and transfer the Construction Stormwater General Permit obligations to the Contractor.
3.10.3	All Contractors and Subcontractors listed on the SWPCP shall be required to sign the SWPCP "Contractor Certification Statement" and License Transfer Form prior to commencement of any construction activity.
3.11	Threshold Projects – Subcontractor Requirements: (C.G.S. §29-276b)
3.11.1	The Apparent Low Bidder shall provide the Subcontractor(s) Major Contractor Registration License number(s) to the Awarding Authority within fifteen (15) calendar days after receipt of the "Letter of Intent" .
3.11.2	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 Connecticut Department of Consumer Protection (DCP) and obtain a Major Contractor License issued by DCP PRIOR to the date and time of the Bid Opening for this Project. For further information, go to the DCP Website (https://portal.ct.gov/dcp).
3.12	Certificate of Legal Existence:
3.12.1	A corporation that is awarded the contract must comply with the laws of this State regarding the procurement of a "Certificate of Legal Existence" to transact business in this State from the Secretary of the State . A "Certificate of Legal Existence" which is not older than ninety (90) calendar days from the date of the contract signing must be filed with the Awarding Authority within fifteen (15) calendar days after receipt of the "Letter of Intent" .
3.13	OSHA Training Course: Successful Bidder: (C.G.S. §31-53b)
3.13.1	Pursuant to C.G.S. §. 31-53b (a) , as amended, each contract entered into 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 (\$100,000) , shall contain a provision requiring that, not later than thirty (30) 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 (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.

End of Section 00 21 13
Instructions to Bidders

PRE-BID MEETING AGENDA

Awarding Authority:
State of Connecticut Military Department
360 Broad Street, Hartford, CT 06105

1.0 Pre-Bid Meeting:

- 1.1** The Military Department, Kohler Ronan Engineers, Construction Administrator will conduct a Pre-Bid Meeting.
For the Pre-Bid Meeting Date, Time, and Location see Section 00 11 16 Invitation To Bid for this Specific Bid.

1.2 Attendance:

- | | |
|--|---|
| 1.2.1 General Contractor: | Attendance at the Pre-Bid Meeting is MANDATORY . At the Pre-Bid Meeting, all prospective bidders shall <i>sign</i> his or her name on the <i>official Pre-Bid Meeting Attendance Log (Form 6020)</i> and <i>list</i> the name and address of the company he or she represents.

For MANDATORY Pre-Bid Meetings, this shall be done no later than the designated start time of the Pre-Bid Meeting. Prospective bidders are advised to register early as no attendee will be allowed to register <i>after</i> the advertised start time.

Bids submitted by contractors who have <i>not properly</i> registered and attended the MANDATORY Pre-Bid Meeting <i>shall be rejected</i> as non-responsive . |
| 1.2.2 Subcontractors: | Attendance at the Pre-Bid Meeting is recommended. |
| 1.2.3 Pre-Bid Meeting Attendance Log: | It is MANDATORY that all attendees sign the Pre-Bid Meeting Attendance Log (Form 6020) . |

1.3 Site/Facility Visit or Walkthrough: Please **do not** make any Site/Facility Visits without notifying the Project Manager prior to your visit.

- | | |
|--------------|--|
| 1.3.1 | <input checked="" type="checkbox"/> A Site/Facility Visit or Walkthrough is scheduled for the Pre-Bid Meeting |
| 1.3.2 | <input type="checkbox"/> A Site/Facility Visit or Walkthrough is <u>NOT</u> scheduled for the Pre-Bid Meeting |
| 1.3.3 | <input checked="" type="checkbox"/> MIL SECURITY REQUIREMENTS:

All Bidders attending a Pre-Bid Meeting at a MIL Facility are required to present a REAL ID compliant form of identification to enter DOD Installations per IAW the 2005 REAL ID Act, as of May 7, 2025 . Visitors, to include those being escorted by military members, who fail to produce a REAL ID or a DHS-approved alternative found in the link below, may be denied installation access and admission to the Pre-Bid Meeting.

Read <i>Section 00 73 63 Connecticut Military Department (MIL) Security Requirements</i> in the project's specifications.

For more information on the REAL ID Act and how it may impact you, please refer to the Department of Homeland Security REAL ID webpage at the following link: https://www.dhs.gov/real-id |

1.4 Bidder Questions:

- | | |
|--------------|---|
| 1.4.1 | Submit written questions to be discussed at the Pre-Bid Meeting a minimum of two (2) Calendar Days prior to Pre-Bid Meeting date . See the Invitation to Bid for instructions on submitting questions.

IMPORTANT NOTE: In accordance with the Statutes and Regulations, no participants in any Selection, Proposal, or Bidding process, including Client Agency representative(s), shall 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. |
|--------------|---|

2.0 Pre-Bid Meeting Agenda:

The Pre-Bid Meeting Agenda will include a review of topics, **as applicable to the Project**, which may affect proper preparation and submittal of bids, including, but not limited to, the following:

2.1 Introduction of Participants:

2.1.1 Architect/Engineer: Kohler Ronan

2.1.2 CA:

2.1.3 Awarding Authority Representative: Robert Jones; CT Military Department

2.1.4 Client Agency Representative: Denisa Dede; CT Military Department

2.2 Project Summary:

2.2.1 Summary of Work: See General Requirements Section 01 11 00

2.2.2 Temporary Facilities and Controls: See General Requirements Section 01 50 00

2.2.3 Work Sequence: See General Requirements Section 01 11 00

2.2.4 Contractor Use of Premises: See General Requirements Section 01 11 00

2.2.5 Project Schedule

2.2.6 Contract Time

2.2.7 Liquidated Damages: See General Conditions Section 00 73 13, Articles 1 and 8, and 00 41 00 Bid Proposal Form.

2.2.8 Build America, Buy America Act (BABA):

When applicable to this Project, the Bidder must comply with the requirements of the Federal Government's "**Build America, Buy America Act (BABA)**", enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021 and effective October 23, 2023. **See page 1 of the Invitation to Bid or Bid Proposal Form for applicability.** Additional details can be found in the following documents:

- Section 00 21 13 *Instructions to Bidders* (subsection 1.20 *Projects With Federal Financial Assistance*);
- Section 00 41 00 *Bid Proposal Form* (this form – Attachment 4: *Build America, Buy America Act Acknowledgement*);
- Section 00 72 13.1 *Supplementary Conditions of the Contract for Construction for Design-Bid-Build* (subsection 36.4 *Build America, Buy America Act*);
- Section 00 73 73 *Build America, Buy America Act Requirements for Projects with Federal Financial Assistance*.

2.2.9 PROJECT LABOR AGREEMENT (PLA):

When applicable to this Project, the Bidder must comply with the requirements of the Project Labor Agreement (PLA). If the Bidder does not agree to abide by the conditions of the PLA, the Bidder shall not be regarded as a responsible and qualified bidder. **See page 1 of the Invitation to Bid or Bid Proposal Form for applicability.**

The Apparent Low Bidder will be required to sign the PLA and "Acceptance of Agreement" prior to the Award of this Contract. Additional details and requirements can be found in the following documents:

- Section 00 21 13 *Instructions to Bidders* (subsection 1.21 *Projects With a Project Labor Agreements*);
- Section 00 73 48 *Project Labor Agreement*.

2.0 Pre-Bid Meeting Agenda (continued):

2.3	Communication During Bidding Period:
2.3.1	Access to Website, Forms, and CTsource: DAS Website: https://portal.ct.gov/DAS CTsource Homepage: https://portal.ct.gov/DAS/CTSource/ctsource DAS/CS Online Library with Construction Services Forms: https://portal.ct.gov/DASCSLibrary
2.3.2	Bidder's Requests for Information: See General Requirements Sections 01 26 00. All requests for information prior to the Bid Due Date shall be in writing to the awarding authority and to be given consideration shall be received at least fourteen (14) Calendar Days prior to the Bid Due Date.
2.3.3	Substitution Procedures (Prior to Bid): See General Requirements Section 01 25 00 & General Conditions Section 00 73 13, Article 15. The awarding authority will consider Pre-Bid Equals or Substitutions Requests, if made fourteen (14) Calendar Days prior to the Bid Due Date . The information on all materials shall be consistent with the information herein. Requests must be made formally as a written question and must be accompanied by Form 7001 Equal or Substitute Product Request , available for download from the DAS/CS Online Library (https://portal.ct.gov/DASCSLibrary).
2.3.4	Substitutions following Contract Award: See General Requirements Section 01 25 00 & General Conditions Section 00 73 13, Article 15. Subject to the Architect or Engineer's determination, if the material or equipment is Equal to the one specified or pre-qualified and the Project Manager's approval of such determination, Substitution of Material or Equipment may be allowed after the Letter of Award is issued, as specified in the Conditions Section 00 73 13, Article 15. Requests must be made formally as a written question and must be accompanied by Form 7001 Equal or Substitute Product Request , available for download from the DAS/CS Online Library (https://portal.ct.gov/DASCSLibrary).
2.3.5	Addenda Procedures: See Item No. 2.7 of this form
2.4	Procurement and Contracting Requirements:
2.4.1	Section 00 11 16 – Invitation to Bid
2.4.2	Section 00 21 13 – Instructions to Bidders
2.4.3	Section 00 41 00 – Bid Proposal Form <ul style="list-style-type: none"> ATTACHMENT 1: ALL BIDS: Campaign Contribution Certification. ATTACHMENT 2: IF APPLICABLE: Additional Information Questions for Bids Between \$500,000 and \$1,000,000. ATTACHMENT 3: IF APPLICABLE: Named Subcontractor DAS Prequalification Certificates and Update Statements for Named Subcontractors for Subcontracts exceeding \$1,000,000 (and for Bidder, if Self-Performing). ATTACHMENT 4: IF APPLICABLE: Build America, Buy America Act Acknowledgement. ATTACHMENT 5: IF APPLICABLE: Named Subcontractor Signed Statement.
2.4.4	Section 00 41 10 – Bid Package Submittal Requirements
2.4.5	Section 00 43 16 – Standard Bid Bond (this form <u>must</u> be used and must be uploaded to CTsource prior to the date and time of the Bid Opening with the Power of Attorney from the Surety)

2.0 Pre-Bid Meeting Agenda (continued):

2.4 Procurement and Contracting Requirements (continued):

2.4.6		<p>Section 00 45 14 - General Contractor Bidder's Qualification Statement. Each Bidder must enter all information, sign and notarize correctly, and upload the following documents to CTsource with their bid. The bid <u>will</u> be rejected if the following are not attached:</p> <ul style="list-style-type: none"> Resumes of All Supervisory Personnel. Letters of Reference from Architects, Engineers, or Owners. List of All Construction Projects Completed in the Past Five Years with required information. NOTE: Two of the construction projects completed in the past five years shall be (1) single project contracts that have reached substantial completion, not aggregate projects; (2) of commercial and/or institutional construction work (this includes compliance with general requirements); (3) within the Cost Estimate Range stated in Section 00 11 16 Invitation to Bid for this project; and (4) of the size and complexity of this Project. Failure to identify two such projects prior to the date and time of the Bid Opening shall cause the bid to be rejected and shall not be considered a minor irregularity under C.G.S. § 4b-95. For projects greater than \$5Million: (1) the Name and Resume of the Construction Scheduler and (2) a Letter of Reference for the Construction Scheduler
2.4.7		Section 00 40 14 Certificate (of Authority)
2.4.8		Bids greater than \$1Million: DAS Prequalification Certificate and Update Statement for Bidder
2.4.9		Section 00 30 00 – General Statements for Available information
2.4.10		Division 50 – Project-Specific Available Information
2.4.11		Bonding (see Section 00 92 10 – Additional Forms)
2.4.12		Insurance (see Section 00 41 00 – Bid Proposal Form)
2.4.13		Notice of Award

2.5 Contract Considerations:

2.5.1		Allowances: See General Requirements Section 01 20 00
2.5.2		Base Bid Quantities and Defined Unit Prices: See General Requirements Section 01 20 00
2.5.3		Named Subcontractors: See 00 41 00 Bid Proposal Form.
2.5.4		Supplemental Bids: See General Requirements Section 01 23 13 and 00 41 00 Bid Proposal Form.

2.6 Separate Contracts:

2.6.1		Work by Owner
2.6.2		Work of Other Contracts

2.7 Post Pre-Bid Meeting Addendum:

2.7.1		<p>No Interpretations of the meaning of the plans, specifications or other contract documents will be made orally at any time. Every bidder request for such interpretation shall be in writing to the awarding authority and to be given consideration shall be received at least fourteen (14) Calendar Days prior to the Bid Due Date. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, <i>if</i> issued, will be posted on CTsource.</p>
2.7.2		Other Bidder Questions

2.0 Pre-Bid Meeting Agenda (continued):

2.8 Other Agenda Topics and Notes:

2.8.1

2.8.2

3.0 Additional Information:

3.1 Recording and Distribution of Pre-Bid Meeting Minutes:

3.1.1 The **Architect** is responsible for conducting the Pre-Bid Meeting and will record and distribute meeting minutes to attendees [and others known by the issuing office to have received a complete set of Procurement and Contracting Documents].

3.2 Pre-Bid Meeting Minutes as “Available Information”

3.2.1 Minutes of the Pre-Bid Meeting are issued as “Available Information” and **do not** constitute a modification to the Procurement and Contracting Documents. **Modifications to the Procurement and Contracting Documents are issued by written Addendum only.**

3.3 Pre-Bid Meeting Attendance Log:

3.3.1 The **Pre-Bid Site Meeting Attendance Log** will be provided in an addendum to the solicitation, along with the Meeting Minutes. To find the addendums for a solicitation, go to the **CTsource Bid Board** (<https://portal.ct.gov/DAS/CTSource/BidBoard>), filter by name of awarding authority under “Organization”, click on the appropriate solicitation, and click on the link(s) for the addendums. If there are no addendums, then the Pre-Bid Meeting has not yet taken place.

3.4 List of Plan Holders:

3.4.1 To find the **List of Planholders** for a **MIL Construction Services project**, go to the CTSource Bid Board [CTsource Bid Board](#) to search project number and select the “**View Plan Holder List**”.

3.5 Contractor and Subcontractor Prequalification:

3.5.1 **CONTRACTOR PREQUALIFICATION:** All Bidders submitting bids **greater than one million dollars (\$1,000,000)** must upload a current (not expired) copy of their “**DAS Prequalification Certificate**” and “**DAS Update Statement**” for the applicable **Class of Work** to the solicitation on CTsource **prior** to the date and time of the Bid Opening. The specific, required, **Class of Work** for this Project can be found on **page 1 of Section 00 11 16 Invitation to Bid** under “**Required DAS Prequalification Classification for Bidders**”.

SUBCONTRACTOR PREQUALIFICATION: All subcontracts with values **greater than \$1,000,000** require the subcontractor to be currently **prequalified** by DAS, to the extent the Class of Work for the subcontractor is a DAS Prequalification Classification. Pursuant to **C.G.S. §§ 4a-100 and 4b-91(j), as amended**, no person whose **Subcontract** exceeds **\$1,000,000** in value may perform work as a **Subcontractor** on a project for the construction, reconstruction, alteration, remodeling repair or demolition of any public building or any other public work by the state or a municipality, which project is estimated to cost **more than \$1,000,000** and is paid for, in whole or in part, with state funds, *unless, at the time of bid submission*, the person is **prequalified** in accordance with **C.G.S. §§ 4a-100 and C.G.S. §4b-91(j)** as amended. “Prequalified” includes the **Substantial Subcontractor’s** prequalification classifications, aggregate work capacity ratings and single project limits.

3.0 Additional Information (continued):

3.6 Bid Submission:

- 3.6.1** Find the solicitation on the CTsource Bid Board by filtering for the name of the awarding authority under "Organization": <https://portal.ct.gov/DAS/CTSource/BidBoard> . To submit a bid, click "Select" and "Accept" in the Solicitation on CTsource. If you cannot click "Select" and "Accept", then you need to first select "Add New Response" and create a Quote (which you can rename).

3.7 Bid Tab Sheet (and Bids) After The Bid Has Closed:

- 3.7.1** To find the Bid Tab Sheet (and other bids) after the bid has closed, go to the CTsource Bid Board (<https://portal.ct.gov/DAS/CTSource/BidBoard>), filter by name of awarding authority under "Organization", click on the appropriate solicitation, and click on the "View Award Report" in the top right corner, located next to the "Print/Download solicitation summary".
- The Bid Tab Sheet will be available under "Award Documents". Individual bid documents will be available under "Vendor Attachments". Note: If "View Award Report" is not available, then it has not yet been published – check back later in the day.

End of Section 00 25 13
Pre-Bid Meeting Agenda

00 30 00 GENERAL STATEMENTS FOR AVAILABLE INFORMATION

NOT USED ☒

- A. Summary:** This Section is not a Bidding Document, but directs Bidders to **Division 50 00 00 Project-Specific Available Information** that provides project-specific information available for review by Bidders.
- B. Bidder Responsibility:** The Bidder is responsible for information, including but not limited to, any interpretations and opinions of information contained in any plans, reports, evaluations, and logs, or shown on any drawings, or indicated on any drawings. **Division 50 00 00 Project-Specific Available Information** is provided to Bidders for their use in the preparation of a Bid.
- C. Measurement:** **Division 50 00 00 Project-Specific Available Information** shall be utilized for determination of payment for the Work during construction of the project.
- D. Payment:** No separate payment will be made for any Work under **Division 50 00 00 Project-Specific Available Information**.
- E. Related Sections:** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section. **See Division 50 00 00 Project-Specific Available Information** for information that is available for this Project.
- F.** Please read the following **General Statement(s)** that describe the type of project-specific information that is available in **Division 50 00 00 Project-Specific Available Information**:

00 30 00	General Statements For Available Information Table Of Contents	Not Used
00 30 10	General Statement for Existing Conditions Information	<input checked="" type="checkbox"/>
00 30 20	General Statement for Environmental Assessment Information	<input checked="" type="checkbox"/>
00 30 30	General Statement for Hazardous Building Materials Inspection and Inventory	<input checked="" type="checkbox"/>
00 30 40	General Statement for Subsurface Geotechnical Report	<input checked="" type="checkbox"/>
00 30 50	General Statement for Elevator Agreement	<input checked="" type="checkbox"/>
00 30 60	General Statement for FM Global Checklist for Roofing Systems	<input checked="" type="checkbox"/>
00 30 70	General Statement for "Statement of Special Inspections"	<input checked="" type="checkbox"/>
00 30 80	General Statement for Other Information	<input checked="" type="checkbox"/>

End of Section 00 30 00
General Statements for Available Information

Certificate (of Authority)	
Awarding Authority Project No.:	
<p>I <input style="width: 300px;" type="text" value="Click or tap here to enter text."/> (Signer's Name)¹, <input style="width: 300px;" type="text" value="Click or tap here to enter text."/> (Signer's Title)</p> <p>of <input style="width: 250px;" type="text" value="Click or tap here to enter text."/> (Name of Entity), an entity lawfully organized and existing under the laws</p> <p>of <input style="width: 250px;" type="text" value="Click or tap here to enter text."/> (Name of State or Commonwealth), do hereby certify that the following is a true and correct</p> <p>copy of a resolution adopted on the <input style="width: 80px;" type="text" value="Enter text."/> day of <input style="width: 80px;" type="text" value="Enter text."/> , 20 <input style="width: 80px;" type="text" value="Enter text."/> by the governing body of</p> <p style="text-align: center; font-size: small;">(Day)² (Month)² (Year)²</p> <p><input style="width: 300px;" type="text" value="Click or tap here to enter text."/> (Name Of Entity), in accordance with all of its documents of governance and</p> <p>management and the laws of <input style="width: 250px;" type="text" value="Click or tap here to enter text."/> (Name of State or Commonwealth) and further certify that such resolution has not</p> <p>been modified, rescinded or revoked, and is at present in full force and effect.</p> <p>RESOLVED: that <input style="width: 250px;" type="text" value="Click or tap here to enter text."/> (Name of Signer of Contract Documents)³, <input style="width: 250px;" type="text" value="Click or tap here to enter text."/> (Title of Signer of Contract Documents)³</p> <p>of <input style="width: 250px;" type="text" value="Click or tap here to enter text."/> (Name of Entity) is empowered and authorized, on behalf of the entity,</p> <p>to execute and deliver contracts and amendments thereto, and all documents required by the Governor, the Connecticut Department of Administrative Services, the Connecticut State Properties Review Board and the Office of the Attorney General associated with such contracts and amendments.</p> <p>IN WITNESS WHEREOF, the undersigned has executed this certificate this <input style="width: 80px;" type="text" value="Enter text."/> day of <input style="width: 80px;" type="text" value="Enter text."/> , 20 <input style="width: 80px;" type="text" value="Enter text."/> .</p> <p style="text-align: center; font-size: small;">(Day)⁴ (Month)⁴ (Year)⁴</p> <p><input style="width: 350px;" type="text"/> (Signature)</p> <p><input style="width: 350px;" type="text" value="Click or tap here to enter text."/> (Print Name)</p> <p><input style="width: 350px;" type="text" value="Click or tap here to enter text."/> (Title)</p>	

Reference Notes:

- 1** The signer of this certificate must be someone *other than* the signer of the contract documents *except for* a sole managing member of an LLC or the sole officer or sole principal of a corporation. *If* the signer is a sole managing member of an LLC, *then* along with this certificate the signer must provide a letter on company letterhead that indicates the signer is a sole member and managing member. If the signer is the sole officer or sole principal of a corporation, then the signer must provide with the certificate a letter on company letterhead setting forth this fact.
- 2** This date must be on or before the **date of signing** of the Bid Proposal (or Contract).
- 3** This person shall sign the Contract and other required documents.
- 4** This date must be on or after the **date of signing** of the Bid Proposal (or Contract).

The **Certificate** states that the organization has authorized the signatory to sign the **pertinent documents other than the Certificate (of Authority)** and that, as of the date of **execution** of the **Certificate** (i.e., the date set forth in the "In Witness Whereof" blanks), there has been no change in that authorization.

Instructions for the Certificate (of Authority) to Accompany the Bid Proposal Form:

All Bidders: Upload a completed, signed PDF of the Certificate (of Authority) to CTsource.

1. 1st Paragraph:

- 1.1 First, enter the name and title of the individual signing the Certificate (of Authority).
- 1.2 Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
- 1.3 Third, enter the name of the state or commonwealth the entity is registered in.
- 1.4 Fourth, enter the date the resolution was adopted by the governing body. This **date** is **on** or **before** the date the **Bid Proposal** is signed.
- 1.5 Fifth, enter the name of the state or commonwealth the entity is registered in.

2. 2nd Paragraph:

- 2.1 First, enter the name and title of the individual signing bid documents for the entity.
- 2.2 Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).

3. Last Paragraph:

- 3.1 Enter the **Witness Date**¹. This date will likely be the date of execution of the **Bid Proposal** form.

¹ **This Witness Date Should Not Be Before The Date Of Execution Of The Bid Proposal.**

Instructions for the Certificate (of Authority) to Accompany the Contract:

1. 1st Paragraph:

- 1.1 First, enter the name and title of the individual signing the Certificate (of Authority).
- 1.2 Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).
- 1.3 Third, enter the name of the state or commonwealth the entity is registered in.
- 1.4 Fourth, enter the date the resolution was adopted by the governing body. This **date** is **on** or **before** the date the **Contract** is signed.
- 1.5 Fifth, enter the name of the state or commonwealth the entity is registered in.

2. 2nd Paragraph:

- 2.1 First, enter the name and title of the individual signing contract documents for the entity.
- 2.2 Second, enter the legal name of the entity (exactly as it is shown on the Secretary of State registry).

3. Last Paragraph:

- 3.1 Enter the **Witness Date**¹. This date will likely be the date of execution of the **Contract**.

¹ **This Witness Date Should Not Be Before The Date Of Execution Of The Contract.**

**End of Section 00 40 14
Certificate (of Authority)**

**State of Connecticut
Department of Administrative Services (DAS)
Contractor Prequalification Certificate Requirements
for Bids Greater Than \$1,000,000**

1.0 DAS Contractor Prequalification Certificate	
1.1 Requirements:	
1.1.1	<p>All Bidders submitting bids GREATER than \$1,000,000 must be currently “prequalified” by the Connecticut Department of Administrative Services (DAS) in the Class of Work for <i>this Project</i> and must upload a copy of their Firm’s current (not expired) DAS Prequalification Certificate to the solicitation on CTsource with their other Bid Documents <i>prior</i> to the date and time of the Bid Opening.</p> <ul style="list-style-type: none"> NOTE: The specific, required, Class of Work for this Project can be found on page 1 of the Invitation to Bid under “Required DAS Prequalification Classification for Bidders”. <p>The DAS Prequalification Certificate must be issued by the DAS Construction Contractor Prequalification Program and must be current (not expired) at the time of the Bid Opening.</p> <p>No person may bid on a Contract or perform Work pursuant to a Contract that is subject to the provisions of Connecticut General Statutes Section (C.G.S. §) 4b-91(a) unless the person is prequalified in accordance with C.G.S § 4a-100.</p> <p>Failure to submit the DAS Prequalification Certificate <i>prior</i> to the date and time of the Bid Opening or within two (2) business days after the opening of bids shall cause the bid to be rejected and shall not be considered a minor irregularity under C.G.S. § 4b-95.</p>
1.2 Instructions:	
1.2.1	<p>To find your DAS Prequalification Certificate, go to CT Gateway and click on “Prequalified Businesses”:</p> <p>https://ct-gateway.formverse5.com/AUTOCENESERVER/WebApp/Login.aspx</p>
1.2.2	<p>Upload your DAS Prequalification Certificate to the solicitation on CTsource with your other Bid Documents <i>prior</i> to the date and time of the Bid Opening.</p>
1.2.3	<p>If you have any questions regarding your certificate (or how to become prequalified), visit the DAS Construction Contractor Prequalification Program webpage:</p> <p>https://portal.ct.gov/das/procurement-programs-and-services/contractor--prequalification</p> <p>or call the DAS/Construction Contractor Prequalification Program at 860-713-5280.</p> <p>You can also send an email to DAS.Prequalification@ct.gov.</p>

**End of Section 00 40 15
DAS Contractor Prequalification Certificate Requirements**

**State of Connecticut
Department of Administrative Services (DAS)
Update Statement Requirements
for Bids Greater Than \$1,000,000**

1.0 DAS Update Statement	
1.1	Requirements:
1.1.1	<p>All Bidders submitting bids GREATER than \$1,000,000 must upload a copy of their Firm's current Connecticut Department of Administrative Services (DAS) Update Statement to the solicitation on CTsource with their other Bid Documents <i>prior</i> to the date and time of the Bid Opening.</p> <p>Failure to submit the DAS Update Statement <i>prior</i> to the date and time of the Bid Opening or within two (2) business days after the opening of bids shall cause the bid to be rejected and shall not be considered a minor irregularity under Connecticut General Statutes Section (C.G.S. §) 4b-95.</p> <p>The DAS Update Statement includes information on your company and job being bid. It also indicates your company's remaining Aggregate Work Capacity (AWC). The remaining AWC is calculated by deducting the amount of ongoing bonded work from your total bonded Aggregate Work Capacity.</p>
1.2	Instructions:
1.2.1	<p>To create your DAS Update Statement, log in to CT Gateway and follow the instructions for creating your DAS Update Statement:</p> <p>https://ct-gateway.formverse5.com/AUTOCENESERVER/WebApp/Login.aspx</p>
1.2.2	<p>Upload your DAS Update Statement to the solicitation on CTsource with your other Bid Documents <i>prior</i> to the date and time of the Bid Opening.</p>
1.2.3	<p>If you have any questions regarding your statement (or how to become prequalified), visit the DAS Construction Contractor Prequalification Program webpage:</p> <p>https://portal.ct.gov/das/procurement-programs-and-services/contractor--prequalification</p> <p>or call the DAS Construction Contractor Prequalification Program at 860-713-5280.</p> <p>You can also send an email to DAS.Prequalification@ct.gov.</p>

**End of Section 00 40 16
DAS Update Statement Requirements**

BID PROPOSAL FORM	
Awarding Authority: State of Connecticut Military Department 360 Broad Street, Hartford, CT 06105	
Required DAS Prequalification Classification for Bidders:	Bidders must be Prequalified by DAS for General Building Construction (Group B) if their bid is greater than one million dollars (\$1,000,000.00).
BID OPENING DATE & TIME:	See page 1 of Section 00 11 16 Invitation To Bid.

Bidder Information:	
Proposal Of:	<input style="width: 90%;" type="text"/> <small>(Complete Bidder's Legal Company Name As Registered With the CT Secretary of State)</small>
Firm Address:	<input style="width: 25%;" type="text"/> , <input style="width: 25%;" type="text"/> , <input style="width: 15%;" type="text"/> <input style="width: 15%;" type="text"/> <small>(Avenue / Street) (Town / City) (State) (Zip Code)</small>
Contact Person:	<input style="width: 45%;" type="text"/> <input style="width: 45%;" type="text"/> <small>(Name) (Title)</small>
Contact Information:	<input style="width: 20%;" type="text"/> <input style="width: 20%;" type="text"/> <input style="width: 60%;" type="text"/> <small>(Phone Number) (Fax Number) (Email Address)</small>
Threshold Project:	Major Contractor Registration License No.: <input style="width: 200px;" type="text"/> <small>All Bidders for Projects that exceed Threshold Limits (see below): Insert your Firm's Major Contractor Registration License Number in the space provided above. If this Project does NOT exceed Threshold Limits, insert "Not Applicable" in the space provided above.</small>

1.0 General Bid Proposal Information: (recent updates are in yellow highlight)	
Project Title:	Camp Hartell CSMS Compressor Replacement
Project Location:	Windsor Locks, CT
Project Number:	25MIL23702
Prevailing Wages:	This is a Prevailing Wages Project
Project Labor Agreement:	This Project is NOT subject to a Project Labor Agreement.
Federal Financial Assistance:	This Project INCLUDES Federal Financial Assistance.
BABA Applicability:	"Build America, Buy America Act" (BABA) requirements DO apply to this Project.
Threshold Limits:(C.G.S. §29-276b)	This Project DOES NOT exceed Threshold Limits.
SBE / MBE Subcontractor Participation Goals:	SBE Subcontractors &/or Suppliers: 25%; MBE Subcontractors &/or Suppliers: 6.25%
Pre-Bid Meeting:	See Sections 00 11 16 Invitation to Bid and 00 25 13 Pre-Bid Meeting .
Plans and Specifications by A/E:	Kohler Ronan

Bid Proposal Form Instructions:

- **Duly Authorized Signature:** A duly authorized representative of the Bidder or Bidder's partnership, firm, corporation or business organization must sign the **Bid Proposal Form**.
Any Bid Proposal Form that is submitted *without* the signature of the bidder or its authorized representative, **will be rejected (unless** the bid is signed by the duly authorized representative within two (2) business days after the opening of bids, without alteration or revision to the submitted Bid Proposal Form).
- A signed and scanned **Certificate (of Authority)**, **Section 00 40 14**, **must** be uploaded to CTsource **prior** to the date and time of the Bid Opening.
- **Remote Electronic Notarization:** In accordance with Connecticut General Statutes (C.G.S.) Section (§) 3-95b, Bidders **are permitted** to use Remote Electronic Notarization to perform notarial acts that are required under Connecticut law and the Procurement Documents of the Awarding Authority.
- **No Facsimile Signature** is permitted. **All information in this Proposal** is to be filled in by the **Bidder**.
- *If* an Addendum is issued that **changes** the **Bid Proposal Form**, *then* the **Revised Bid Proposal Form** (issued with the Addendum) **must** be uploaded instead. If you have previously responded to the bid, select "Retract & Edit Response". You must Accept the Addendum, attach applicable documents, and re-submit your bid.
- *Any Bid Proposal Form* that has omitted or added items, altered the form, or contains conditional, alternative, or obscure bids **will be rejected**.
- See **Section 00 21 13 Instructions to Bidders** for additional information. See **Section 00 41 10 Bid Package Submittal Requirements** for a checklist of Bid Documents that must be uploaded to CTsource **prior** to the date and time of the Bid Opening. Upload the Bid Documents as separate PDF documents (not as one PDF).
- **Attachment 1: Campaign Contribution Certification:** All Bidders must read, complete, sign, notarize, and upload Attachment 1 with the Bid Proposal Form.
- **Attachment 2: Additional Information Questions:** In accordance with C.G.S. § 4b-91a, any bid of a **Contractor** on a contract to perform work with a value of **more than \$500,000 but less than \$1,000,000** in response to an Invitation to Bid issued by the Commissioner of Administrative Services, shall answer the **Additional Information Questions** in Attachment 2 of this Bid Proposal Form.

Pursuant to C.G.S. § 4b-91a, **any failure to disclose any of the information** required in Attachment 2 **shall disqualify a Contractor** from any associated bid on a contract and *shall not* be considered a minor irregularity under C.G.S. § 4b-95.
- **Attachment 3: Named Subcontractor DAS Prequalification Certificates and Update Statements:** For projects with Named Subcontractors, all Bidders shall upload DAS Prequalification Certificates and Update Statements from each **Named Subcontractor** listed in **Table 2.7** of this Bid Proposal Form if the subcontract is proposed to be **greater than \$1,000,000**, and if the Class of Work is **Electrical, HVAC, Masonry, Plumbing**, or other DAS Prequalification Class of Work that the Awarding Authority deems necessary (including the Bidder, if the Bidder intends to self-perform).
- **Attachment 4: Build America, Buy America Act (BABA) Acknowledgement:** For projects subject to BABA, all Bidders must read, comply with, sign, and upload Attachment 4 with the Bid Proposal Form. For projects subject to BABA, if a specific manufacture is used in the bidding, a statement that the manufacturer will comply with BABA must be included with the submitted bid documents.
- **Attachment 5: Named Subcontractor Signed Statement:** For projects with **Named Subcontractors**, all Bidders shall upload a **signed statement from each Named Subcontractor listed in Table 2.7** of this Bid Proposal Form, stating that the Named Subcontractor has communicated directly with the Bidder about the work to be performed on such contract. Bidders may use **Section 00 45 20 Named Subcontractor Signature Page** to obtain such signed statements. See the solicitation on CTsource for a template.
- **Attachments 1, 2, 3, 4 and 5** of this Bid Proposal Form **must** be correctly completed (as applicable) and **remain attached to** the Bid Proposal Form. Failure to correctly complete and submit Attachments 1, 2, 3, 4, and 5 with the Bid Proposal Form (and all applicable documents) **or** within two (2) business days after the opening of bids, without alteration or revision to the submitted Bid Proposal Form, **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under **C.G.S. § 4b-95**.

1.0 General Bid Proposal Information (continued):

1.1 Commencement and Acceptance: (See Section 00 73 13 General Conditions, Article 4 - Commencement and Progress of Work and Article 1 - Definitions)

The Selected Bidder shall commence Work within **fourteen (14) Calendar Days** after receiving a “**Construction Start Date and Notice to Proceed**” by the Commissioner or authorized representative and continue for

200
90

Calendar Days for “**Substantial Completion**” of the project; and then continue

90

Calendar Days for “**Acceptance**” of the Work.

1.2 Liquidated Damages: (See Section 00 73 13 General Conditions, Article 8 – Damages & Article 1 - Definitions)

1.2.1 Liquidated Damages – Substantial Completion:

The Selected Bidder shall be assessed \$

839.00

 per **Calendar Day** beyond the date established for Substantial Completion of the Contract according to the **Contract Time** as defined in **Article 1.28 of Section 00 73 13 General Conditions**, and not otherwise excused or waived pursuant to the Contract Documents, as defined in **Article 1.23 of Section 00 73 13 General Conditions**.

1.2.2 Liquidated Damages – Acceptance:

The Selected Bidder shall be assessed \$

839.00

 per **Calendar Day** beyond ninety (90) days after the date of said Substantial Completion that the Selected Bidder fails to achieve **Acceptance**, as defined in **Article 1.1 of Section 00 73 13 General Conditions**, and not otherwise excused or waived as described above.

1.3 Bid Proposal Statements and Conditions: This Bid Proposal Form shall be submitted according to, and in compliance with, the foregoing and following statements, conditions, and/or information:

1.3.1 This Bid Proposal Form is submitted in accordance with Chapter 60 Construction And Alterations Of State Buildings, Part II Bidding And Contracts of the C.G.S., as amended, particularly C.G.S. § 4b-91(a), and pursuant to, and in compliance with, the **Invitation to Bid** (Section 00 11 16), the **Instructions to Bidders** (Section 00 21 13), the **Bid Package Submittal Requirements** (Section 00 41 10), and the **Contract** (Section 00 52 03).

1.3.2 The Bidder proposes to furnish the labor and/or materials, installed as required for the Project named and numbered on this **Bid Proposal Form**, submitted herein, furnishing all necessary 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 the **Contract** including, but not limited to, the specifications and/or drawings together with all **Addenda** issued by the Awarding Authority and received by the Bidder, prior to the scheduled **Date and Time of the Bid Opening** as stated on **page 1** of the **Invitation To Bid**, 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 **Bid Proposal Form**, hereof.

1.3.3 The Bidder acknowledges that the **Proposed Lump Sum Base Bid** submitted on this **Bid Proposal Form** in **Subsection 2.1.1** includes all work indicated on the drawings and/or described in the specifications, including the **Allowances** and **Base Bid Quantities** described in **Section 01 20 00 Contract Considerations**, and **does not** include the **Supplemental Bids** submitted on the **Bid Proposal Form** in **Subsection 2.1.2** and described in **Section 01 23 13 Supplemental Bids**.

1.3.4 The Bidder acknowledges and agrees to furnish all labor and materials required for this **Project**, in accordance with the accompanying **Plans and Specifications** prepared by the **Architect/Engineer** listed on **page 1** of this Bid Proposal Form, for the **Contract Sum** specified in the **Proposed Lump Sum Base Bid** in **Subsection 2.1.1** of this Bid Proposal Form, subject to **additions** and **deductions** according to the terms of the specifications, and including the number of **Addenda** stated in **Subsection 2.1.3** of this Bid Proposal Form.

1.4 Award:

1.4.1 All Bid Proposals shall be subject to the provisions of **Section 00 21 13 Instructions to Bidders** and for purpose of award, consideration shall be given only to Bid Proposals submitted by qualified and responsible Bidders.

1.4.2 The award shall be made on the **lowest Lump Sum Bid** as stated in **Subsection 2.1.1** of this **Bid Proposal Form** and any or all **Supplemental Bid(s)** as stated in **Subsection 2.1.2** of this **Bid Proposal Form**, taken sequentially, as applicable, provided funds are available.

1.4.3 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.

2.0 Bid Package Requirements:

2.1 Proposed Lump Sum Base Bid, Supplemental Bids, and Addenda:

2.1.1 PROPOSED LUMP SUM BASE BID:

2.1.1.1 All Bidders: Insert the **Proposed Lump Sum Base Bid** in the spaces provided below.

2.1.1.2 The **Proposed Lump Sum Base Bid** shall be shown in **both numerical figures** and **"printed words" dollar amount**. In the event of any discrepancy the **"printed" words dollar amount** shall govern.

2.1.1.3 The **Proposed Lump Sum Base Bid** shall include all work indicated on the drawings, all work described in the specifications, all **Allowances**, and all **Base Bid Quantities** (including all **Defined Unit Prices** for **additions** and **deductions**) for items including, but not limited to, Earth and Rock Excavation, Miscellaneous Items, Alterations Items, Environmental Remediation, and/or Hazardous Building Materials Abatement. **IMPORTANT: All Bidders must review Section 01 20 00 Contract Considerations for all Base Bid Quantities and Defined Unit Prices.**

2.1.1.4 The **Proposed Lump Sum Base Bid** shall not include **Supplemental Bids**.

2.1.1.5 The **Proposed Lump Sum Base Bid** is:

\$		
	(Place <u>Numerical Figures</u> in the Box Above)	
		Dollars
	(Insert <u>"Printed Words"</u> Dollar Amount in the Box Above)	

2.1.2 SUPPLEMENTAL BIDS:

2.1.2.1 All Bidders: If **Supplemental Bids** are applicable to this Project, insert the **Supplemental Bids** in the spaces provided below. See **Section 01 23 13 Supplemental Bids** in Division 01 General Requirements for information regarding Supplemental Bids.

2.1.2.2 Any **Supplemental Bids** listed below, if accepted by the Owner, will be taken cumulatively and in numerical order as scheduled. No Supplemental Bid will be skipped or taken out of numerical order as scheduled.

Supplemental Bid No. 1: NOT APPLICABLE

ADD:	\$				Dollars
		(Insert Numerical Figures)		(Insert "Printed Words" Dollar Amount)	

Supplemental Bid No. 2: NOT APPLICABLE

ADD:	\$				Dollars
		(Insert Numerical Figures)		(Insert "Printed Words" Dollar Amount)	

Supplemental Bid No. 3: NOT APPLICABLE

ADD:	\$				Dollars
		(Insert Numerical Figures)		(Insert "Printed Words" Dollar Amount)	

Supplemental Bid No. 4: NOT APPLICABLE

ADD:	\$				Dollars
		(Insert Numerical Figures)		(Insert "Printed Words" Dollar Amount)	

2.1.3 NUMBER OF ADDENDA:

2.1.3.1 All Bidders: Insert the **Number of Addenda** issued by the Awarding Authority in the space provided below.

2.1.3.2 Failure to acknowledge the **correct number** of all **Addenda** in **the box below** in this **Bid Proposal Form** **may** cause **rejection** of the bid.

2.1.3.3 The Bidder acknowledges that their **Proposed Lump Sum Base Bid Proposal** **includes:**

	Number of Addenda. If none, enter "0".
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2.0 Bid Package Requirements (continued):	
2.2	Section 00 40 14 Certificate (of Authority):
2.2.1	<p>All Bidders for bids in excess of \$50,000:</p> <ul style="list-style-type: none">• Download Section 00 40 14 Certificate (of Authority) from CTsource for the template and instructions.• Complete, sign, and upload Section 00 40 14 Certificate (of Authority) to CTsource prior to the date and time of the Bid Opening.
2.3	Section 00 43 16 Standard Bid Bond:
2.3.1	<p>All Bidders for bids in excess of \$50,000:</p> <ul style="list-style-type: none">• Download Section 00 43 16 Standard Bid Bond from CTsource for the template and instructions.• Complete, sign, notarize, and upload Section 00 43 16 Standard Bid Bond (and the associated Surety Power of Attorney) to CTsource prior to the date and time of the Bid Opening.• Failure of a Bidder to provide the Bid Bond or Certified Check prior to the date and time of the Bid Opening in the form required by the Awarding Authority shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. 4b-95.
2.4	Section 00 45 14 General Contractor Bidder's Qualification Statement:
2.4.1	<p>All Bidders:</p> <ul style="list-style-type: none">• Download Section 00 45 14 General Contractor Bidder's Qualification Statement from CTsource for the template and instructions.• Complete, sign, notarize, and upload Section 00 45 14 General Contractor Bidder's Qualification Statement to CTsource prior to the date and time of the Bid Opening.• INCLUDE REQUIRED ATTACHMENTS.• Information with regards to the General Contractor's Bidder's Qualification Statement is submitted and is made part of this Bid Proposal Form.• Failure of a Bidder to properly complete, answer any question, provide required information, INCLUDE ATTACHMENTS, sign, notarize, and upload this form to CTsource prior to the date and time of the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. §§ 4b-92 and 4b-95.
2.5	Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders:
2.5.1	<ul style="list-style-type: none">• All Bidders shall comply with Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders.• Note: Individual Specification Sections may contain General Contractor and/or Subcontractor Qualification requirements that exceed those in Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders.

2.0 Bid Package Requirements (continued):	
2.6	DAS Prequalification Requirements for Contracts and Subcontracts exceeding \$1,000,000:
2.6.1	Bidder's Prequalification Requirements:
2.6.1.1	Pursuant to C.G.S. §§ 4a-100 and 4b-91(a)(2), as amended , except as provided in C.G.S. § 4b-91(a)(3), every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state that is estimated to cost more than One Million Dollars (\$1,000,000) shall be awarded to the lowest responsible and qualified general bidder who is prequalified pursuant to C.G.S. § 4a-100 on the basis of competitive bids in accordance with the procedures set forth in Chapter 60 of the Connecticut General Statutes, after the Awarding Authority has invited such bids by posting notice on CTsource (the State Contracting Portal).
2.6.1.2	<p>All Bidders submitting bids exceeding \$1,000,000 must upload to the solicitation on CTsource a current copy (not expired) of their Firm's "DAS Prequalification Certificate" and "DAS Update Statement" for the applicable Class of Work on page 1 of this Bid Proposal Form prior to the date and time of the Bid Opening.</p> <p>See "Required DAS Prequalification Classification for Bidders" on page 1 of this Bid Proposal Form.</p> <p>.1 See Section 00 40 15 DAS Contractor Prequalification Certification Requirements and Section 00 40 16 DAS Update Statement Requirements for instructions on downloading your Firm's "DAS Prequalification Certificate" and "DAS Update Statement".</p> <p>.2 Failure of a Bidder to properly <u>complete</u>, <u>sign</u> and <u>upload</u> their Firm's "DAS Prequalification Certificate" and "DAS Update Statement" to the solicitation on CTsource prior to the date and time of the Bid Opening or to submit to the Awarding Authority within two (2) business days after the opening of bids shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. §§ 4b-91(d) and 4b-95.</p>
2.6.2	Subcontractor's Prequalification Requirements:
2.6.2.1	<p>Pursuant to C.G.S. §§ 4a-100 and 4b-91(j), as amended, no person whose Subcontract exceeds One Million Dollars (\$1,000,000) in value may perform work as a Subcontractor on a project for the construction, reconstruction, alteration, remodeling repair or demolition of any public building or any other public work by the state or a municipality, which project is estimated to cost more than \$1,000,000 and is paid for, in whole or in part, with state funds, <i>unless, at the time of bid submission</i>, the person is prequalified in accordance with C.G.S. §§ 4a-100 and C.G.S. §4b-91(j) as amended.</p> <p>"Prequalified" includes the Substantial Subcontractor's prequalification classifications, aggregate work capacity ratings and single project limits.</p> <p>Failure to comply with this requirement shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.</p> <p>.1 A Subcontractor whose Subcontract exceeds \$1,000,000 is known as a "Substantial Subcontractor", as defined in C.G.S. §4a-100(a)(7), as amended:</p> <p style="padding-left: 40px;">"Substantial Subcontractor" means a person who performs Work with a value in excess of \$1,000,000 for a Contractor pursuant to a Contract for work for the state or a municipality which is estimated to cost more than \$1,000,000.</p>
2.6.2.2	<p>See Subsection 2.7.2 below for Named Subcontractor requirements for Subcontracts exceeding \$1,000,000.</p> <p>These requirements also apply to the Bidder if the Bidder is self-performing as a Named Subcontractor.</p>
2.6.2.3	See Subsection 2.8.3 below for SBE/MBE Subcontractor requirements for Subcontracts exceeding \$1,000,000 .

2.0 Bid Package Requirements (continued):

2.7 Named Subcontractor Requirements:

Attachment 5: Named Subcontractor Signed Statement:

1. In accordance with C.G.S. §§ 4a-60g(d) and 4b-95(b)(3), as amended by Public Act 25-168 and effective October 1, 2025, the Bidder shall obtain a **signed statement from each Named Subcontractor listed in Table 2.7 of this Bid Proposal Form**, stating that the Named Subcontractor has communicated directly with the Bidder about the work to be performed on such contract. The Bidder may use Section 00 45 20 Named Subcontractor Signature Page to obtain such signed statements. See the solicitation on CTsource for a template.

2. The Bidder must **upload all signed statements** to the solicitation on CTsource **prior** to the date and time of the Bid Opening.

3. **Failure** of a Bidder to upload signed statements from each Named Subcontractor listed in Table 2.7 of this Bid Proposal Form to the solicitation on CTsource **prior** to the date and time of the Bid Opening **or** to submit to the Awarding Authority within two (2) business days after the opening of bids **shall cause rejection** of the bid and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

2.7.1 Named Subcontractor Requirements for Classes of Work Exceeding One Hundred Thousand Dollars (\$100,000):

2.7.1.1 Named Subcontractors Requirements:

.1 In accordance with **C.G.S. 4b-93**, each of the following **Classes of Work** that is set forth in a separate section of the specifications and designated in **Table 2.7** of this **Bid Proposal Form**, shall be a subtrade and shall be the matter of a **subcontract** if, in the estimate of the Awarding Authority, the Class of Work will exceed **one hundred thousand dollars (\$100,000)**:

(1) Masonry work; (2) electrical work; (3) plumbing; (4) heating, ventilating and air conditioning (HVAC) work, and (5) other Class(es) of Work for which the Awarding Authority deems it necessary or convenient.

NOTE: Failure to properly provide **all** of the **required information** in **Table 2.7** (and **Attachments 3 and 5**) may cause **rejection** of the bid.

.2 For each **Class of Work** checked in **Table 2.7**, the Awarding Authority has estimated that the Class of Work will exceed **One Hundred Thousand Dollars (\$100,000)**.

.3 For each **Class of Work** checked in **Table 2.7**, the Bidder shall complete **Table 2.7** by inserting the name(s) of each **Subcontractor**, including circumstances where the Subcontractor is a Small Business Enterprise (SBE) or a Minority Business Enterprise (MBE), with the **Proposed Dollar Value of their Subcontract**; this is known as the **"Named Subcontractor"**.

.4 If a **Bidder** intends to use **one or more Subcontractors** to perform **any portion** of the **Class of Work checked in Table 2.7 and the value of the subcontract is in excess of \$100,000**, then the Bidder shall provide the names of **all** Subcontractors for such Class of Work with the dollar amount of their proposed subcontracts in the **second** page of Table 2.7.

.5 **Post-bid**, in accordance with **C.G.S. § 4b-95(c)**, the General Contractor **cannot substitute** a Subcontractor for one named in the Bid Proposal Form except for "Good Cause", as determined by the Awarding Authority.

2.7.1.2 Self-Performing Bidder Requirements:

.1 In accordance with **C.G.S. § 4b-95(c)**, for each **Class of Work** checked in **Table 2.7**, if the Bidder does **not** name **itself or a Subcontractor** for a specified Class of Work, it shall be presumed that the Bidder intends to perform with its own employees **all work** in such specified Class of Work. The Bidder shall be **required** to perform with its **own employees all of the work** of the specified Class of Work.

.2 All Self-Performing Bidders shall complete **Table 2.7** for each specified **Class of Work they will self-perform** with the **Proposed Dollar Value of their Work**.

.3 In the event that the Bidder names a Subcontractor to perform **some, but not all**, of the separate section of the specifications for a particular Class of Work, then it will be presumed, in addition, that the Bidder intends to perform the **balance** of the Class of Work.

.4 Pursuant to **C.G.S. §§ 4b-92, 4b-95(c), and 4b-95a**, in the event the Bidder either lists itself or is presumed to perform with its own employees all work in a specified class, no such sub-bid by a Bidder shall be considered unless the Bidder can show to the satisfaction of the Awarding Authority, based on objective criteria established for such purpose, that it customarily performs such subtrade work and is **qualified** to do the character of work required by the applicable section of the specifications.

.5 **Post-bid**, in accordance with **C.G.S. § 4b-95**, the Self-Performing Bidder **cannot** bring in a Subcontractor for **any** designated subtrade work presumed to be performed by the Bidder's own forces, except for "Good Cause", as determined by the Awarding Authority. Subcontracting **any** portion of such specified Class of Work subsequently, will be considered a violation of **C.G.S. § 4b-95** and subject the Bidder to disqualification under **C.G.S. § 4b-95(e)**.

2.0 Bid Package Requirements (continued):

2.7 Named Subcontractor Requirements (continued):

2.7.2 Named Subcontractor Prequalification Requirements for Subcontracts Exceeding One Million Dollars (\$1,000,000):

Attachment 3: Named Subcontractor DAS Prequalification Certificates and Update Statements:

1. All Bidders shall upload current (not expired) “DAS Prequalification Certificates” and “DAS Update Statements” as required in **Attachment 3** of this **Bid Proposal Form** for each **Named Subcontractor** in Table 2.7 with a **Subcontract** that **exceeds \$1,000,000** (including the Bidder, if the Bidder will be Self-Performing the Named Subcontractor Work and the Work exceeds \$1,000,000). This information shall be considered as part of the **Bid Proposal Form**.

2. Failure of a Bidder to upload the **Named Subcontractor’s** (and Self-Performing Bidder’s, if applicable) “DAS Prequalification Certificates” and “DAS Update Statements” as required in **Attachment 3** of the **Bid Proposal Form** to the solicitation on CTsource **prior** to the date and time of the Bid Opening **or** to submit to the Awarding Authority within two (2) business days after the opening of bids **shall** cause **rejection** of the bid and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

2.7.2.1 Named Subcontractor Prequalification Requirements:

For each **Class of Work** checked in **Table 2.7** of this **Bid Proposal Form**, if the value of a Subcontract of a Named Subcontractor is in **excess of One Million Dollars (\$1,000,000)**, then the **Named Subcontractor must** be “prequalified” by DAS in the specified **Class of Work at the time of bid submission**, pursuant to C.G.S. §§ 4a-100 and 4b-91(j), as amended, to the extent the Class of Work for the Named Subcontractor is a Prequalification Classification.

2.7.2.2 Self-Performing Bidder Prequalification Requirements:

If a Class of Work is checked in Table 2.7 of this Bid Proposal Form and if the work to be performed by the Self-Performing Bidder is in **excess of One Million Dollars (\$1,000,000)**, then the **Self-Performing Bidder must** be “prequalified” by DAS in the **Class of Work** checked in **Table 2.7 at the time of bid submission**, pursuant to C.G.S. §§ 4b-91(d), 4b-92 and 4b-95(c), as amended, to the extent the Class of Work for the Named Subcontractor is a Prequalification Classification.

Table 2.7: Named Subcontractors and Classes of Work:

Electrical Work: Enter information in blue boxes below:

Complete Subcontractor Name:

Proposed Dollar Value of Subcontract: \$

HVAC Work: Enter information in blue boxes below:

Complete Subcontractor Name:

Proposed Dollar Value of Subcontract: \$

Masonry Work: NOT APPLICABLE

Complete Subcontractor Name:

Proposed Dollar Value of Subcontract: \$

Plumbing Work: Enter information in blue boxes below:

Complete Subcontractor Name:

Proposed Dollar Value of Subcontract: \$

Environmental Remediation: NOT APPLICABLE

Complete Subcontractor Name:

Proposed Dollar Value of Subcontract: \$

Hazardous Materials Abatement: Enter information in blue boxes below:

Complete Subcontractor Name:

Proposed Dollar Value of Subcontract: \$

2.0 Bid Package Requirements (continued):

**Table 2.7 (continued):
 ADDITIONAL Named Subcontractors:
 INSTRUCTIONS:**

Enter information for subcontract amounts **above** One Hundred Thousand Dollars (\$100,000) in the specified classes of work below. Make copies of this page if necessary.

**Electrical, HVAC, Masonry, Plumbing, Environmental Remediation, and/or Hazardous Materials Abatement:
 Additional Subcontract (above \$100,000):**

Complete Subcontractor Name:				
Check ONE box:	<input type="checkbox"/> Electrical	<input type="checkbox"/> HVAC	<input type="checkbox"/> Masonry	<input type="checkbox"/> Plumbing
	<input type="checkbox"/> Environmental Remediation		<input type="checkbox"/> Hazardous Materials Abatement	
Proposed Dollar Value of Subcontract:	\$			

**Electrical, HVAC, Masonry, Plumbing, Environmental Remediation, and/or Hazardous Materials Abatement:
 Additional Subcontract (above \$100,000):**

Complete Subcontractor Name:				
Check ONE box:	<input type="checkbox"/> Electrical	<input type="checkbox"/> HVAC	<input type="checkbox"/> Masonry	<input type="checkbox"/> Plumbing
	<input type="checkbox"/> Environmental Remediation		<input type="checkbox"/> Hazardous Materials Abatement	
Proposed Dollar Value of Subcontract:	\$			

**Electrical, HVAC, Masonry, Plumbing, Environmental Remediation, and/or Hazardous Materials Abatement:
 Additional Subcontract (above \$100,000):**

Complete Subcontractor Name:				
Check ONE box:	<input type="checkbox"/> Electrical	<input type="checkbox"/> HVAC	<input type="checkbox"/> Masonry	<input type="checkbox"/> Plumbing
	<input type="checkbox"/> Environmental Remediation		<input type="checkbox"/> Hazardous Materials Abatement	
Proposed Dollar Value of Subcontract:	\$			

**Electrical, HVAC, Masonry, Plumbing, Environmental Remediation, and/or Hazardous Materials Abatement:
 Additional Subcontract (above \$100,000):**

Complete Subcontractor Name:				
Check ONE box:	<input type="checkbox"/> Electrical	<input type="checkbox"/> HVAC	<input type="checkbox"/> Masonry	<input type="checkbox"/> Plumbing
	<input type="checkbox"/> Environmental Remediation		<input type="checkbox"/> Hazardous Materials Abatement	
Proposed Dollar Value of Subcontract:	\$			

**Electrical, HVAC, Masonry, Plumbing, Environmental Remediation, and/or Hazardous Materials Abatement:
 Additional Subcontract (above \$100,000):**

Complete Subcontractor Name:				
Check ONE box:	<input type="checkbox"/> Electrical	<input type="checkbox"/> HVAC	<input type="checkbox"/> Masonry	<input type="checkbox"/> Plumbing
	<input type="checkbox"/> Environmental Remediation		<input type="checkbox"/> Hazardous Materials Abatement	
Proposed Dollar Value of Subcontract:	\$			

2.0 Bid Package Requirements (continued):

2.8 SBE/MBE Requirements:

The Contractor who is selected to perform this State project must comply with C.G.S. §§ 4a-60, 4a-60g, and 46a-68b through 46a-68f, inclusive.

This contract requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract be awarded to subcontractors holding current certification from DAS under the provisions of C.G.S. § 4a-60g. (25% of the total state-funded value with DAS-certified Small Businesses and 6.25% of the total state-funded value with DAS-certified Minority-, Women-, and/or Disabled-owned Businesses.) The contractor must demonstrate good faith effort to meet the 25% goals (C.G.S. § 4a-60(b)).

2.8.1 SBE and MBE Subcontractor Participation **Goals** For All Projects:

2.8.1.1 All Bidders shall make good faith efforts to award not less than the percentage(s) stated on **page 1 of this Section 00 41 00 Bid Proposal Form** to Subcontractors who are currently DAS-certified **Small Business Enterprise (SBE) and/or Minority Business Enterprise (MBE)** contractors, in accordance with C.G.S. § 4a-60g.

- The MBE participation by Subcontractors **does** count as part of the SBE participation.
- For CHRO contract compliance requirements, see C.G.S. §§ 4a-60, 4a-60g, 46a-68b through 46a-68f, 46a-71(d), 46a-81i(d), as amended, and the Regulations of Connecticut State Agencies (R.C.S.A.) §§ 46a-68j-21 through 43.

IMPORTANT NOTE: **The SBE/MBE participation goals for Subcontractors apply** even if the Bidder is a DAS-certified SBE or MBE. The Bidder *cannot* count their status as an SBE or MBE towards the SBE or MBE participation goals for the Project.

2.8.1.2 SBE/MBE Subcontractor Participation Schedule:

The **Three (3) Apparent Lowest Bidders** will receive a “**Subcontractor Information Request**” (“**Request**”) from the Awarding Authority and must submit the following items within ten (10) calendar days after receiving the Request:

- a completed copy of **Section 00 73 27 SBE/MBE Subcontractor Schedule**, listing the DAS-certified **SBE/MBE Subcontractors** to be used on this project along with the **dollar amounts** to be paid to each;
- a copy of the current (*not expired*) “**DAS SBE/MBE Certificate**” for *each* Subcontracted SBE and/or MBE firm(s) listed in the “**SBE/MBE Subcontractor Schedule**”; and
- a copy of the current (*not expired*) “**DAS Prequalification Certificate**” and “**DAS Update Statement**” for *each* Subcontractor listed in the “**SBE/MBE Subcontractor Schedule**” whose Subcontract **exceeds \$1,000,000** and to the extent that their Class of Work is a DAS Prequalification Classification.

2.0 Bid Package Requirements (continued):

2.9 Insurance Coverages:

The General Contractor shall be required to purchase and maintain Insurance as set forth below and any other insurance required in Section 00 72 13 General Conditions (Article 35 Contractors Insurance) and Section 00 62 16 Certificates of Insurance. All insurances are to be placed with an insurance company licensed in the State of Connecticut and with a current AM Best rating of no less than A-, VII unless otherwise acceptable in writing by the Owner. Such insurance shall be written for not less than the following limits, or greater if required by law. **NOTE: Check the correct box(es). Delete this note by pressing the spacebar.**

2.9.1 Commercial General Liability Insurance:

<input checked="" type="checkbox"/>		The Bidder shall maintain Commercial General Liability (CGL) Insurance. Policy must be on the ISO CG 20 01 04 13 form or equivalent including coverage for Bodily Injury and Property Damage, Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards, when applicable to the Work to be performed). Products-Completed Operations insurance shall be maintained for the duration of the Project and shall be maintained for a minimum of three (3) years after certification by the Owner that all Work has been completed and accepted by the Owner in accordance with the Contract Documents. CGL coverage may include Special Hazards Insurance , as described below. The Contractual Liability insurance shall include coverage sufficient to meet the indemnification obligations in General Conditions Article 35. NOTE: All selected firms are required to provide an endorsement to the CGL insurance stating that the State of Connecticut, the Awarding Authority, and their respective officers, agents, and employees shall be named as an Additional Insured on a primary and noncontributory basis. Please be advised that a blanket endorsement may not be acceptable. Only the following ISO endorsements or their equivalents are acceptable: CG 20 10 04 13 when used with CG 20 38 04 13; CG 20 37 07 04 when used with CG 20 40 12 19.			
	●	Each Occurrence:	\$	1,000,000.00	
	●	General Aggregate (Per Project Location):	\$	2,000,000.00	

2.9.2 Special Hazards Insurance:

<input type="checkbox"/>		None is Required.			
<input type="checkbox"/>		The Bidder shall maintain Special Hazards Insurance, including coverage for Explosion, Collapse and Underground damage (X-C-U) .			
	●	Each Occurrence (minimum):	\$	1,000,000.00	

2.9.3 Owner's and Contractor's Protective Liability Insurance:

<input checked="" type="checkbox"/>		The Bidder shall maintain Owner's and Contractor's Protective Liability Insurance. This coverage shall be for and in the name of the State of Connecticut.			
	●	Bodily Injury or Death (Per Occurrence) Total:	\$	1,000,000.00	
	●	Property Damages Total (Aggregate):	\$	2,000,000.00	

2.9.4 Automobile Liability Insurance:

<input checked="" type="checkbox"/>		The Bidder shall maintain Automobile Liability Insurance for the operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract. Should the Bidder not own any automobiles, the automobile & liability requirement shall be amended to allow the Bidder to maintain only hired and non-owned liability coverage.			
	●	Combined Single Limit (Each Occurrence):	\$	1,000,000.00	

2.9.5 Umbrella Liability Insurance:

<input checked="" type="checkbox"/>		The Bidder shall maintain Umbrella Liability Insurance. The Bidder shall provide an endorsement to the Umbrella Liability policy stating that the State of Connecticut is an Additional Insured, and the Umbrella Liability policy shall provide continuous coverage to the underlying policies on a complete "Follow-Form" basis.						
		Contract Value:					Umbrella Limit	
	●	\$1.00	to	\$500,000.00	\$	1,000,000.00		
	●	\$500,000.01	to	\$1,000,000.00	\$	2,000,000.00		
	●	\$1,000,000.01	to	\$10,000,000	\$	5,000,000.00		
	●	\$10,000,000.01	to	\$30,000,000	\$	10,000,000.00		
	●	\$30,000,000.01	to	\$80,000,000	\$	15,000,000.00		
	●	\$80,000,000.01	to	\$150,000,000	\$	20,000,000.00		
	●	\$150,000,000.01	to	\$300,000,000	\$	25,000,000.00		

2.0 Bid Package Requirements (continued):

2.9 Insurance Coverages: *(continued)*

2.9.6 Workers Compensation and Employers' Liability Insurance:

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The Bidder **shall** maintain Workers Compensation and Employers' Liability Insurance. When Work is on or contiguous to navigable bodies of waterways and ways adjoining, the Contractor shall include the Federal Act endorsement for the U.S. Longshoremen's and Harbor Workers Act.

Part 1: Workers' Compensation:		Statutory Limits	
Part 2: Employers' Liability:			
●	Bodily Injury with Accident (Each Accident):	\$	100,000.00
●	Bodily Injury by Disease (Each Employee):	\$	100,000.00
●	Bodily Injury by Disease (Policy Limit):	\$	500,000.00

2.9.7 Builder's Risk Insurance:

<input type="checkbox"/>	None is Required.			
<input checked="" type="checkbox"/>	The Bidder shall maintain Builder's Risk Insurance providing coverage for the entire Work at the project site, portions of the Work located away from the site but intended for use at the site, and portions of the Work in transit. Coverage shall be written on an All-Risk, Replacement Cost, and completed Value Form basis in an amount at least equal to the projected completed value of the Work. Prior to the Owner's issuance of a Notice to Proceed, the Contractor shall provide coverage for the entire Work in an amount equal to the total contract amount and any additional modifications. The Owner and its officers, agents and employees shall be listed as Loss Payee subject to the prior review of the Owner, and not as an Additional Insured for these coverages. The Builder's Risk Insurance policy shall state it is for the benefit of and payable to the State of Connecticut. The Period of Coverage shall be the number of Calendar Days from Construction Start Date to Substantial Completion as stated in the Bid Proposal Form of the Project Manual, plus ninety (90) Calendar Days to Acceptance of the Work. The Contractor must obtain the permission of the Owner to adjust any of the requirements in this section. The Contractor shall provide Owner with certificates of insurance which show that Contractor is so insured, and Owner shall keep them on file. The insured's certificates of insurance shall include a statement as to the indemnification of Owner by the Contractor and the insurer of the Contractor. Such certificates shall be updated and provided to Owner on an annual basis.			
●	Builders Risk Insurance: Deductible of \$25,000	Contract Value Less Than or Equal to \$5 Million:		Contract Value Greater Than \$5 Million:
●	Policy Limit:	\$	Value of Project	\$ Value of Project
●	Limits for Windstorm, Rain, Fire, Collapse, Earth movement, Lightning, Hail, Arson, and Acts of Sabotage.	\$	Value of Project	\$ Value of Project
●	Limits for Soft Costs	\$	Value of Project	\$ 5,000,000.00
●	Limits for Flood	\$	Value of Project	\$ 10,000,000.00
●	Limits of Earthquake	\$	Value of Project	\$ 10,000,000.00
●	Toppling of Crane	\$	1,000,000.00	\$ 1,000,000.00
●	Theft or Destruction of Materials at Job Site	\$	500,000.00	\$ 500,000.00
●	Mold, Mildew, Fungus, Dry Rot, Wet Rot	\$	500,000.00	\$ 500,000.00
●	Loss of Use	\$	Value of Project	\$ 5,000,000.00
●	Landscaping	\$	100,000.00	\$ 100,000.00
●	Storage	\$	500,000.00	\$ 500,000.00
●	Business Interruption and Extra Expense	\$	Value of Project	\$ 5,000,000.00
●	Valuable Paper and Records	\$	100,000.00	\$ 100,000.00
●	Inland Marine/Transit	\$	500,000.00	\$ 500,000.00
●	Terrorism	\$	Value of Project	\$ Value of Project

2.9.8 Inland Marine/Transit Insurance (Transportation Insurance):

<input type="checkbox"/>	None is Required.			
<input type="checkbox"/>	With respect to property with values in excess of \$100,000 which is rigged, hauled or situated at the site pending installation, the Bidder shall maintain Inland Marine/Transit Insurance (Transportation Insurance) provided the coverage is not afforded by a Builder's Risk policy. The Inland Marine/Transit Insurance policy shall endorse the State of Connecticut as a Loss Payee and the policy shall state it is for the benefit of and payable to the State of Connecticut.			
●	Each Occurrence:	\$		100,000.00
●	Annual Aggregate:	\$		100,000.00

2.0 Bid Package Requirements (continued):

2.9 Insurance Coverages: *(continued)*

2.9.9	Contractor's Pollution Liability Insurance (including Errors and Omissions):		
<input type="checkbox"/>	None is Required.		
<input type="checkbox"/>	For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract. The policy shall also provide for complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties. The policy shall provide for protection against claims for third-party bodily injury, property damage, or environmental damage caused by pollution conditions including but not limited to asbestos containing material, lead and mold resulting from the activities for which the Contractor is legally liable.		
	● Each Occurrence:	\$	1,000,000.00
	● General Aggregate:	\$	2,000,000.00
2.9.10	Subcontractors:		
<input checked="" type="checkbox"/>	Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the State separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.		

2.10 Section 00 73 63 Connecticut Military Department Security Requirements:

2.10.1 MIL SECURITY REQUIREMENTS:

All Bidders attending a **Pre-Bid Meeting** at a **MIL Facility** are required to present a REAL ID compliant form of identification to enter DOD Installations per IAW the 2005 REAL ID Act, as of **May 7, 2025**. Visitors, to include those being escorted by military members, who fail to produce a REAL ID or a DHS-approved alternative found in the link below, may be denied installation access and admission to the Pre-Bid Meeting.

Read *Section 00 73 63 Connecticut Military Department (MIL) Security Requirements* in the project's specifications.

For more information on the REAL ID Act and how it may impact you, please refer to the Department of Homeland Security REAL ID webpage at the following link: <https://www.dhs.gov/real-id>

3.0 Bid Proposal Acknowledgements:

The Bidder *acknowledges and agrees* to the following:

3.1 To Properly Complete and Upload to CTsource Section 00 41 00 Bid Proposal Form (all pages, including Attachments 1, 2, 3, 4 and 5) and all other Bid Documents prior to the Date and Time of the Bid Opening:

- | | |
|--------------|--|
| 3.1.1 | The Bidder acknowledges and agrees to properly complete and electronically upload to CTsource all pages of the Bid Proposal Form (including Attachments 1, 2, 3, 4 and 5) , and all other Bid Documents as directed in this Section 00 41 00 Bid Proposal Form, Section 00 11 16 Invitation to Bid, Section 00 21 13 Instructions to Bidders, and Section 00 41 10 Bid Package Submittal Requirements . |
| 3.1.2 | The State may waive minor irregularities which it considers in the best interest of the State and, when applicable, are corrected by the Bidder within seven (7) Calendar Days after the date of the Bid Opening. Failure to properly <u>complete</u> , <u>sign</u> and <u>upload</u> any of the items marked with an asterisk (*) in Section 00 41 10 Bid Package Submittal Requirements shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95 . |
| 3.1.3 | If there are any delays in the receipt of other documents, then the Bid shall remain valid for the same additional number of days. For example, if the documents are submitted four (4) Calendar Days later; then the bid shall remain valid for ninety-four (94) Calendar Days. |
| 3.1.4 | Failure to submit the documents before the stated deadline may result in rejection of the bid at the sole discretion of the Awarding Authority. |

3.2 To Hold Bid Price:

The Bidder acknowledges and agrees to hold the **Proposed Lump Sum Base Bid** in **Subsection 2.1.1** of this Bid Proposal Form for **ninety (90) Calendar Days** after the date of the Bid Opening and any extensions caused by the Bidder's delays in required submissions. The Bidder and the State may mutually agree to extend this period. The agreement to extend the **ninety (90) Calendar Day** period may occur after the expiration of the original **ninety (90) Calendar Day** period.

3.0 Bid Proposal Acknowledgements (continued):

3.3 To Use and Accept Allowances:

When applicable to this Project, the Bidder **acknowledges and agrees** to accept and use the **Allowances** as shown in **Section 01 20 00 Contract Considerations** of Division 01 General Requirements as part of the **Proposed Lump Sum Base Bid** listed in **Subsection 2.1.1** of this Bid Proposal Form.

3.4 To Use and Accept the Following Defined Unit Prices and Supplemental Bids:

3.4.1 Defined Unit Prices:

When applicable to this Project, the Bidder **acknowledges and agrees** to accept and use the **Defined Unit Prices, Add Unit Prices, and Deduct Unit Prices** as shown in **Section 01 20 00 Contract Considerations** of Division 01 General Requirements in evaluating either additions to or deductions from the Work.

3.4.2 Supplemental Bid(s):

When applicable to this Project and if accepted by the Owner, the Bidder **acknowledges and agrees** to provide all labor, material and equipment to complete the Work in accordance with the **Supplemental Bid(s)** described in **Section 01 23 13 Supplemental Bids** of Division 01 General Requirements and provided by the Bidder in **Subsection 2.1.2** of this Bid Proposal Form.

3.5 To Use the Named Subcontractors Listed in Table 2.7 and To Include Attachments 3 & 5:

3.5.1 In accordance with C.G.S. §§ 4b-95(b)(3) and 4b-96, as amended, the Bidder **agrees** that each of the **Named Subcontractors** listed in **Table 2.7** of this Bid Proposal Form will be used for the **Class of Work** indicated, for the **Proposed Total Subcontract Value** dollar amount stated, **unless** a substitution is permitted by the Awarding Authority.

3.5.2 ATTACHMENT 3:

The Bidder agrees that for each of the **Named Subcontractor(s)** listed in **Table 2.7** with **Subcontracts greater than One Million Dollars (\$1,000,000)**, the Bidder shall upload to the solicitation on CTsource **DAS Prequalification Certificate(s)** and **DAS Update Statement(s)** for each such **Named Subcontractor** (including the Bidder, if the Bidder intends to self-perform). The Bidder acknowledges that each such **Named Subcontractors must** be “prequalified” by DAS in the **Class of Work** specified in **Table 2.7** of this **Bid Proposal Form** at the time of bid submission, pursuant to **C.G.S. §§ 4a-100 and 4b-91(j)**, as amended, to the extent the Class of Work for the Named Subcontractor is a Prequalification Classification.

3.5.3 ATTACHMENT 5:

In accordance with C.G.S. §§ 4a-60g(d) and 4b-95(b)(3), as amended by Public Act 25-168 and effective October 1, 2025, the Bidder agrees to **obtain and upload** to the solicitation on CTsource a **signed statement from each Named Subcontractor listed in Table 2.7 of this Bid Proposal Form**, stating that the Named Subcontractor has communicated directly with the Bidder about the work to be performed on such contract.

The Bidder may use **Section 00 45 20 Named Subcontractor Signature Page** to obtain such signed statements. See the solicitation on CTsource for a template.

3.6 To Make Good Faith Efforts to Employ MBEs:

In accordance with C.G.S. § 4b-95(b)(2), the Bidder agrees and warrants that the Bidder has made **good faith efforts** to employ **Minority Business Enterprises (MBEs)** as **Subcontractors** and **Suppliers** of materials under such Contract.

3.7 To Submit the Standard Bid Bond or Certified Check (if required):

The Bidder acknowledges and agrees to submit **Section 00 43 16 Standard Bid Bond** completed for either the **Standard Bid Bond** or **Certified Check prior** to the due date and time of the Bid Opening (if required). Download **Section 00 43 16 Standard Bid Bond** from the solicitation on CTsource for the template and instructions.

3.8 To Accept the Current Prevailing Wage Rate Schedule:

3.8.1 The U. S. Secretary of Labor's latest decision and the State of Connecticut Department of Labor (DOL) Prevailing Wage Rate Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail.

3.8.2 For Prevailing Wage Projects, at the time of bidding, the Bidder agrees to accept the current Prevailing Wage Rate Schedule, as well as the annual adjustment to the prevailing wage rate that is in effect each July 1st, as provided by DOL. See **Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification**.

3.0 Bid Proposal Acknowledgements (continued):

3.8 To Accept the Current Prevailing Wage Rate Schedule (continued):

3.8.3 For Prevailing Wage Projects on and after July 1, 2025, in accordance with C.G.S. § 31-53 as amended by Public Act 25-168, the Bidder agrees to include the C.G.S. § 31-53 prevailing wage provision in each contract, including contracts for off-site custom fabrication. For purposes of this section, "off-site custom fabrication" means the fabrication of systems that are fabricated at a site located within the state other than the location of a public works project, but are fabricated specifically for such public works project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems. "Off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.

3.8.4 Annual adjustments of prevailing wage rates will **not** be considered a matter for a contract amendment with the Awarding Authority.

3.9 To Comply with CHRO Requirements:

In accordance with C.G.S. § 4b-95(b)(2), the Apparent Low Bidder agrees and warrants to provide the Commission on Human Rights and Opportunities (CHRO) with such information as is requested by the Commission concerning their **employment practices and procedures** as they relate to the current provisions of the Connecticut General Statutes governing Contract requirements within **fifteen (15) calendar days after** receipt of the "**Letter of Intent**" from the Awarding Authority.

3.10 To Ensure Executive Order No. 11246 for Equal Employment Opportunity & Non-Segregated Facilities Has Been Met:

The Apparent Low Bidder acknowledges and agrees to ensure that Executive Order No. 11246 for Equal Employment Opportunity & Non-Segregated Facilities has been met for their firm and their Subcontractors.

The Apparent Low Bidder also agrees to certify (if required) to the compliance of non-segregated facilities.

3.11 To Obtain and Maintain Required Insurance Coverages:

The Bidder acknowledges and agrees to obtain and maintain the required Insurance Coverages and submit the Firm's "**Certificate of Liability Insurance Acord® form**" within **fifteen (15) calendar days after** receipt of the "**Letter of Intent**" from the Awarding Authority, as discussed in **Section 00 62 16 Certificate of Insurance** and **Article 35, "Contractors Insurance"** in **Section 00 73 13 General Conditions**.

3.12 To Comply With Security Requirements for CT Military Department (MIL) Facilities:

When applicable to this Project, the Bidder acknowledges and agrees to comply with **Section 00 73 63 CT MIL Security Requirements** for Contract Forces on MIL Facilities.

3.13 To Comply With and Sign the Project Labor Agreement (PLA) for the Project, if applicable:

When applicable to this Project, the Apparent Low Bidder acknowledges and agrees to comply with the requirements of the **Project Labor Agreement (PLA)** and to submit a **SIGNED PLA** and "**Acceptance of Agreement**" within **fifteen (15) calendar days after** receipt of the "**Letter of Intent**" from the Awarding Authority, as provided in **Section 00 73 48 Project Labor Agreement** and discussed in **Section 00 21 13 Instructions to Bidders** (subsection 1.21 *Projects With a Project Labor Agreement*).

See page 1 of this Bid Proposal Form for applicability.

3.14 To Ensure C.G.S. § 12-430 for Non-Resident Contractors Has Been Met:

If applicable, the Apparent Low Bidder acknowledges and agrees to provide either a copy of the "**Notice of Verified Status**" (Verification Letter) from the Connecticut Department of Revenue Services (DRS) (for **Verified Nonresident General/Prime Contractors**) or a copy of **Form AU-965 "Acceptance of Surety Bond"** from DRS (for **Unverified Nonresident General/Prime Contractors**) within **fifteen (15) calendar days after** receipt of the "**Letter of Intent**" from the Awarding Authority which evidences that **C.G.S. § 12-430** for non-resident contractors has been met, as described in **Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors**.

3.15 To Execute Contract:

If selected as the Prime Contractor, the Bidder acknowledges and agrees to **execute a Contract** in accordance with the terms of this **Bid Proposal Form** and the **Contract** within **fifteen (15) calendar days** (legal State holidays excluded) **after** notification thereof in the "**Letter of Intent**" from the Awarding Authority. See **Section 00 52 03 Contract** for a sample.

3.0 Bid Proposal Acknowledgements (continued):

3.16 To Ensure C.G.S. § 49-41a for Payments to Subcontractors Has Been Met:

For all State contracts that require a **Labor and Material Bond** in accordance with **C.G.S. § 49-41**:

3.16.1 If selected as the Prime Contractor, the Bidder acknowledges and agrees to pay any amounts due each Subcontractor, whether for labor performed or materials furnished, within **thirty (30) days** after payment to the Contractor by the State, when the labor or materials have been included in a requisition submitted by the Contractor and paid by the State.

3.16.2 If selected as the Prime Contractor, the Bidder acknowledges and agrees to 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 (30) days** after such Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Subcontractor.

3.17 To Comply With BABA Requirements for Projects with Federal Financial Assistance:

ATTACHMENT 4: When applicable to this Project, the Bidder acknowledges and agrees to comply with the requirements of the Federal Government's "**Build America, Buy America Act (BABA)**", enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021 and effective October 23, 2023. **See page 1 of this Bid Proposal Form for applicability.** Additional details can be found in the following documents: Section 00 21 13 *Instructions to Bidders* (subsection 1.20 *Projects With Federal Financial Assistance*); Section 00 72 13.1 *Supplementary Conditions of the Contract for Construction for Design-Bid-Build* (subsection 36.4 *Build America, Buy America Act*); and Section 00 73 73 *Build America, Buy America Act Requirements for Projects with Federal Financial Assistance*.

4.0 Confidentiality of Documents:

4.1 The Contractor agrees that if not selected as the Prime Contractor for this project, all plans and specifications in their possession for the project shall be destroyed.

4.1.1 The Contractor further agrees on behalf of the Contractor and the Contractor'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 Contractor's work and duties under this contract. This limitation on use applies to those items produced by the Contractor, as well as to those items received by the Contractor from the Awarding Authority or others in connection with the Contractor's work and duties under this contract.

4.1.2 The Contractor 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 contract. No other disclosure shall be permitted without the prior written consent of the Awarding Authority.

4.1.3 The Contractor further agrees that the following provision will be included in all of its contracts with subcontractors and sub-consultants:

"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 Awarding Authority. When the Awarding Authority deems any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed."

4.1.4 The Contractor further agrees that upon completion of the construction and the issuance of a certificate of occupancy, the plans and specifications shall be returned to the Awarding Authority, or destroyed, or retained in a secure location and not released to anyone without first obtaining the permission of the Awarding Authority.

5.0 Bid Proposal Declarations:

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Bid Proposal and that it is made without any connection with any other person making any Bid Proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this Bid Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Bid Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to bid or refrain from bidding or to influence the amount of the Bid Proposal of any other person or corporation. This Bid Proposal is made in good faith without collusion or connection with any other person bidding for the same work and this proposal is made with distinct reference and relation to the plans and specifications prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the labor and materials needed, this Bid 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.

6.0 Duly Authorized Signature:

Type of Business: (Check Applicable Box)

☐ Limited Liability Corporation (LLC)

☐ Corporation (If Checked, Provide Corporate Seal Below)

☐ Partnership

☐ Sole Proprietor

☐ Doing Business As (d/b/a)

(If d/b/a box is checked provide complete name below)

(Provide exact corporate name from corporate seal below)

(Doing Business As Name)

(Name On Corporate Seal)

Bidder's Signature:

(Duly Authorized)

(Title)

(Print Name)

(Date)

BID PACKAGE MUST INCLUDE:

(1) ALL BIDS: UPLOAD 00 41 00 Bid Proposal Form

ALL BIDS: ENTER INFORMATION AND SIGN FORM: BIDDER INFORMATION, PROPOSED LUMP SUM BASE BID, SUPPLEMENTAL BIDS (IF APPLICABLE), NUMBER OF ADDENDA, NAMED SUBCONTRACTORS (IF APPLICABLE), DULY AUTHORIZED SIGNATURE, AND ATTACHMENTS 1, 2, 3, 4 AND 5 (SEE BELOW).

ALL BIDS: COMPLETE Attachment 1 Campaign Contribution Certification

BIDS BETWEEN \$500,000 AND \$1MILLION: COMPLETE Attachment 2 Additional Information Questions

BIDS WITH NAMED SUBCONTRACTORS WITH SUBCONTRACTS GREATER THAN \$1MILLION (SEE TABLE 2.7): UPLOAD DAS PREQUALIFICATION CERTIFICATES AND UPDATE STATEMENTS FOR NAMED SUBCONTRACTORS (NOT EXPIRED) (see Attachment 3 Named Subcontractor DAS Prequalification Certificates and Update Statements)

BIDS WITH FEDERAL FUNDING (SEE PAGE 1): COMPLETE Attachment 4 BABA Acknowledgement

NEW: BIDS WITH NAMED SUBCONTRACTORS (SEE TABLE 2.7): UPLOAD SIGNED STATEMENT FROM EACH NAMED SUBCONTRACTOR IN TABLE 2.7 (see Attachment 5 Named Subcontractor Signed Statement)

(2) ALL BIDS: UPLOAD 00 43 16 Standard Bid Bond or Certified Check (USE FORM 00 43 16)

(3) ALL BIDS: UPLOAD 00 45 14 General Contractor Bidder's Qualification Statement

ALL BIDS: ENTER the Project Number, Project Name, and Project Location

ALL BIDS: SIGN THE FORM

ALL BIDS: NOTARIZE CORRECTLY (for example: notarized same day as signature; notary not expired)

ALL BIDS: ANSWER ALL QUESTIONS

ALL BIDS: UPLOAD Resumes of All Supervisory Personnel

ALL BIDS: UPLOAD Letters of Reference from Architects, Engineers, or Owners

ALL BIDS: UPLOAD List of All Construction Projects Completed in the Past Five Years

PROJECTS GREATER THAN \$5MILLION: UPLOAD Name and Resume of the Construction Scheduler

PROJECTS GREATER THAN \$5MILLION: UPLOAD Letter of Reference for the Construction Scheduler

(4) ALL BIDS: UPLOAD 00 40 14 Certificate (of Authority)

(5) BIDS GREATER THAN \$1MILLION: UPLOAD DAS Prequalification Certificate FOR BIDDER (NOT EXPIRED)

(6) BIDS GREATER THAN \$1MILLION: UPLOAD DAS Update Statement FOR BIDDER (NOT EXPIRED)

ATTACHMENT 1
Campaign Contribution Certification

OPM Form 1 - Effective July 23, 2021



STATE OF CONNECTICUT
CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal— submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- ☐ **Initial Certification**
- ☐ **Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

Contribution Date	Name of Contributor	Recipient	Value	Description

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this

____ day of _____, 20 _____
(day) (month) (year)

Commissioner of the Superior Court (or Notary Public):

(name)

My Commission Expires:

(month, day, year)

End of Attachment 1 of Section 00 41 00 Bid Proposal Form

ATTACHMENT 2:
Additional Information Questions
for Bids Between \$500,000 and \$1,000,000
(C.G.S. §§ 4b-91a and 4b-95)

IF APPLICABLE TO THE PROJECT: This information **shall** be considered as part of the **Bid Proposal Form**. Failure to answer the Additional Information Questions with the Bid Proposal Form or within two (2) business days after the opening of bids shall cause the bid to be rejected and shall not be considered a minor irregularity under C.G.S. § 4b-95.

In accordance with C.G.S. § 4b-91a, as of October 1, 2023, any bid of a Contractor on a contract to perform work with a value of more than \$500,000 but less than \$1,000,000 in response to an Invitation to Bid issued by the Commissioner of Administrative Services, shall include the information requested in this Attachment 2. If Attachment 2 is applicable, any Bid Proposal Form that is submitted without a completed Attachment 2 will be rejected (unless Attachment 2 is completed and submitted to the Awarding Authority within two (2) business days after the Bid Opening, without alteration or revision to the submitted Bid Proposal Form).

Pursuant to C.G.S. § 4b-91a, any failure to disclose any of the information required in Attachment 2 shall disqualify a Contractor from any associated bid on a contract and shall not be considered a minor irregularity under C.G.S. § 4b-95.

For Bids between \$500,000 and \$1,000,000, the Bidder *must* answer the **Additional Information Questions** below and submit with the **Bid Proposal Form**.

ADDITIONAL INFORMATION QUESTIONS
for Bids Between \$500,000 and \$1,000,000

1.0 Provide the bidder's form of organization:

[Click or tap to enter text](#)

2.0 Provide the bidder's principals and key personnel and any names under which the bidder, principals or key personnel conducted business during the past five years:

[Click or tap to enter text](#)

3.0 List any legal or administrative proceedings settled or concluded adversely against the bidder or any of the bidder's principals or key personnel within the past five years which relate to the procurement or performance of any public or private construction contract:

☐ None [Click or tap to enter text](#)

4.0 List any legal or administrative proceedings concluded adversely against the bidder or any of the bidder's principals or key personnel within the past five years which relate to the nonpayment or underpayment of wages or benefits to the bidder's, principal's or key personnel's employees during the performance of any public or private construction contract:

☐ None [Click or tap to enter text](#)

ATTACHMENT 2:
Additional Information Questions
for Bids Between \$500,000 and \$1,000,000
 (continued)

5.0 List any administrative proceedings that concluded adversely against the bidder during the past five years with the imposition of any civil penalties pursuant to C.G.S. Section 31-69a or the issuance of any stop work orders pursuant to C.G.S. Section 31-288:

<input type="checkbox"/> None	Click or tap to enter text
-------------------------------	--

6.1 Has the bidder been disqualified pursuant to C.G.S. Sections 4a100, 4b-95, 31-57c or 31-57d?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.2 Is the bidder disqualified or prohibited from being awarded a contract pursuant to C.G.S. Section 31-57b?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.3 Has the bidder has been disqualified by another state?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.4 Has the bidder been disqualified by a federal agency or pursuant to federal law?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.5 Has the bidder's registration been suspended or revoked by the Department of Consumer Protection pursuant to C.G.S. Section 20-341gg?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.6 Has the bidder been disqualified by a municipality?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6.7 Have the matters that gave rise to any such disqualification, suspension or revocation been eliminated or remedied?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

7.0 NOTE: The Department reserves the right to request other information as the commissioner deems relevant to the determination of the bidder's qualifications and responsibilities.

Workforce Development Program: Any contractor performing work under a contract pursuant to this section shall participate in a workforce development program in which newly hired employees and existing employees are given the opportunity to develop skills. Such program may include, but need not be limited to: (1) An apprenticeship training through an apprenticeship program registered with the Labor Department or a federally recognized state apprenticeship agency that complies with the requirements of 29 Code of Federal Regulations (CFR) 29 and 29 CFR 30, as each may be amended from time to time, and (2) pre-apprenticeship training that will enable students to qualify for registered apprenticeship training.

End of Attachment 2 of Section 00 41 00 Bid Proposal Form

ATTACHMENT 3:

**Named Subcontractor DAS Prequalification Certificates and Update Statements
for Subcontracts exceeding \$1,000,000
(and for Bidder, if Self-Performing):**

(C.G.S. §§ 4a-100, 4b-91(j), & 4b-95)

IF APPLICABLE TO THE PROJECT: Failure of a Bidder to electronically upload the Named Subcontractor's (or Bidder's, if self-performing) "DAS Prequalification Certificate" and "DAS Update Statement" with the Bid Proposal Form to the solicitation on CTsource prior to the date and time of the Bid Opening or within two (2) business days after the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.

See Table 2.7 of this Bid Proposal Form for applicability.

- If the Named Subcontractor Subcontract(s) is proposed to be **greater than \$1,000,000** and if the **Class of Work is Electrical, HVAC, Masonry, Plumbing, or other DAS Class of Work** that the awarding agency deems necessary, the **Bidder shall upload to the solicitation on CTsource the current DAS Prequalification Certificate(s) and DAS Update Statement(s) for each Named Subcontractor** listed in **Table 2.7** of this **Bid Proposal Form**.

And/or

- If the Bidder intends to **self-perform** a Class(es) of Work in **Table 2.7** of the **Bid Proposal Form** and the proposed dollar value of the work is **greater than \$1,000,000**, and if the **Class of Work is Electrical, HVAC, Masonry, Plumbing, or other DAS Class of Work** that the Awarding Authority deems necessary, the **Bidder shall upload to the solicitation on CTsource the current DAS Prequalification Certificate(s) and DAS Update Statement(s) for each of the applicable Class(es) of Work.**

End of Attachment 3 of Section 00 41 00 Bid Proposal Form

ATTACHMENT 4:

Build America, Buy America Act (BABA) Acknowledgement:

(Build America, Buy America Act (BABA), Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58 §§ 70901-70927; 2 CFR Part 184 and Part 200.322; and the Office of Management and Budget (OMB) Memorandum M-24-02)

IF APPLICABLE TO THE PROJECT: Failure of a Bidder to properly complete and upload Attachment 4 of the Bid Proposal Form to the solicitation on CTsource prior to the date and time of the Bid Opening or to submit Attachment 4 within two (2) business days after the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.

See page 1 of this Bid Proposal Form for applicability.

If Build America, Buy America Act (BABA) requirements apply to this Project, all Bidders must read and sign below:

Read:

- Section 00 21 13 *Instructions to Bidders* (subsection 1.20 *Projects With Federal Financial Assistance*);
- Section 00 72 13.1 *Supplementary Conditions of the Contract for Construction for Design-Bid-Build* (subsection 36.4 *Build America, Buy America Act*);
- Section 00 73 73 *Build America, Buy America Act Requirements for Projects with Federal Financial Assistance*.

Read and Sign Below:

Bidder acknowledges that BABA is applicable to this project AND acknowledges and agrees to comply with the requirements of BABA (sign, print name, title, and date below):

The Bidder hereby acknowledges that:

- (1) The Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABA requirements;
- (2) The Bidder has read, and understands, the **BABA requirements** provided in Section 00 21 13 *Instructions to Bidders*, Section 00 72 13.1 *Supplementary Conditions of the Contract for Construction for Design-Bid-Build* (subsection 36.4 *Build America, Buy America Act*), and Section 00 73 73 *Build America, Buy America Act Requirements for Projects with Federal Financial Assistance*;
- (3) The Bidder has read, and understands, the requirements for "**BABA Compliance Certification(s)**" and "**Waivers**" provided in Section 00 73 73 *Build America, Buy America Act Requirements for Projects with Federal Financial Assistance* that are to be carried out by individuals with the necessary knowledge of the composition, fabrication and pricing of all iron, steel, manufactured products, and construction materials installed on the project;
- (4) **For Specific Manufacturers Used In The Bidding:** If a specific manufacturer is used in the bidding, a statement that the manufacturer will comply with BABA must be included with the submitted bid documents;
- (5) **For "Equals and/or Substitutions" Requests:** All requests for "Equals and/or Substitutions" must include a "BABA Compliance Certification" as described in Section 00 73 73 *Build America, Buy America Act Requirements for Projects with Federal Financial Assistance*; and
- (6) **For Subcontractors and Suppliers:** The **BABA provisions** and **Buy America Preference** (and all of the requirements thereof) must be included in **all subawards** to subrecipients including all subcontracts and purchase orders to Subcontractors, Sellers, Material Suppliers, and Manufacturers, for the work performed or products supplied under the Federal Award, unless a particular section of the terms and conditions of the Federal Award specifically indicates otherwise.

Bidder's Signature:

(Duly Authorized Signature)

(Title)

(Print Name)

(Date)

End of Attachment 4 of Section 00 41 00 Bid Proposal Form

ATTACHMENT 5:

Named Subcontractor Signed Statement:

(C.G.S. §§ 4a-60g(d) and 4b-95(b)(3), as amended by Public Act 25-168 and effective October 1, 2025)

IF APPLICABLE TO THE PROJECT: *Failure of a Bidder to upload signed statements from each Named Subcontractor listed in Table 2.7 of this Bid Proposal Form to the solicitation on CTsource prior to the date and time of the Bid Opening or to submit signed statements within two (2) business days after the Bid Opening shall cause rejection of the bid and shall not be considered a minor irregularity under C.G.S. § 4b-95.*

See Table 2.7 of this Bid Proposal Form for applicability.

If Named Subcontractors are applicable to the project:

Instructions To Bidders:

(1) In accordance with C.G.S. §§ 4a-60g(d) and 4b-95(b)(3), as amended by Public Act 25-168 and effective October 1, 2025, **the Bidder** shall obtain and provide a **signed statement** from **each Named Subcontractor** listed in **Table 2.7 of this Bid Proposal Form**, stating that the Named Subcontractor has **communicated directly with the Bidder about the work to be performed on such contract**.

(2) The Bidder may use **Section 00 45 20 Named Subcontractor Signature Page** to obtain signed statements from each Named Subcontractor listed in Table 2.7 of this Bid Proposal Form. *See the solicitation on CTsource for a downloadable template.*

(3) The Bidder **must upload all** signed statements from all Named Subcontractors to the solicitation on CTsource **prior** to the date and time of the Bid Opening.

End of Attachment 5 of Section 00 41 00 Bid Proposal Form

End of Section 00 41 00 Bid Proposal Form

Bid Package Submittal Requirements:

1.1 All Bidders:

All Bidders are required to **electronically upload** their **Bid Proposal Form and Bid Documents** to **CTsource** *prior* to the date and time of the Bid Opening.

- | | |
|-------|---|
| 1.1.1 | See Table 1 for a list of documents that All Bidders <u>must</u> electronically upload to CTsource prior to the date and time of the Bid Opening. |
| 1.1.2 | Minor Irregularities: The State may waive minor irregularities that otherwise may cause the bid to be rejected only when waiving such minor irregularities is in the best interests of the State and the minor irregularities have been corrected by the Bidder within seven (7) calendar days after the opening of bids.

NOTE: Failure to upload the DAS Prequalification Certificate and DAS Update Statement for the Bidder and the Named Subcontractor(s), if applicable, prior to the date and time of the Bid Opening or within two (2) business days after the opening of bids shall cause the bid to be rejected and shall not be considered a minor irregularity under Connecticut General Statutes Sections (C.G.S. §§) 4b-91(d) and 4b-95. |
| 1.1.3 | Rejection of the Bid: Failure to properly <u>complete</u> , <u>sign</u> and <u>upload</u> to CTsource any of the Bid Documents marked with an asterisk (*) in Table 1 prior to the date and time of the Bid Opening shall cause the bid to be rejected and shall not be considered a minor irregularity under C.G.S. § 4b-95. |
| 1.1.4 | Remote Electronic Notarization: In accordance with C.G.S. § 3-95b, Bidders are permitted to use Remote Electronic Notarization to perform notarial acts that are required under Connecticut law and the Bidding Documents of the awarding authority. |

1.2 Three Apparent Lowest Bidders and the Apparent Low Bidder:

The **Three Apparent Lowest Bidders** and the **Apparent Low Bidder** must submit **Supportive Documents** as directed in **Tables 2 and 3**, respectively, *prior* to the stated deadlines.

- | | |
|-------|--|
| 1.2.1 | See Table 2 for a list of Supportive Documents for the Three Apparent Lowest Bidders. |
| 1.2.2 | See Table 3 for a list of Supportive Documents for the Apparent Low Bidder. |
| 1.2.3 | Delays in Receipt: If there are any delays in the receipt of the Supportive Documents specified in Tables 2 and 3, then the Bids shall remain valid for the same additional number of days.

.1 For example, since the Three Apparent Lowest Bidders are required to Hold The Bid Price for ninety (90) calendar days , if Supportive Documents are submitted four (4) calendar days late , then the bid shall remain valid for ninety-four (94) calendar days. |
| 1.2.4 | Failure to submit the Supportive Documents before the stated deadlines may result in rejection of the bid at the sole discretion of the awarding authority. |

TABLE 1 - ALL BIDDERS:		
Bid Proposal Form and Bid Documents		
Required?	BID PACKAGE REQUIREMENTS: The Bid Proposal Form and Bid Documents <u>shall</u> be uploaded to CTsource by <u>all</u> Bidders prior to the Date and Time of the Bid Opening.	Where To Find The Form:
YES	<p>* Section 00 41 00 Bid Proposal Form (see NOTE 1): Do not delete Attachment pages. Attachments must be completed if applicable:</p> <ul style="list-style-type: none"> • Attachment 1: Campaign Contribution Certification (all bids); • Attachment 2: Additional Information Questions, if applicable; • Attachment 3: Named Subcontractor DAS Prequalification Certificates and Update Statements for Subcontracts exceeding \$1 Million (and for Bidder, if Self-Performing), if applicable; • Attachment 4: Build America, Buy America Act (BABA) Acknowledgement, if applicable; • NEW: Attachment 5: Named Subcontractor Signed Statements (Bidders may use "Section 00 45 20 Named Subcontractor Signature Page" to obtain signed statements, if applicable) 	CTsource
YES	* Section 00 43 16 Standard Bid Bond or Certified Check	CTsource
YES	<p>* Section 00 45 14 General Contractor Bidder's Qualification Statement Include the following attachments:</p> <ul style="list-style-type: none"> • Attachment 1: Resumes of All Supervisory Personnel; • Attachment 2: Letters of Reference from Architects, Engineers, or Owners; • Attachment 3: List of All Construction Projects Completed in the Past Five Years; • Attachment 4: Name and Resume of the Construction Scheduler [only required for Projects greater than \$5 Million]; and • Attachment 5: Letter of Reference for the Construction Scheduler [only required for Projects greater than \$5 Million]. 	CTsource
YES	Section 00 40 14 Certificate (of Authority)	CTsource
YES	DAS Prequalification Certificate for bids exceeding \$1 Million (see NOTE 1)	DAS Website
YES	DAS Update Statement for bids exceeding \$1 Million (see NOTE 1)	DAS Website

The State may waive minor irregularities that otherwise may cause rejection of a Bid only when waiving such minor irregularities is in the best interests of the State and the minor irregularities have been corrected by the Bidder within seven (7) calendar days after the opening of bids.

*** Failure to properly complete, sign and upload to CTsource any of the items marked with an asterisk (*) in Table 1 prior to the date and time of the Bid Opening shall cause the bid to be **rejected** and shall not be considered a minor irregularity under C.G.S. § 4b-95.**

NOTE 1: Failure to upload the **DAS Prequalification Certificate** and **DAS Update Statement for the Bidder (if applicable)** and the information requested in **Attachments 2, 3, 4, and 5 of the Bid Proposal Form (if applicable)**, prior to the date and time of the Bid Opening or within two (2) business days after the opening of bids shall cause the bid to be rejected and shall not be considered a minor irregularity under C.G.S. §§ 4b-91(d) and 4b-95.

TABLE 2 THREE (3) APPARENT LOWEST BIDDERS		
Required?	WHEN APPLICABLE: Submit the following Supportive Documents to the Bidding Unit within ten (10) calendar days after receipt of the “ Subcontractor Information Request ”.	Where To Find The Form:
YES	SBE/MBE Subcontractor Participation Schedule (Table 1): Submit amounts for each subcontracted SBE and/or MBE firm for this project. See Section 00 73 27 SBE/MBE Subcontractor Participation Schedule for an example.	Email From Bidding Unit
YES	DAS SBE/MBE Certificate(s): Submit a current (not expired) DAS SBE/MBE Certificate for each subcontracted SBE and/or MBE firm listed in the SBE/MBE Subcontractor Participation Schedule (Table 1).	DAS Website
YES	DAS Prequalification Certificate(s) and DAS Update Statement(s): Submit a current (not expired) DAS Prequalification Certificate and DAS Update Statement for each subcontracted SBE and/or MBE firm listed in the SBE/MBE Subcontractor Participation Schedule (Table 1) whose Subcontract value is GREATER than \$1Million and their Class of Work is a DAS Prequalification Classification.	DAS Website
YES	Section 00 45 17 Named Subcontractor Bidder’s Qualification Statement(s): Submit a completed “00 45 17 Named Subcontractor Bidder’s Qualification Statement” from each Named Subcontractor listed in Table 2.7 of the Bid Proposal Form (<i>including the Bidder, if Self-Performing</i>).	Email From Bidding Unit

TABLE 3 APPARENT LOW BIDDER		
Required?	CHRO REQUIRED INFORMATION: Submit the following Required Information within fifteen (15) calendar days after receipt of the “ Letter of Intent ”.	Where To Find The Form:
YES	CHRO Required Information: Submit required information to CHRO in accordance with C.G.S. §§ 46a-68c or 46a-68d, as applicable, and 4a-60, 4a-60g, 46a-68b, 46a-86e, 46a-68f, 46a-71(d), 46a-81i(d), as amended, and the Regulations of Connecticut State Agencies (R.C.S.A.) §§ 46a-68j-21 through 43.	CHRO Website
YES	CHRO Employment Information: Upload Employment Information to your firm’s CTsource account as described in Section 00 21 13 Instructions to Bidders.	Firm’s Account on CTsource
YES	Copy of CHRO Transmittal Letter: Email a copy of your CHRO Transmittal Letter to the Bidding Unit to confirm the required information was filed with CHRO.	(copy of transmittal letter)

TABLE 3 - APPARENT LOW BIDDER (continued)		
Required?	Submit the following Supportive Documents to the Bidding Unit within fifteen (15) calendar days after receipt of the "Letter of Intent" :	Where To Find The Form:
YES	Section 00 40 14 Certificate (of Authority)	Bidding Unit
YES	Section 00 52 03 Contract	Bidding Unit
YES	Section 00 52 73 Subcontract Agreement Form(s): Only applicable for Named Subcontractors in Table 2.7 of Bid Proposal Form.	Bidding Unit
YES	Certificate of Liability Insurance Acord® Form: See Section 00 62 16 Insurance Certificate Form for a sample.	Bidding Unit
YES	Certificate of Asbestos Abatement Liability Insurance (for asbestos abatement only): See Section 00 62 16.1 Asbestos Abatement Liability Insurance for details.	Bidding Unit
YES	<u>If applicable to the project, SIGNED Project Labor Agreement (PLA) and "Acceptance of Agreement":</u> See Section 00 73 48 Project Labor Agreement for details.	Bidding Unit
YES	Section 00 92 10 Additional Forms	Performance Bond
YES		Labor & Material Bond
YES		Surety Sheet
YES		Bidder's Certification: Financial Position & Corporate Structure
YES	Power of Attorney from the Surety Company	Surety Company
YES	Contractor's Wage Certification Form with Schedule of Prevailing Wage Rates: Submit to Connecticut Department of Labor (<i>with a copy to the Bidding Unit</i>). See Section 00 73 44 Prevailing Wage Rates/Contractor's Wage Certification/Payroll Certification.	CT Department of Labor
YES	Certificate of Legal Existence	Secretary of the State
YES	Nonresident (Out of State) Contractors: <ul style="list-style-type: none"> Verified Nonresident General/Prime Contractors must submit a copy of their "Notice of Verified Status" (Verification Letter) from the CT Department of Revenue Services (DRS). Unverified Nonresident General/Prime Contractors must submit a copy of Form AU-965 "Acceptance of Surety Bond" from the DRS. See Section 00 92 30 Procedures Regarding Taxation for Nonresident General/Prime Contractor and Subcontractors for additional details.	CT Department of Revenue Services
YES	General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities: For projects disturbing one or more total acres of land area , submit a copy of the signed Stormwater Pollution Control Plan , "Contractor Certification Statement" , and License Transfer Form prior to commencement of any construction activities, as directed by A/E.	Architect/ Engineer (A/E) of Awarding Authority
YES	Major Contractor Registration License Number(s): Threshold Projects Only: Submit Major Contractor Registration License Number(s) for Subcontractors.	CT Department of Consumer Protection
YES	Agency Vendor Form (SP-26NB) and Internal Revenue Service (IRS) Form W-9: First time Contractors who have not done business with the State of Connecticut: Submit signed copies of the Agency Vendor Form (SP-26NB) and Internal Revenue Service (IRS) Form W-9.	Office of State Comptroller (SP-26NB) IRS (Form W-9)

End of Section 00 41 10 Bid Package Submittal Requirements

Standard Bid Bond Requirements Part I

Project Number (see Bid Proposal Form):	Click or tap here to enter text.
The Bidder has chosen the following option for this Section 00 43 16:	Click or tap here to select an option.

NOTE: Failure to properly complete Part II of this form, sign and upload this form to **CTsource** *prior* to the date and time of the Bid Opening **shall** cause rejection of the bid and shall **not** be considered a minor irregularity under Connecticut General Statutes Sections (C.G.S. §§) 4b-92 and 4b-95.

BID BOND OPTION:

- (1) Complete and sign the **Standard Bid Bond** below. If another form of Bid Bond is used, your bid **will** be rejected.
- (2) Attach the **Power of Attorney** from the **Surety Company**.
- (3) Upload the **Standard Bid Bond** and **Power of Attorney** to the solicitation on **CTsource** *prior* to the date and time of the Bid Opening.

CERTIFIED CHECK OPTION:

- (1) Upload this form to the solicitation on **CTsource** *prior* to the date and time of the Bid Opening.
- (2) Deliver a copy of this form **with** your Certified Check, made payable to "Treasurer, State of Connecticut", to the awarding authority noted on page 1 of Section 00 41 00 Bid Proposal Form, to the attention of: "Manager of Policy & Procurement". This form and the Certified Check **must** arrive *prior* to the Date and Time of the Bid Opening.

Standard Bid Bond Part II

KNOW ALL MEN BY THESE PRESENTS, That we, ,

, hereinafter called the **Principal**,

of , as **Principal**,

and , hereinafter

called the **Surety**, a corporation organized and existing under the laws of the

State of , and duly authorized to transact a

surety business in the State of Connecticut, as **Surety**, are held and firmly bound unto the State of

Connecticut, as **Obligee**, in the penal sum of ten (10) percent of the amount of the bid set forth in a

proposal hereinafter mentioned,

,

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

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the **Principal** has submitted

or is about to submit a proposal to the **Obligee** related to a contract for Project No.:

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

SIGNED, SEALED AND DELIVERED this day of , 20

(Principal's Signature)

(Print Name)

Company Name

Surety

Its attorney in fact Signature

(Print Name)

General Contractor Bidder's Qualification Statement

Project Number:	Click or tap here to enter text.
Project Name:	Click or tap here to enter text.
Project Location:	Click or tap here to enter text.

General Instructions

(THIS FORM HAS BEEN REORGANIZED; READ ALL SECTIONS CAREFULLY):

- All Bidders are **required to complete, sign, notarize, and upload this form to CTsource prior to the date and time of the Bid Opening.**
- Failure to properly complete, answer any question, provide required attachments, provide required information, sign, notarize, and upload this form to **CTsource** prior to the date and time of the Bid Opening **shall** cause rejection of the bid and shall **not** be considered a minor irregularity under **Connecticut General Statutes Sections (C.G.S. §§) 4b-92 and 4b-95.**
- Combine required attachments into one PDF and upload with this 00 45 14 General Contractor Bidder's Qualification Statement.
- The awarding authority may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the designated time period.
- The Department reserves the right to request any additional or supplemental information necessary to complete its evaluation of a Bidder's qualification.
- **Note Regarding Completion of this Section:** If a question or request for information does not pertain to your organization in any way, use the symbol "N/A" (Not Applicable). If you need additional space to respond to a question, attach additional information on 8 ½" x 11" sheets **with your letterhead** as necessary and reference the specific subsection number. Any and all additional information must be **relevant** to the specific Invitation to Bid. Any and all additional information must be on **company letterhead** and must reference the specific 00 45 14 section and subsection numbers.

PART 1: REQUIRED ATTACHMENTS

1.1 ATTACHMENT 1: Resumes Of All Supervisory Personnel:

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

Failure to upload the **Resumes of all Supervisory Personnel** **prior** to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

1.2 ATTACHMENT 2: Letters Of Reference From Architects, Engineers Or Owners:

Upload Letters of Reference from Architects, Engineers or Owners indicating that your Firm has satisfactorily completed in a timely manner contract work for projects within the cost estimate range, size and complexity of this project. Provide explanations where delays have occurred. This information should cover work done over the past five years.

Failure to upload the **Letters of Reference from Architects, Engineers or Owners** **prior** to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

PART 1: REQUIRED ATTACHMENTS (continued)

1.3 ATTACHMENT 3: List Of All Construction Projects Completed In The Past Five Years:

Upload a List of all Construction Projects your Firm has completed in the Past Five Years.

Failure to upload the **List of all Construction Projects your Firm has completed in the Past Five Years** **prior** to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

Include the following information for every project listed:

1. Project Title,
2. Project Location,
3. Construction Start Date,
4. Construction Finish Date,
5. Scope of Work Performed By Your Firm,
6. Original Contract Amount,
7. Final Contract Amount,
8. Original Contract Duration (Calendar Days),
9. Final Contract Duration (Calendar Days),
10. Owner,
11. Owner's Representative,
12. Owner's Representative Phone Number,
13. Design Firm,
14. Design Firm's Representative,
15. Design Firm's Representative Phone Number.

IMPORTANT NOTE: Two of the construction projects completed in the past five years shall be (1) single project contracts that have reached substantial completion, not aggregate projects; (2) of commercial and/or institutional construction work (this includes compliance with general requirements); (3) within the Cost Estimate Range stated in Section 00 11 16 Invitation to Bid for this project; and (4) of the size and complexity of this Project.

Failure to identify two such projects prior to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

1.4 ATTACHMENT 4: Name and Resume of the Construction Scheduler:

For Projects Greater than \$5 Million, upload the Name and Resume of the Construction Scheduler in accordance with the requirements in Section 01 32 16.13 Critical Path Method Schedules of the General Requirements.

For Projects Greater than \$5 Million, failure to upload the **Name and Resume of the Construction Scheduler prior** to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

1.5 ATTACHMENT 5: Letter of Reference for the Construction Scheduler:

For Projects Greater than \$5 Million, upload a Letter of Reference for the Construction Scheduler in accordance with the requirements in Section 01 32 16.13 Critical Path Method Schedules of the General Requirements.

For Projects Greater than \$5 Million, failure to upload the **Name and Resume of the Construction Scheduler prior** to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

PART 2: REQUIRED INFORMATION:

Failure to provide the **Required Information** *prior* to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

2.1 Firm's Present Legal Name:

Enter the *complete legal name exactly* as it appears with the **Secretary of State registry**. The appropriate **title** must be used throughout the documents, for example: General Partner, Member, Manager, Sole Member, etc.

Name:

2.2 Firm's Other Names:

Enter **all** other **names** by which your Firm has been known and the **length of time** known by each name:

2.3.1 Name:	<input type="text"/>	Years:	<input type="text"/>	Months:	<input type="text"/>
2.3.2 Name:	<input type="text"/>	Years:	<input type="text"/>	Months:	<input type="text"/>
2.3.3 Name:	<input type="text"/>	Years:	<input type="text"/>	Months:	<input type="text"/>
2.3.4 Name:	<input type="text"/>	Years:	<input type="text"/>	Months:	<input type="text"/>
2.3.5 Name:	<input type="text"/>	Years:	<input type="text"/>	Months:	<input type="text"/>

2.3 Secretary of State Certification:

Check the applicable box and enter the Firm's year of Certification with the Connecticut Secretary of State:

Corporation	<input type="checkbox"/>	Certification Year:	<input type="text"/>
Partnership	<input type="checkbox"/>	Certification Year:	<input type="text"/>
Sole Proprietorship	<input type="checkbox"/>	Certification Year:	<input type="text"/>
Limited Liability Company (LLC)	<input type="checkbox"/>	Certification Year:	<input type="text"/>
Other:	<input type="checkbox"/>	Certification Year:	<input type="text"/>

2.4 Years in Business:

How many years has your Firm been in business under its **Present Legal Name**?

Years:

2.5 Years in Business as a General Contractor:

How many years has your Firm been in business as a **General Contractor**?

Years:

2.6 Failure to Complete Contract(s):

List and explain if your Firm has ever failed to complete a contract or if any officer or partner of your Firm has ever been an officer or partner of another organization that failed to complete a contract. Indicate below the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

☐ Not Applicable

List and Explain:

2.7 Termination of Contract(s):

List and explain if your Firm has ever had a contract terminated, indicating the circumstances leading to the project termination of contract(s):

☐ Not Applicable

List and Explain:

PART 2: REQUIRED INFORMATION (continued):

Failure to provide the **Required Information** *prior* to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

2.8 Legal or Administrative Proceedings / Judicial or Administrative Sanctions:

List and explain all legal or administrative proceedings against your Firm or any officers, principals, partners, members, or employees of the organization currently pending or concluded adversely within the last five years, and any judicial or administrative sanctions that are still in effect against such organization, and any of its officers, principals, partners, members, or employees. (Exclude Occupational Safety and Health Act [OSHA] violations which are called for elsewhere in this statement). Add attachments as necessary.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.9 Disbarments or Suspensions:

List and explain any disbarments or suspensions that have been imposed on your Firm in the past five years or that were still in effect during the five-year period or that are still in effect. Such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your Firm:

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.10 Any Other Reasons Precluding Your Firm From Bidding:

List and explain any other reason(s) that precludes your Firm or any officer, principal, partner, member, or employees thereof from bidding on a contract in Connecticut or any other jurisdiction:

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.11 Willful or Serious Violations:

List and explain all willful or serious violations your Firm has had of any OSHA or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. 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. Add attachments as necessary.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.12 Criminal Convictions:

List and explain any criminal convictions your Firm has had related to the injury or death of any employee in the three-year period preceding the bid. Add attachments as necessary.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.13 Firm's Financial Condition or Business Organization:

List and explain any changes in your Firm's financial condition or business organization, which might affect your Firm's ability to successfully complete this contract:

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

PART 2: REQUIRED INFORMATION (continued):

Failure to provide the **Required Information** *prior* to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

2.14 Failure to Submit CHRO Plan:

List and explain if your Firm has ever failed to submit a Commission on Human Rights and Opportunities (CHRO) Plan to CHRO. Indicate below the circumstances leading to the failure to submit the Plan to CHRO:

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.15 Disapproved / Noncompliant CHRO Plan:

List and explain if your Firm's CHRO Plan has ever been disapproved by CHRO or determined to be noncompliant. Indicate below the circumstances leading to the disapproval or finding of noncompliance of your Plan by CHRO:

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.16 Anti-Discrimination and Anti-Harassment Claims:

List all claims of alleged harassment or discriminatory conduct asserted, filed or claimed against your Firm, and to the best of the Firm's knowledge and belief, against its proposed subcontractors and suppliers being utilized for this Project. For each such claim, describe in sufficient detail the nature of the claim and its disposition. This includes claims against the Firm's officers, directors, shareholders, partners and employees.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.16.1 Actions Taken:

If any claim resulted in a finding or admission of discriminatory conduct on the part of an officer, director, shareholder, partner or employee, list the actions taken by your Firm or the applicable subcontractor and/or supplier to address and mitigate the individual's conduct, including actions that made it clear such conduct: (i) is not tolerated and will not occur in the future; (ii) will not negatively impact the performance of work on the project job site; and (iii) does not reflect the beliefs and culture of the contractor, subcontractor, or supplier. The awarding authority will expect that your Firm, subcontractor, and/or supplier implement systematic monitoring and evaluation of the workplace to exclude such conduct.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.17 Employee Information for CHRO:

Ensure that your Firm's employment statistics have been submitted in **CTsource**.

CTsource Instructions: 1. Log in to CTsource (<https://portal.ct.gov/DAS/CTSource/Login>). 2. Under your name at the top right, select **"My Account"**. 3. Select **"Account Management"** on the left side. 4. Select **"State of Connecticut"**. 5. Select **"Additional Required Attributes"**. 6. Complete each section as indicated, including **"Employee Information for State of Connecticut, Commission on Human Rights and Opportunities (CHRO)"**.

PART 2: REQUIRED INFORMATION (continued):

Failure to provide the **Required Information** *prior* to the date and time of the Bid Opening **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under C.G.S. § 4b-95.

2.18 Signature

Dated at

Click or tap here to enter text.

Signed this

Enter text.

day of

Enter text.

, 20

Enter text.

Name of Firm:

Click or tap here to enter text.

Firm Address:

Click or tap here to enter text.

Click or tap here to enter text.

Signature:

Print or Type Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

2.19 Notary Statement

Mr./Mrs./Ms.

being duly sworn

deposes and says that he/she is the

of

(Position or Title)

, and that the answers to the foregoing

(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this

day of

, 20

Notary Public

My Commission Expires

, 20

End of Section 00 45 14

General Contractor Bidder's Qualification Statement

Objective Criteria Established for Evaluating Qualifications of Bidders

The following items are established pursuant to Sections 4b-92, 4b-94 and 4b-95a of the Connecticut General Statutes (C.G.S.) as amended.

The **Objective Criteria Established for Evaluating Qualifications of Bidders** (this Section 00 45 15) are to assure that the State of Connecticut will secure the "lowest responsible and qualified bidder" who has the ability, capacity, **and integrity** to successfully complete the Bid Proposal Form and the Work. Failure to comply with any portion of this requirement **may** cause **rejection** of the bid. **NOTE:** Individual Specification Sections **may** contain General Contractor and/or Subcontractor Qualification requirements that exceed those in this Section 00 45 15 Objective Criteria Established for Evaluating Qualifications of Bidders.

Anti-Discrimination and Anti-Harassment Requirements:

In accordance with the awarding authority's Policy, the awarding authority strictly prohibits discrimination, including sexual harassment and harassment based on all of the following legally protected classes: race; color; religious creed; age; marital status; national origin; ancestry; sex; pregnancy; sexual orientation; gender identity or expression; status as a victim of domestic violence; status as a victim of sexual assault or status as a victim of trafficking in persons; intellectual disability; physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; mental disability; or, veteran status. This prohibition applies to all construction projects administered by the awarding authority, and entities and individuals performing work on such projects. All contractors, subcontractors, and suppliers, as well as their officers, directors, shareholders, partners, employees, or other individuals associated with such entities, are expected to participate in these efforts to ensure that no discriminatory or harassing conduct occurs in connection with an awarding authority project. This is part of the meaning of a responsible contractor as a contractor with the integrity to ensure faithful performance of the work in a non-discriminatory manner.

The awarding authority will consider instances, of which we become aware, of **alleged** discriminatory behavior on the part of a Bidder, subcontractors or suppliers. This will include the conduct of such entities' officers, directors, shareholders, partners, and employees. Such discriminatory conduct can include instances of name-calling, racist jokes or comments, bullying, intimidation and harassment on the basis of the person being a member of the protected class. Instances of **proven** discriminatory conduct on the part of an entity or individual **may** result in The awarding authority not awarding a contract to a contractor, or require the substitution of a subcontractor or supplier.

In situations involving discriminatory conduct on the part of an officer, director, shareholder, partner or employee, the awarding authority will also consider, as part of the responsibility review, the actions taken by the contractor, subcontractor and supplier to address and mitigate the individual's conduct. The awarding authority will expect that the contractor, subcontractor, or supplier implement systematic monitoring and evaluation of the workplace to exclude such conduct. Regardless of where the discriminatory conduct occurs, if the contractor, subcontractor or supplier fails to address it, the contractor, subcontractor or supplier **shall not be** considered responsible or having the integrity necessary for the faithful performance of the work.

THE BIDDER MUST HAVE OR HAVE COMPLETED THE FOLLOWING:

1.1 DAS Prequalification Requirements:

For Bids **greater than One Million Dollars (\$1,000,000)**, Bidders shall upload to CTsource a valid **Department of Administrative Services (DAS) Prequalification Certificate** and **DAS Update Statement** **prior** to the date and time of the Bid Opening.

Failure to submit the **DAS Prequalification Certificate** and/or **DAS Update Statement** **prior** to the date and time of the Bid Opening **or within two (2) business days after** the opening of bids **shall** cause the bid to be **rejected** and **shall not** be considered a minor irregularity under **Connecticut General Statutes Section (C.G.S. §) 4b-95**.

1.2	Evaluation:
1.2.1	All Bidders shall upload to CTsource Section 00 45 14 General Contractor's Bidder Qualifications Statement <i>prior</i> to the date and time of the Bid Opening.
1.2.2	If applicable, the Three (3) Lowest Bidders shall submit Section 00 45 17 Named Subcontractor's Bidder Qualification Statement(s) to the awarding authority within ten (10) calendar days <i>after</i> receipt of the "Subcontractor Information Request".
1.2.3	The Bidder must demonstrate that the Bidder and, if applicable, its Named Subcontractors, meet the objective criteria for this specific project.
1.2.4	The responses to the Statement(s) must identify two (2) projects completed – single project contracts that have reached substantial completion, not aggregate projects – of commercial and/or institutional construction work (this includes compliance with general requirements) during the past five (5) years within the Cost Estimate Range stated in Section 00 11 16 Invitation to Bid for this project, and of the size and complexity of this project. Failure to identify to such projects shall result in rejection of the bid.
1.2.5	If the Bidder identifies two projects that meet the above criteria, the evaluation by the awarding authority shall be based on the performance record of the prospective Bidder as a general, prime contractor and its Named Subcontractors during the course of the two comparable projects, and not just the end result. The awarding authority will conduct the evaluation based on its interpretation of its objective criteria. Evaluation criteria shall include: Faithful and efficient performance; fulfillment of contract obligations; financial, managerial and technical abilities; and integrity and the absence of any conflicts of interest. Any one or all of the factors noted in this paragraph as well as in the other criteria set forth in this Section 00 45 15 may be grounds for the determination by the awarding authority, in its sole discretion, of the Bidder's responsibility and qualifications necessary for the faithful performance of the work required of this project.
1.3	References:
	Furnished references from architects, engineers or owners indicating that it has satisfactorily completed in a timely manner contract work for projects and provide explanations where delays have occurred. This information should cover work done over the past five years . Review of the awarding authority's projects shall be included in the evaluation of the bidder's qualifications and anticipated future performance.
1.4	Qualified Personnel:
1.4.1	Shown that it customarily employs or has on its payroll supervisory personnel, qualified to perform the work required for this project and to coordinate the work called for in the Bid Specifications.
1.4.2	If the project is for \$5 Million or more, submit the name, resume and references of the Construction Scheduler in accordance with the requirements called for in Section 01 32 16.13 Critical Path Method Schedules of the General Requirements.
1.5	Past Performance:
	Demonstrated a good track record of past performance on State or other projects relative to quantity, quality, timeliness, cost, cooperation and harmonious working relationships with subcontractors, suppliers and client agencies. The awarding authority will review the Bidder's past performance ratings prepared by the awarding authority or prepared as part of the DAS Contractor Prequalification Program. This review may focus on the comments relative to: Quality of Supervision, Adherence to Contract Documents, On Time Project Completion, Subcontractor performance, and the handling of Change Orders. Unacceptable ratings for several criteria shall be sufficient cause to deem a bidder not responsible.
1.6	Financial Responsibility:
	Shown that it is financially responsible to perform the work as bid. If requested, additional financial information shall be provided. Prompt and proper payments to its subcontractors and material suppliers is a critical factor to be considered by the awarding authority.
1.7	[Left Blank]

1.8	Equipment Requirements:
	Shown 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.
1.9	Materials and Suppliers:
	Purchased materials over the past three years from suppliers who customarily sell such materials in quantity to contractors.
1.10	Physical Facilities:
	Control of adequate physical facilities from which the work can be performed.
1.11	Compliance with Subcontractor Requirements:
	If applicable, demonstrated that on previous state projects the bidder complied in good faith with the requirements of listing subcontractors as outlined in C.G.S. Sections 4b-93 and 4b-95.
1.12	Threshold Building and Major Contractor Requirements:
	If applicable, demonstrated that all major subcontractors are in compliance with the provisions of C.G.S. Section 20-341gg, as revised, concerning licensure requirements to perform work on any structure that exceeds the threshold limits contained in C.G.S. Section 29-276b, as revised.
1.13	OSHA Requirements:
	Proven that the Bidder has not been found to be in violation of three or more willful or serious violations of Occupational Safety and Health Administration (OSHA) regulations in the past three years.
1.14	Criminal Convictions and Injuries or Death of Employees:
	Not received a criminal conviction related to the injury or death of any employee in the three-year period preceding the bid.
1.15	Legal or Administrative Proceedings:
	Listed all legal (court and/or arbitration) or administrative proceedings currently pending as well as any legal (court and/or arbitration) or administrative proceeding related to procurement or performance of any public or private construction contracts which has concluded adversely within the last three years.
1.16	Contract Performance and Surety:
	Identified any situations where: (1) the bidder failed to complete a construction contract; or (2) bonds were called during the past three years. If applicable, attach a sheet providing explanation including date(s) and location(s).
1.17	State Tax Requirements:
	Not been found to be in violation of any state tax requirements of the Connecticut Department of Revenue Services in the five (5) year period preceding the bid.
1.18	State and Federal Labor Requirements:
	Not been found to be in violation of any State or Federal labor laws as required through the Department of Labor including violations of prevailing wage laws in the five (5) year period preceding the bid.
1.19	Change Order Pricing and State Ethics:
	Been found to be in compliance with all statutory and regulatory requirements. This Item shall include, but not be limited to, any awarding authority determinations related to improper Change Order pricing relative to C.G.S. Section 1- 101nn of The State Ethics Statutes.

1.20 Internal Revenue Services (IRS) Requirements:

Not been found in violation of any of the **Internal Revenue Service Tax Requirements** regarding classification of employees and independent contractors in the five (5) year period preceding the bid.

1.21 Workers Compensation and Insurance Requirements:

Not been found to be in any violation of C.G.S. Section 31-288 relating to employee classification for purposes of Workers' Compensation insurance premiums in the five (5) year period preceding the bid.

1.22 Anti-Discrimination and Anti-Harassment Requirements:

1.22.1 Listed all claims of alleged harassment, including sexual harassment, and discriminatory conduct against a member of a legally protected class, asserted, filed or claimed against the Bidder, and to the best of the Bidder's knowledge and belief, against its proposed subcontractors and suppliers being utilized for this Project. For each such claim, described in sufficient detail the nature of the claim and its disposition. This includes claims against the Bidder's officers, directors, shareholders, partners and employees.

1.22.2 If any claim resulted in a finding or admission of discriminatory conduct on the part of an officer, director, shareholder, partner or employee:

Listed the actions taken by the Bidder or the applicable subcontractor and/or supplier to address and mitigate the individual's conduct, including actions that made it clear such conduct: (i) is not tolerated and will not occur in the future; (ii) will not negatively impact the performance of work on the project job site; and (iii) does not reflect the beliefs and culture of the Bidder, subcontractor, or supplier. The awarding authority will expect that the Bidder, subcontractor, and/or supplier implement systematic monitoring and evaluation of the workplace to exclude such conduct.

1.23 CHRO Contract Compliance Requirements:

(C.G.S. §§ 4a-60, 4a-60g, 46a-68b through 46a-68f, 46a-71(d), 46a-81i(d), as amended, and the Regulations of Connecticut State Agencies (R.C.S.A.) §§ 46a-68j-21 through 43)

1.23.1 Developed and implemented a successful CHRO Plan.

1.23.2 Developed an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive.

1.23.3 Submitted employment statistics contained in the "**Employment Information Form**" located within the Firm's **CTsource** account, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area. Follow the instructions in the "Supplier Registration and Portal User Guide" for CTsource, available for download from the CTsource home page: <https://portal.ct.gov/DAS/CTSource/CTSource>

1.23.4 Made good faith efforts to award not less than the percentage(s) stated on page 1 of Section 00 41 00 Bid Proposal Form to DAS-certified Small Business Enterprise (SBE) and/or Minority Business Enterprise (MBE) Subcontractors, in accordance with C.G.S. § 4a-60g. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

NOTE: The foregoing Item Numbers **1.13** and **1.14** are meant to comport with C.G.S. Section 31-57b.

End of Section 00 45 15
Objective Criteria Established for Evaluating Qualifications of Bidders

Named Subcontractor Bidder's Qualification Statement

Project Number:	25MIL23702
Project Name:	Camp Hartell CSMS Compressor Replacement
Project Location:	Windsor Locks, CT

General Instructions:

(THIS FORM HAS BEEN REORGANIZED; READ ALL SECTIONS CAREFULLY)

If the Bidder receives a “**Subcontractor Information Request**” from the awarding authority after the opening of bids:

- (1) NAMED SUBCONTRACTORS:** The Bidder must obtain a completed copy of **this Section 00 45 17 from every Named Subcontractor** listed in **Table 2.7** of their **Bid Proposal Form**.
- (2) SELF-PERFORMING BIDDER:** The Bidder must provide a completed copy of **this Section 00 45 17 for the Bidder** if the Bidder intends to **self-perform any portion** of the *Named Subcontractor Class(es) of Work* listed in **Table 2.7** of their **Bid Proposal Form**.
- (3) Email** completed copies of **this Section 00 45 17** to the awarding authority **within ten (10) Calendar Days after** receipt of the “**Subcontractor Information Request**”.
- (4) Note Regarding Completion of this Section:** If a question or request for information does not pertain to your organization in any way, use the symbol “N/A” (Not Applicable). If you need additional space to respond to a question, attach additional information on 8 ½” x 11” sheets **with your letterhead** as necessary and reference the specific subsection number.

PART 1: REQUIRED ATTACHMENTS

1.1 ATTACHMENT 1: Resumes Of All Supervisory Personnel:

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 **Named Subcontractor** bidder for a specific **Class of Work**. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

1.2 ATTACHMENT 2: Letters Of Reference from Trade Firms:

Trade References: Attach Letters of Reference from several firms with whom your organization has regular business dealings (attach separate sheets as necessary).

1.3 ATTACHMENT 3: List Of All Construction Projects Currently Under Contract:

List all construction projects your firm currently has under contract. Provide **all** of the information listed below. The awarding authority *may* reject a bid as **non-responsive** if the Bidder does not make **all** required pre-award submittals within the designated time period.

Include the following information for every project currently under contract:

1. Project Title,
2. Project Location,
3. Construction Start Date,
4. Construction Finish Date,
5. Scope of Work Performed By Your Firm,
6. Original Contract Amount,
7. Final Contract Amount,
8. Original Contract Duration (Calendar Days),
9. Final Contract Duration (Calendar Days),
10. Briefly describe any complaints about your Firm's quality control or construction management,
11. Owner,
12. Owner's Representative,
13. Owner's Representative Phone Number,
14. Design Firm,
15. Design Firm's Representative,
16. Design Firm's Representative Phone Number,
17. General Contractor (G.C.),
18. G.C.'s Representative,
19. G.C.'s Representative Phone Number.

PART 1: REQUIRED ATTACHMENTS (continued)

1.4 ATTACHMENT 4: List Of All Construction Projects Completed In The Past Five Years:

List all construction projects your firm has completed in the **past five years or list the ten projects** your firm has most recently completed. Provide **all** of the information listed below. The awarding authority *may* reject a bid as **non-responsive** if the Bidder does not make **all** required pre-award submittals within the designated time period.

Include the following information for every project listed:

1. Project Title,
2. Project Location,
3. Construction Start Date,
4. Construction Finish Date,
5. Scope of Work Performed By Your Firm,
6. Original Contract Amount,
7. Final Contract Amount,
8. Original Contract Duration (Calendar Days),
9. Final Contract Duration (Calendar Days),
10. Briefly describe any complaints about your Firm's quality control or construction management,
11. Owner,
12. Owner's Representative,
13. Owner's Representative Phone Number,
14. Design Firm,
15. Design Firm's Representative,
16. Design Firm's Representative Phone Number,
17. General Contractor (G.C.),
18. G.C.'s Representative,
19. G.C.'s Representative Phone Number.

PART 2: REQUIRED INFORMATION:

2.1 Subcontractor's Present Legal Name:

Enter the **complete legal name exactly** as it appears with the **Secretary of State registry**.

Name:

2.2 Subcontractor's Other Names:

Enter **all** other **names** by which this **Subcontractor** has been known and the **length of time** known by each name:

2.2.1:	Name:	<input type="text" value="Click or tap here to enter text."/>	Years:	<input type="text" value="Enter text."/>	Months:	<input type="text" value="Enter text."/>
2.2.2:	Name:	<input type="text" value="Click or tap here to enter text."/>	Years:	<input type="text" value="Enter text."/>	Months:	<input type="text" value="Enter text."/>
2.2.3:	Name:	<input type="text" value="Click or tap here to enter text."/>	Years:	<input type="text" value="Enter text."/>	Months:	<input type="text" value="Enter text."/>
2.2.4:	Name:	<input type="text" value="Click or tap here to enter text."/>	Years:	<input type="text" value="Enter text."/>	Months:	<input type="text" value="Enter text."/>
2.2.5:	Name:	<input type="text" value="Click or tap here to enter text."/>	Years:	<input type="text" value="Enter text."/>	Months:	<input type="text" value="Enter text."/>

2.3 Secretary of State Certification:

Check the applicable box and enter this **Subcontractor's** year of Certification with the Connecticut Secretary of State:

Corporation	<input type="checkbox"/>	Certification Year:	<input type="text" value="Click or tap here to enter text."/>
Partnership	<input type="checkbox"/>	Certification Year:	<input type="text" value="Click or tap here to enter text."/>
Sole Proprietorship	<input type="checkbox"/>	Certification Year:	<input type="text" value="Click or tap here to enter text."/>
Limited Liability Company (LLC)	<input type="checkbox"/>	Certification Year:	<input type="text" value="Click or tap here to enter text."/>
Other:	<input type="checkbox"/>	Certification Year:	<input type="text" value="Click or tap here to enter text."/>

2.4 Years in Business:

How many years has this **Subcontractor** been in business under its **Present Legal Name**?

Years:

PART 2: REQUIRED INFORMATION (continued):

2.5 Named Subcontractor Class of Work:

- Select the applicable “**Named Subcontractor Class of Work**” for this **Subcontractor**.
- **FOR NAMED SUBCONTRACTOR WORK GREATER THAN \$1,000,000:**
 - Check **YES** if your Firm has the applicable **current (not expired) DAS Prequalification Certificate** and **Update Statement** or **NO** if it does not.
 - **NOTE:** If **YES**, the applicable **DAS Prequalification Certificate** and **Update Statement** *should* have been provided as part of Attachment 3 of the Bid Proposal Form.

Named Subcontractor Class of Work:		For Named Subcontractor Work GREATER Than \$1,000,000: Does your Firm have the applicable DAS Prequalification Certificate and Update Statement?		
2.5.1:	<input type="checkbox"/> Electrical:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
2.5.2:	<input type="checkbox"/> HVAC:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
2.5.3:	<input type="checkbox"/> Masonry:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
2.5.4:	<input type="checkbox"/> Plumbing:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
2.5.5:	<input type="checkbox"/> Environmental Remediation:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
2.5.6:	<input type="checkbox"/> Hazardous Materials Abatement:	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A

2.6 Years in Business For This Class of Work:

How many years has the **Subcontractor** been in business as a Subcontractor for this **Class of Work**?
Years:

2.7 Sub-Trades Performed With Own Employees:

List all sub-trades which your firm customarily performs with own employees – **this table must be completed for electrical and plumbing trades for all projects.**

	Trade Name	License Holder Name	Connecticut D.C.P. License No. Format: Prefix - Number - Suffix
2.7.1:	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>
2.7.2:	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>
2.7.3:	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>
2.7.4:	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>
2.7.5:	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click or tap here to enter text."/>

2.8 Other Types of Trade Work:

If the **Subcontractor** has not always been a Subcontractor for this **Class of Work**, then list the trade(s) that the Firm customarily performed prior to the time that the Firm became a Subcontractor in this **Class of Work**:

- 2.8.1:
- 2.8.2:
- 2.8.3:

2.9 Failure to Complete Contract(s):

List and explain if your Firm has ever failed to complete a contract or if any officer or partner of your Firm has ever been an officer or partner of another organization that failed to complete a contract. Indicate below the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

☐ Not Applicable

List and Explain:

PART 2: REQUIRED INFORMATION (continued):

2.10 Legal or Administrative Proceedings / Judicial or Administrative Sanctions:

List and explain all legal or administrative proceedings against your Firm or any officers, principals, partners, members, or employees of the organization currently pending or concluded adversely within the last five years and any judicial or administrative sanctions that are still in effect against such organization, and any of its officers, principals, partners, members, or employees which relate to procurement or performance of any public or private construction contracts. (Exclude Occupational Safety and Health Act [OSHA] violations which are called for elsewhere in this statement). Add attachments as necessary.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.11 Willful or Serious Violations:

List and explain all willful or serious violations your Firm has had of any OSHA or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. 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. Add attachments as necessary.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.12 Criminal Convictions:

List and explain any criminal convictions your Firm has had related to the injury or death of any employee in the three-year period preceding the bid. Add attachments as necessary.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.13 Anti-Discrimination and Anti-Harassment Claims:

List all claims of alleged harassment or discriminatory conduct asserted, filed or claimed against your Firm, and to the best of the Firm's knowledge and belief, against its proposed subcontractors and suppliers being utilized for this Project. For each such claim, describe in sufficient detail the nature of the claim and its disposition. This includes claims against the Firm's officers, directors, shareholders, partners and employees.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.13.1 Actions Taken:

If any claim resulted in a finding or admission of discriminatory conduct on the part of an officer, director, shareholder, partner or employee, list the actions taken by your Firm or the applicable subcontractor and/or supplier to address and mitigate the individual's conduct, including actions that made it clear such conduct: (i) is not tolerated and will not occur in the future; (ii) will not negatively impact the performance of work on the project job site; and (iii) does not reflect the beliefs and culture of the contractor, subcontractor, or supplier. The awarding authority will expect that your Firm, subcontractor, and/or supplier implement systematic monitoring and evaluation of the workplace to exclude such conduct.

☐ Not Applicable

List and Explain: [Click or tap here to enter text.](#)

2.14 Employee Information for CHRO:

Ensure that your Firm's employment statistics have been submitted in **CTsource**.

CTsource Instructions: 1. Log in to CTsource (<https://portal.ct.gov/DAS/CTSource/Login>). 2. Under your name at the top right, select **"My Account"**. 3. Select **"Account Management"** on the left side. 4. Select **"State of Connecticut"**. 5. Select **"Additional Required Attributes"**. 6. Complete each section as indicated, including **"Employee Information for State of Connecticut, Commission on Human Rights and Opportunities (CHRO)"**.

PART 2: REQUIRED INFORMATION (continued):

2.15 Signature

Dated at

Click or tap here to enter text.

Signed this

Enter text.

day of

Enter text.

, 20

Enter text.

Name of Firm:

Click or tap here to enter text.

Firm Address:

Click or tap here to enter text.

Click or tap here to enter text.

Signature:

Print or Type Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

2.16 Notary Statement

Mr./Mrs./Ms.

being duly sworn

deposes and says that he/she is the

of

(Position or Title)

, and that the answers to the foregoing

(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this

day of

, 20

Notary Public

My Commission Expires

, 20

End of Section 00 45 17

Named Subcontractor Bidder's Qualification Statement

Named Subcontractor Signature Page

NAMED SUBCONTRACTOR(S) SIGNATURES:

In accordance with Connecticut General Statutes (C.G.S.) Sections (§§) 4a-60g(d) and 4b-95(b)(3), as amended by Public Act 25-168 and effective October 1, 2025, the Bidder shall provide a signed statement from each Named Subcontractor stating that the Named Subcontractor has communicated directly with the Bidder about the work to be performed on such contract.

See Table 2.7 of Section 00 41 00 Bid Proposal Form for applicability.

GENERAL INSTRUCTIONS:

INSTRUCTIONS TO BIDDERS: IF APPLICABLE TO THE PROJECT:

1. The Bidder must obtain and provide a **signed statement** from **each Named Subcontractor** listed in **Table 2.7 of Section 00 41 00 Bid Proposal Form for the Project listed below**.
2. The Bidder must **upload all** signed statements from all Named Subcontractors to the solicitation on CTsource **prior** to the date and time of the Bid Opening.
3. **Failure** of a Bidder to upload signed statements from each Named Subcontractor listed in Table 2.7 of this Project's Bid Proposal Form to the solicitation on CTsource prior to the date and time of the Bid Opening or to submit signed statements within two (2) business days after the Bid Opening shall cause **rejection** of the bid and shall **not** be considered a minor irregularity under C.G.S. § 4b-95.

INSTRUCTIONS TO EACH NAMED SUBCONTRACTOR:

1. The Named Subcontractor must enter the **firm name of the Bidder** with whom they communicated **about the Project listed below**.
2. The Named Subcontractor **must sign below**, and enter their title, name, date, and firm name. By signing below, the Named Subcontractor is indicating that they have communicated directly with the Bidder about the work to be performed on the project listed below.

Project Title:

Camp Hartell CSMS Compressor Replacement

Project Number:

25MIL23702

Firm Name of
Bidder (General Contractor):

(Print Bidder/General Contractor's Firm Name)

Signature of Named
Subcontractor:

(Duly Authorized Signature)

(Title)

(Print Name)

(Date)

(Print Named Subcontractor's Firm Name)

End of Section 00 45 20 Named Subcontractor Signature Page

Contract

Connecticut Military Department • Procurement Department

Contract For:	25MIL23702 Camp Hartell CSMS Compressor Replacement Windsor Locks, CT
Project Description: <small>(01 11 00 Summary of Work, 1.3(E)(1))</small>	Remove existing septic system and provide a new connection to the Camp sewer; testing and abatement of hazardous material; gut demolition of the interior, including all finishes and equipment, salvage and relocate a walk-in cooler; insulate the existing envelope as required by Code; provide new front door and exterior windows in existing masonry openings and modify existing siding as required; Installation of new partitions, finishes including flooring and ceilings; new lighting and lighting controls; installation of new electrical and data distribution; new AV equipment, replace HVAC to accommodate new layout (all electric); new fire alarm system; modification of existing water, electrical and sanitary services.

Dated as of	<input type="text"/>	by and between the State of Connecticut Military Department
	<small>(Month, Day, Year)</small>	
(herein called the "State") acting herein by its Commissioner, Military Department under the provisions of the Connecticut General Statutes (C.G.S.) Sections 27- 20(g), 4b-51(4), 4b-52(a) and (b), as revised, and		
	<input type="text"/>	(herein called the "Contractor").
	<small>(Click or tap here to enter text.)</small>	<small>(Print Name of Contractor)</small>

The State and the Contractor in consideration of the hereinafter contained mutual promises and covenants, do hereby agree as follows:

1. CONTRACT AND CONTRACT DOCUMENTS:

The **Invitation for Bids**, the enumerated **Plans**, the **Specifications** and **Amendments** thereto, the **Addenda**, the **Bid Proposal** as accepted by the Adjutant General, Military Department, **Order of Award**, which Order is made a part of this **Contract**, the **General Conditions**, the **Supplementary Conditions**, the **General Requirements**, the **Contract** and the **Bonds** shall form part of this **Contract** and the **provisions** thereof shall be as binding upon the parties as if they were fully set forth herein. The tables of contents, titles, headings, running headlines and marginal notes contained herein and in said Documents, are solely to facilitate to various provisions of the Contract Documents and in no way affect, limit, or cast light upon the interpretations of the provisions to which they refer. Whenever the term "**Contract Documents**" is used, it shall mean and include this **Contract**, the **Invitation for Bids**, the enumerated **Plans**, **Specifications** and **Amendments** thereto, the **Addenda**, the **Bid Proposal** as accepted by the Commissioner, Department of Administrative Services, the **General Conditions**, the **General Requirements**, the **Bonds**, the **Instructions to Bidders**, the **Wage Scales**, the **Supplementary Conditions**, and the **Insurance Certificates**.

2. SCOPE OF THE WORK:

The Contractor shall furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the work contemplated by this Contract as required by and in strict accordance with applicable Plans, Specifications and Amendments thereto, and Addenda (hereinafter enumerated), and as required by and in strict accordance with such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract.

CoreCT No.: 25MIL23801

3. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA:

The following is an enumeration of the Plans, Specifications, and Addenda to the Invitation to Bid:

Prepared By:	Kohler Ronan, LLC 93 Lake Avenue, 3rd Floor Danbury, CT 06810 <i>(Print Name of Architect/Engineer Firm)</i>
Plans and Specifications:	March 6, 2026
Addenda to the Invitation to Bid:	Click or tap here to enter text.

4. COMPENSATION TO BE PAID THE CONTRACTOR

The State will pay and the Contractor will accept in full consideration for the performance of the Contractor's obligation hereunder the sum of:		
Click or tap here to enter text.	Dollars and 00/100 (\$	Click here.)

5. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

Antitrust Provision.

The Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that the Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statutes §35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties. For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum."

Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the 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 any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, 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 this 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 State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (i) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Access to Contract and State Data.

The Contractor shall provide to the Agency access to any data, as defined in Connecticut General Statutes §4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

Forum And Choice Of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Sovereign Immunity.

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

Campaign Contribution Restriction.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

Executive Orders And Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" includes, but is not 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;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "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;
- ix. "minority business enterprise" means any small contractor (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and
- x. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, 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; and the Contractor further agrees to take affirmative action to ensure 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, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f; and 46a-86, and (5) the Contractor agrees to provide the Commission 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 Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) 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; the timing and value of bids; 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.

- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State, and in every subcontract entered into in order to fulfill any obligation of a public works contract, 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 Connecticut General Statutes §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.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) Pursuant to subsection (c) of Section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:



Iran Energy Investment Certification.

(a) Pursuant to Section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

Consulting Agreement Representation.

Pursuant to Section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official?

☐

YES

☐

NO

If YES:

Name of Former State Agency

Termination Date of Employment

Large State Contract Representation for Contractor.

Pursuant to Section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

Large State Contract Representation for Official or Employee of State Agency.

Pursuant to Section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

Anti-Harassment and Discrimination.

This contract is subject to the provisions of the Department of Administrative Services' Anti-Harassment and Discrimination Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy (a copy of the Policy is available on the DAS website). The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

Compliance with Consumer Data Privacy and Online Monitoring.

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

The Commissioner, Military Department for and on behalf of the State of Connecticut, and the Contractor have executed this contract on the day and year first written.

State Of Connecticut: By: <input type="text"/> <i>(Signature)</i> Print Name: <input type="text" value="Francis J. Evon Jr."/> Its: <input type="text" value="Major General, The Adjutant General"/> <input type="text" value="Military Department"/> Date Signed: <input type="text"/> Office of the Attorney General: Approved as to form: By: <input type="text" value="MOU Fully Executed 9/19/2025"/> <input type="text" value="CORE-CT CONTRACT 25MIL2030AGO"/> <i>(Name, Signature, Date)</i> Its: <input type="text" value="Attorney General /"/> <input type="text" value="Assistant Deputy Attorney General /"/> <input type="text" value="Associate Attorney General /"/> <input type="text" value="Assistant Attorney General"/>	Contractor: Firm Name: <input type="text"/> By: <input type="text"/> <i>(Signature)</i> Print Name: <input type="text"/> Its: <input type="text"/> , Duly Authorized Date Signed: <input type="text"/>
--	--

End of Section 00 52 03
Contract

Subcontract Agreement Form

In accordance with the requirements of the Connecticut General Statutes Section (C.G.S. §) 4b-96, the Contractor selected for the Contract shall provide to each of its listed or substituted **Named Subcontractors** the relevant subcontract, along with a notice setting forth the time limit for execution of such subcontract. The Contractor selected for the Contract shall file with the awarding authority an executed copy of each subcontract within ten (10) days (Saturdays, Sundays and legal holidays excluded) of presentation of the subcontract to each subcontractor. Each subcontract shall include at least the provisions set forth in the **Subcontract** form found in C.G.S. §4b-96 and shall follow the order of this **Subcontract Agreement Form**.

C.G.S. §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:

(See page 2 and page 3)

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 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.

Subcontractor			
<div style="border: 1px solid black; height: 150px; margin: 0 auto; width: 200px;"></div> <p style="text-align: center; margin-top: 5px;">SEAL</p>	<div style="border: 1px solid black; height: 25px; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">Subcontractor</p> <p>By: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 330px;"></div></p> <p style="text-align: center; margin-top: 5px;"><i>(Print Name)</i></p> <p>Its: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 330px;"></div></p> <p style="text-align: center; margin-top: 5px;">Duly Authorized</p>	<div style="border: 1px solid black; height: 25px; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">Subcontractor Signature</p>	
ATTEST: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 315px;"></div>		<div style="border: 1px solid black; height: 25px; display: inline-block; width: 330px;"></div>	
<i>(Signature)</i>		<i>(Subcontractor Signature)</i>	
Date: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 315px;"></div>	Date: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 330px;"></div>		
Contractor			
<div style="border: 1px solid black; height: 150px; margin: 0 auto; width: 200px;"></div> <p style="text-align: center; margin-top: 5px;">SEAL</p>	<div style="border: 1px solid black; height: 25px; margin-bottom: 5px;"></div> <p style="text-align: center; margin: 0;">Contractor</p> <p>By: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 330px;"></div></p> <p style="text-align: center; margin-top: 5px;"><i>(Print Name)</i></p> <p>Its: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 330px;"></div></p> <p style="text-align: center; margin-top: 5px;">Duly Authorized</p>	<div style="border: 1px solid black; height: 25px; display: inline-block; width: 330px;"></div> <p style="text-align: center; margin: 0;">Contractor Signature</p>	
ATTEST: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 315px;"></div>		<div style="border: 1px solid black; height: 25px; display: inline-block; width: 330px;"></div>	
<i>(Signature)</i>		<i>(Contractor Signature)</i>	
Date: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 315px;"></div>	Date: <div style="border: 1px solid black; height: 25px; display: inline-block; width: 330px;"></div>		

**End of Section 00 52 73
Subcontract Agreement Form**

Certificate of Insurance [Sample Only]

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:				
INSURED Contractor's Legal Name and Address		INSURER(S) AFFORDING COVERAGE		NAIC #		
		INSURER A:				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
INSURER F:						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		Policy Number must be provided	Policy Effective Date must be provided	Policy Expiration Date must be provided	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		Policy Number must be provided	Policy Effective Date must be provided	Policy Expiration Date must be provided	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AGGREGATE \$
<input type="checkbox"/>	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$		Policy Number must be provided	Policy Effective Date must be provided	Policy Expiration Date must be provided	EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Policy Number must be provided	Policy Effective Date must be provided	Policy Expiration Date must be provided	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<input type="checkbox"/>	Owner's and Contractor's Protective Liability Builder's Risk (include here when applicable)					Bodily Injury or Death (per occ.) Total \$ 1,000,000 Property Damages Total (aggregate) \$ 2,000,000 Completed Value
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
Indicate Project Number and Title here						
The State of Connecticut is an Additional Insured with respect to General Liability and Umbrella/Excess Liability Insurance coverage.						
If Builder's Risk and/or Inland Marine/Transit Insurance is required then the State is endorsed as a Loss Payee.						
CERTIFICATE HOLDER			CANCELLATION			
State of Connecticut Department of Administrative Services, Construction Services Office of Legal Affairs, Policy and Procurement 450 Columbus Boulevard, Suite 1302 Hartford, CT 06103-1838			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE Agent of Producer			
© 1988-2010 ACORD CORPORATION. All rights reserved.						
ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD						

****Certificate Holder: (Project ID & Name) CT Military Department, 360 Broad Street, Hartford, CT 06105****

End of Section 00 62 16
Certificate of Insurance (Sample)

Asbestos Abatement Liability Insurance

If insurance coverages required per Section 00 41 00, BID PROPOSAL FORM

2.9 Insurance Coverages:

2.9.9 Contractor's Pollution Liability Insurance (including Errors and Omissions):

Contractor shall provide Asbestos Abatement Liability insurance **with limits of no less than \$1,000,000.00 per occurrence**. Such insurance shall include all operations associated with hazardous materials removal and shall be written on an **occurrence basis form**. The State of Connecticut shall be named as an Additional Insured.

Asbestos abatement coverage may alternatively be provided under a Commercial General Liability policy provided the policy is specifically endorsed to provide asbestos abatement coverage.

End of Section 00 62 16.1
Asbestos Attachment To Accord Form

State of Connecticut
Department of Administrative Services (DAS)
SBE/MBE Certificate Requirements
for Projects with Estimated Construction Costs Less Than or Equal to \$1,000,000

1.0 DAS SBE/MBE Certificate		
1.1	Requirements:	
1.1.1		<p>For Projects with estimated construction costs LESS than or equal to \$1,000,000, all Bidders must be currently certified by the Connecticut Department of Administrative Services (DAS) as a “Small Business Enterprise” (SBE) Firm or a “Minority Business Enterprise” (MBE) Firm and must upload a copy of their Firm’s current (not expired) DAS SBE or MBE Certificate to the solicitation on CTsource with their other Bid Documents <i>prior</i> to the date and time of the Bid Opening.</p> <p>The DAS SBE/MBE Certificate must be issued by the DAS SBE/MBE Program and must be current (not expired) at the time of the Bid Opening.</p>
1.2	Instructions:	
1.2.1		<p>To find your DAS SBE/MBE Certificate, go to the DAS SBE/MBE webpage and click on the link for “Search our Small and Minority Business (S/MBE) Directory”:</p> <p>https://portal.ct.gov/das/procurement-programs-and-services/small-and-minority-businesses?language=en_US</p>
1.2.2		<p>Upload your DAS SBE/MBE Certificate to the solicitation on CTsource with your other Bid Documents <i>prior</i> to the date and time of the Bid Opening.</p>
1.2.3		<p>If you have any questions regarding your certificate, email the DAS SBE/MBE Program at DAS-DLSupplierDiversity@ct.gov.</p>

End of Section 00 62 39
SBE/MBE Certificate Requirements

**General Conditions of the Contract for Construction
For Design-Bid-Build
Connecticut Military Department**

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**ARTICLE 1
DEFINITIONS**

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

1.1 ACCEPTANCE: The Owner's acknowledgement of the Work from the Contractor upon certification by the Construction Administrator and Architect or Engineer that all Work has been completed.

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

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

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

1.5 ARCHITECT OR ENGINEER: A sole proprietor, partnership, firm, corporation or other business organization under Contract with the Owner, commissioned to prepare Contract Drawings and Specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Construction Administrator.

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

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

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

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

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

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

1.12 BID SECURITY: Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded the Contract, will execute such Contract in accordance with the requirements of the Bidding Documents.

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

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

1.15 CERTIFICATE OF ACCEPTANCE: A document issued by the Owner to the Contractor stating that all Work specified in the Certificate of Acceptance has been completed and accepted by the Owner.

1.16 CERTIFICATE OF COMPLIANCE: A document stating that for the portion of the Project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes.

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

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

- 1.18.1 that the Work, or a designated portion thereof, is determined to be Substantially Complete;
- 1.18.2 the date of Substantial Completion;
- 1.18.3 the responsibilities of the Owner and the Contractor for security maintenance, heat, utilities, damage to the Work and insurance; and
- 1.18.4 the time within which the Contractor shall complete the remaining Work.

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

1.20 COMMISSIONER: The State of Connecticut, Department of Construction Services (CT DCS) Commissioner acting directly or through specifically authorized CT DCS personnel or agent(s) having authority to perform duties defined in Article 25.

1.21 COMMISSIONING AGENT (CxA): An independent entity under contract directly with the Owner or Owner's Representative responsible for performing the specified commissioning procedures.

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

1.23 CONSTRUCTION CHANGE DIRECTIVE: A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both. Any Construction Change Directive effecting an adjustment to the Contract Sum or Contract Time shall result in a Change Order.

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

1.25 CONTRACTOR OR GENERAL CONTRACTOR: A sole proprietor, partnership, firm or Corporation, under direct Contract with the Department of Construction Services, responsible for performing the Work under the Contract Documents. Whenever the words "Contractor" or "General Contractor" are used it shall be understood to mean Contractor.

1.26 CONTRACTOR PARTIES: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

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

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

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

1.30 CONTRACT TIME: The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all Working Days and Non-Working Days as further defined herein and specified in the Contract Documents.

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

1.32 MILITARY DEPARTMENT (MIL) PROJECT MANAGER: The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

1.33 DIESEL VEHICLE EMISSIONS CONTROL: The reduction of air pollution emissions from diesel powered vehicles through the use of diesel engine emission control technologies.

1.34 EQUAL(S): Any deviation from the Specification which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the first listed manufacturer or first listed procedure specified after review by the Architect/Engineer, and may be rejected or approved at the sole discretion of the Owner. All equals must be substantially equivalent to the first manufacturer or first procedure listed in the Specifications with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, rating, and cost. The equal does not constitute a modification in the scope of Work, the Schedule, or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.35 FINAL INSPECTION: Review of the Work by the Architect or Engineer and Owner to determine whether Acceptance has been achieved.

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

1.37 GENERAL CONDITIONS: The General Conditions of the Contract for Construction, part of Division 00 of the Specifications.

1.38 GENERAL REQUIREMENTS: That part of the Contract Documents entitled General Requirements, which is Division 01 of the Specifications.

1.39 GUARANTEE: See Warranty.

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

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

1.42 MOBILE SOURCE: 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.

1.43 NON-WORKING DAYS: All Saturdays, Sundays, Legal State Holidays (12), and any other Days identified in the Contract Documents that the Contractor is not permitted to execute the Work. The restriction of Non-Working Days may be suspended upon the approval or direction of the Commissioner.

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

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

1.46 OWNER OR DEPARTMENT: The State of Connecticut, Department of Construction Services acting through its Commissioner or specifically authorized Department personnel or agent.

1.47 OVERHEAD: Indirect costs including: supervision (any position over the foreman), field and home office expense, insurance, and small tools and consumables.

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

1.49 PERFORMANCE BOND OR SURETY BOND: A bond in which the Contractor and the Contractor's surety guarantee to the Owner that the Work will be performed in accordance with the Contract Documents, as required by Connecticut General Statutes Section 49-41.

1.50 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.

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

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

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

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

1.55 RECORDS: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.56 RETAINAGE: A percentage of each Application for Payment and a percentage of the total Contract Sum retained by the Owner.

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

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

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

1.60 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.

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

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

1.63 SUBCONTRACTOR: A sole proprietor, partnership, corporation or other business organization under direct Contract with the Contractor supplying labor and/or materials for the Work at the site of the Project.

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

1.65 SUBSTANTIAL COMPLETION: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents.

1.66 SUBSTITUTION: Any deviation from the specified requirements, which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is not recognized or accepted as equal to the first manufacturer or procedure listed in the Specification after review by the Architect/Engineer, and may be rejected or approved by the Owner. The Substitution is not equal to the specified requirement in comparison to the first manufacturer or first procedure listed in the Specifications in one or more of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, cost, and rating. The Substitution constitutes a modification in the scope of Work, the Schedule, or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

1.67 SUPERINTENDENT: The Contractor's representative at the site who is responsible for continuous field supervision, coordination, in, completion of the Work, and, unless another person is designated in writing by the Contractor to the Owner and the Construction Administrator, for the prevention of accidents.

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

1.69 SUPPLEMENTARY CONDITIONS: An extension in the Bid to be added to the amount of the Base Bid if the corresponding Work, as described in the Bidding Documents, is accepted.

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

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

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

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

1.74 WORK PHASE: Construction of the Project by sequence or time intervals, which may include but not be limited to separate Construction Start Dates, Substantial Completion Dates, Application for Payments, Change Orders, Liquidated Damages, Retainage, and Subcontractors for each Work Phase.

ARTICLE 2 **CONDITIONS OF WORK**

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

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

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

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

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

2.6 All Communications from the Contractor concerning proposed changes to the Contract Sum, Contract Time, or Work shall be in writing.

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

ARTICLE 3 **CORRELATION OF CONTRACT DOCUMENTS**

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

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

3.1.2 The Supplementary Conditions take precedence over the General Conditions.

3.1.3 The General Conditions take precedence over the General Requirements.

3.1.4 The Specifications shall take precedence over the Plans.

3.1.5 Stated dimensions shall take precedence over scaled dimensions.

3.1.6 Large-scale detail Drawings shall take precedence over small-scale Drawings.

3.1.7 The Schedules contained in the Contract Documents shall take precedence over other data on the Plans.

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

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

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

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

3.6 In accordance with C.G.S. Section 4a-1, wherever the term "Commissioner of Construction Services" is used in the "Bidding Documents" or "Project Manual" the term "Commissioner/The Adjutant General of the Military Department" shall be substituted in lieu thereof; and wherever the term "Department of Construction Services" is used in "Bidding Documents" or "Project Manual", the term "Military Department" shall be substituted in lieu thereof.

ARTICLE 4 **COMMENCEMENT AND PROGRESS OF WORK**

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

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

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

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

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

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

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

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

4.9 The Contractor shall employ a competent project manager who shall represent the Contractor. Communications given to the project manager shall be binding as if given to the Contractor. The project manager will be employed full time on the Project and be located and assigned to the Project site during and for the duration of the Work.

4.10 The Contractor shall employ a competent Superintendent and necessary assistants who will be in attendance at the project site during the performance of the Work.

4.11 Upon execution of the Contract, materials may be purchased. No material escalation costs will be valid or compensable unless the Owner directs, in writing, a delay in the procurement.

ARTICLE 5

SUBMITTALS, PRODUCT DATA, SHOP DRAWINGS AND SAMPLES

5.1 Contractor shall review, approve, and submit to the Construction Administrator all Submittals including but not limited to, product data, Shop Drawings, and samples, with such promptness as to cause no delay in the Work.

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

5.3 No Work governed by such Shop Drawings, Schedules or samples shall be fabricated, delivered or installed until approved by the Architect or Engineer.

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

ARTICLE 6

SEPARATE CONTRACTS

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

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

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

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

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

ARTICLE 7
COOPERATION OF TRADES

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

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

ARTICLE 8
DAMAGES

8.1 The Liquidated Damages, provided in the Bidding Documents, will be assessed at two distinct times, as follows:

8.1.1 Liquidated Damages – Substantial Completion:

If the Contractor fails to achieve Substantial Completion of the Work by the Substantial Completion Date, and such delay is not otherwise excused under this Contract, then the Contractor agrees to pay to the Owner Liquidated Damages for the dollar amount specified in the Bid Proposal Form for this Project, for each Day beyond Substantial Completion that the Contractor fails to achieve Substantial Completion. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the neglect, failure, or refusal of the Contractor 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 Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph 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 Contract, or in pursuing any relief pursuant to such provision:

- .1 the parties do not intend to set a price for the privilege not to perform;
- .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
- .3 the remedies available to the Owner under this Agreement are cumulative and not exclusive.

8.1.2 Liquidated Damages – Acceptance:

If the Contractor fails to complete all of the Work required for Acceptance of the Work within ninety (90) Days of Substantial Completion then the Contractor agrees to pay to the Owner Liquidated Damages for the dollar amount specified in the Bid Proposal Form for each Day in excess of ninety (90) Days beyond the Substantial Completion Date that the Contractor fails achieve Acceptance. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the failure of the Contractor to complete all of the Work required for Acceptance within ninety (90) Days of the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph 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 Contract, or in pursuing any relief pursuant to such provision:

- .1 the parties do not intend to set a price for the privilege not to perform;
- .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
- .3 the remedies available to the Owner under this Agreement are cumulative and not exclusive.

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

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

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

ARTICLE 9
MINIMUM WAGE RATES

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

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person 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 persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday."

9.2 Each Contractor who is awarded a Contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages." No wage adjustment will be made to the Contract for any wage increase under this Article.

ARTICLE 10
POSTING MINIMUM WAGE RATES

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

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

ARTICLE 11
CONSTRUCTION SCHEDULES

11.1 Unless otherwise specified in the Contract Documents, within twenty-one (21) Days from the Contract Start Date, the Contractor shall submit the following to the Owner for approval:

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

11.1.2 The Contractor shall allow a minimum of 14 Days for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the Contractor shall allow a minimum of eight weeks for testing and Acceptance of the Work by the Owner.

11.1.3 When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner and/or Construction Administrator with as many activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The Contractor shall show all pertinent activities requiring coordination between trades.

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

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

11.3 Overtime, increased manpower, and additional shifts: If ordered by the Owner in writing, the Contractor shall work overtime, and/or add additional manpower and/or shifts:

11.3.1 If the Contractor is not behind Schedule, the Owner will pay the Contractor the actual additional premium portion of the wages for overtime or additional shift work not included in the Contract price, but the Contractor shall not be entitled to Overhead and Profit.

11.3.2 If the Contractor, through its sole or partial fault or neglect is behind Schedule, the Owner may order the Contractor, at the Contractor's expense, to increase its manpower or to work any overtime or additional shifts or take other action necessary to expedite the Work to meet the Project Schedule.

11.3.3 If the Schedule is shown to be more than 21 Days behind in any critical activity, overtime, increase manpower and/or additional shifts shall be implemented immediately regardless of who is at fault. A disagreement over the cause of the impact will not relieve the Contractor from the obligation of complying with this Article. Once liability for the impact is determined, compensation will be determined in accordance with 11.3.1 or 11.3.2.

11.3.4 The Owner reserves the right to suspend activity under Paragraph 11.3. Suspension shall be in writing and at the sole discretion of the Commissioner.

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

ARTICLE 12 **PREFERENCE IN EMPLOYMENT**

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

12.2 Should this Contract be for a public works project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will be given to residents of the state who are, and continuously for at least six (6) months prior to the date hereof have been residents of this State, and if no such person is available then to residents of other states.

12.3 The provisions of this Article shall not apply where the state or any 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 Article or regulations related thereto.

ARTICLE 13 **COMPENSATION FOR CHANGES IN THE WORK**

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

13.2 Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 25. Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the Contractor shall proceed with the Work when and as directed.

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

13.4 The Contractor shall not be entitled to an extension of time if in the opinion of the Owner the Additional Work in conjunction with the Work can be performed without impact on the Contract Time.

13.5 The Contractor may request, and the Owner may grant additional Contract Time when, in the opinion of the Owner, the Contractor has demonstrated that the Additional Work cannot be performed in conjunction with the Work without impact on the original Substantial Completion and/or Acceptance (if applicable) date.

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

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

13.6.1.1 Unit Price: As stated in the Contract Documents.

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

13.6.1.3 Lump Sum: Agreed upon sum by the Owner and the Contractor. The Owner may rely on costs, prices, and documentation provided by the Contractor or Subcontractor in agreeing to a Lump Sum. If the Owner believes that additional information is necessary to substantiate the accuracy of the cost, the Owner reserves the right to request and receive additional information from the Contractor. The Lump Sum must be based upon the following itemized costs:

13.6.1.3.1 Labor: (Contractor's or Subcontractor's own forces) No Change Order Proposal shall be negotiated if the request is solely for the increased labor rate over those originally carried by the Contractor in its original bid. Additional foreman hours shall not be included unless additional crews are added and/or a compensable time extension is granted. Project Executive time shall not be included as a direct cost as it is part of the overhead mark-up allowed. Project manager hours shall not be included unless a compensable time extension is granted.

13.6.1.3.2 Material: (Actual cost to the Contractor or Subcontractor) Cost shall not be based upon list pricing unless it reflects the actual prices being paid and no discounts or other offsets are being received by the Contractor or Subcontractor. No Change Order Proposal shall be negotiated if the request is solely for the escalation of material prices over those originally carried by the Contractor in its original bid.

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

13.6.1.3.3.1 Workers Compensation.

13.6.1.3.3.2 Federal Social Security.

13.6.1.3.3.3 Connecticut Unemployment Compensation.

13.6.1.3.3.4 Fringe Benefits.

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

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

13.6.1.6 Small Tools:

Include items such as shovels, picks, rakes, ladders, and power tools which are expected to be utilized on a project. Trade related equipment, hand tools, and power tools normally supplied with the labor or are normally expected to be owned in the performance of the typical work for a trade are not compensable. These costs shall not be approved as part of the Direct Cost of a Change Order as they are included in the Contractor's overhead mark-up percentage.

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

13.6.2.1 Contractor's mark-up for Work performed by its own forces:

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

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

13.6.3.1 Contractor's mark-up for Work performed by its Subcontractor's forces and not allowable for any subsidiary in which the Contractor has a majority ownership:

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

13.6.4 OVERHEAD AND PROFIT PERCENTAGES: (Maximum allowable percentages applied to labor, equipment, benefits and material) Subcontractor's mark-up for Work performed by its own forces:

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

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

13.6.5.1 Subcontractor's mark-up for Work performed by its Secondary Subcontractor's forces. Limited to one level (tier) below the Subcontractor and not allowable for any subsidiary in which the Subcontractor has a majority ownership.

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

13.7 BOND COSTS

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

13.7.2 The Contractor shall notify the bonding company at each \$500,000 increase to the contract value as the cumulative result of change orders. A copy of the Consent of Surety must be provided to the Owner prior to the execution of any change order which exceeds each cumulative \$500,000.

13.8 Trade discounts, rebates, and amounts received from the sales by the Contractor of surplus materials and equipment shall accrue to the Owner.

13.9 If the parties cannot agree upon a Lump Sum, then the Commissioner, through the Project Manager, may at the option of the Commissioner take the following action(s):

13.9.1 Issue a Construction Change Directive for the Additional or Deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor determined by time and material or Unit Prices based upon the same information required in Subparagraphs 13.6.1.3.3.1 through 13.6.1.5:

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

13.9.1.2 Material: (Used by Contractor's or Sub- contractor's own forces).

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

13.9.1.3.1 Workers Compensation.

13.9.1.3.2 Federal Social Security.

13.9.1.3.3 Connecticut Unemployment Compensation.

13.9.1.3.4 Fringe Benefits.

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

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

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

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

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

ARTICLE 14

DELETED WORK

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

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

ARTICLE 15

MATERIALS: STANDARDS

15.1 Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the Contractor shall use the named manufacturer and no Substitutions or Equals will be allowed.

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

15.3 Submittals – Equals and Substitution Requests:

15.3.1 Substitution of Materials and Equipment before Bid Opening. The Owner will consider requests for Equals or Substitutions, if made prior to the receipt of the Bid. The information on all materials shall be consistent with the information herein.

15.3.1.1 Statement of Variances – a statement of variances must list all features of the proposed Substitution which differ from the Drawings, Specifications and/or product(s) specified and must further certify that the Substitution has no other variant features. A request will be denied if submitted without sufficient evidence.

15.3.1.2 Substitution Denial – any Substitution request not complying with the above requirements will be denied. Substitution request sent after the deadline established in the Notice to Bidder will be denied.

15.3.1.3 An addendum shall be issued to inform all prospective Bidders of any accepted Substitution in accordance with Owner's addenda procedures.

15.3.2 Substitution of Materials and Equipment After Bid Opening: Subject to the Architect or Engineer's determination, if the material or equipment is Equal to the one specified or pre-qualified and the CT DCS Project Manager's approval of such determination, Substitution of Material or Equipment may be allowed after the Letter of Award is issued only:

15.3.2.1 If the specified or pre-qualified item is delayed by unforeseeable contingencies beyond the control of the Contractor which would cause a delay in the Project completion;

15.3.2.2 If any specified or pre-qualified item is found to be unusable or unavailable due to a change by the manufacturer or other circumstances; or

15.3.2.3 If the Contractor desires to provide a more recently developed material, equipment, or manufactured model from the same named manufacturer than the one specified or pre-qualified; or

15.3.2.4 If the specified material and/or equipment inadvertently lists only a single manufacturer.

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

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

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

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

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

15.6 No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when a Contractor submits a request for Substitution or Equal, whether such request be approved or denied, and the Contractor shall not be entitled to any claim for damages for delay.

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

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

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

ARTICLE 16 **INSPECTION AND TESTS**

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

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

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

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

16.5 Cost of Systems Commissioning Retesting: The cost to retest a pre-functional or functional test, if the Contractor is responsible for the deficiency, shall be the Contractor's. If the Contractor is not responsible, any cost recovery for retesting costs shall be negotiated with the Contractor.

16.5.1 For a deficiency identified, not related to any pre-functional checklist or start-up fault, the following shall apply: The Commissioning Agent (CxA) and Construction Administrator will direct the retesting of the equipment once at no "charge" to the Contractor for their time. However, the Commissioning Agent's and Construction Administrator's time for additional testing will be charged to the Contractor.

16.5.2 The time for the Systems Commissioning Agent and Construction Administrator to direct any retesting required because a specific pre-functional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back charged to the Contractor.

16.5.3 Any required retesting by any Subcontractor shall not be considered a justified reason for a claim of delay or for a time extension by the Contractor.

ARTICLE 17 **ROYALTIES AND PATENTS**

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

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

ARTICLE 18
SURVEYS, PERMITS AND REGULATIONS

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

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

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

18.4 If underground utilities may be involved in part of the Work the Contractor is required to request "Call-Before-You-Dig" to verify the location of underground utilities at least (3) Working Days, as further defined under Paragraph 1.71 herein, prior to the start of any excavation. The Contractor shall also notify the Owner and Agency at least (3) Working Days prior to the start of any excavation. If "Call-Before-You-Dig" fails or refuses to respond to the Contractor's request, then the Contractor shall obtain the services of a qualified underground utility locating firm, at no additional cost to the Owner, to verify locations of underground utilities prior to the start of any excavation. The Contractor shall be held responsible for providing safety, protecting the Work and protecting workmen as necessary to perform the Work. The Contractor shall be responsible for maintaining and protecting all original utility mark-out at no additional cost to the Owner.

ARTICLE 19
PROTECTION OF THE WORK, PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

ARTICLE 20 TEMPORARY UTILITIES

20.1 Unless expressly provided for otherwise in the Contract Documents, the Contractor shall include in the proposed contract bid price as stated on the Bid Proposal Form, the costs of all temporary utilities required for Project completion and protection of the Work. Said temporary utilities include, but are not limited to, lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

ARTICLE 21 CORRECTION OF WORK

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

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

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

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

21.5 No extension of time will be given to the Contractor for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within **ninety (90) Days** of established Substantial Completion date.

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

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

ARTICLE 22 GUARANTEES and WARRANTIES

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

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

ARTICLE 23 CUTTING, FITTING, PATCHING, AND DIGGING

23.1 The Contractor will perform or will cause the Subcontractors to perform all cutting, fitting, or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.

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

ARTICLE 24
CLEANING UP

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

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

ARTICLE 25
ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER

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

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

25.3 In the performance of the Work, The Contractor shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods and in such manner and sequence as the Commissioner may require.

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

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

25.6 In accordance with Section 4b-24 of the Connecticut General Statutes, the public auditors of the State of Connecticut and the auditors or accountants of the Commissioner of Construction Services shall have the right to audit and make copies of the books of any Contractor employed by the Commissioner.

ARTICLE 26
AUTHORITY OF THE CONSTRUCTION ADMINISTRATOR

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

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

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

ARTICLE 27
SCHEDULE OF VALUES, APPLICATION FOR PAYMENT

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

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

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

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

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

27.3.3 Further detail can be found in the General Requirements 01.29.76; paragraphs 1.3.B.4 for this project.

27.4 The Schedule of Values shall include a breakdown of Contract closeout costs including systems certification testing and acceptance, training, Warranties, Guarantees, As-Built Drawings and attic stock.

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

ARTICLE 28
PARTIAL PAYMENTS

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

28.2 In making such Application For Payment for the Work, there shall not be more than **seven and five-tenths percent (7.5%)** deducted from the amount of each Application for Payment to be retained by the Owner as Retainage until Acceptance of the Work.

28.2.1 The following criteria shall be utilized in the reduction of Retainage withheld: At fifty percent (50%) completion of the Work the Retainage shall be reduced to **five percent (5%)**. All subsequent Applications for Payment shall be subject to **five percent (5%)** Retainage. Upon Substantial Completion, and in the Commissioner's sole discretion and based upon the factors set forth in **Section 28.3**, the Retainage may be reduced upon the request of the Contractor and recommendation of the MIL Project Manager. In the event of a reduction in Retainage to **below five percent (5%)**, the minimum Retainage withheld shall not be less than the MIL Project Manager's estimate of the remaining Work or **two and five-tenths percent (2.5%)**, whichever is greater. All requests for Retainage Reduction shall be done on **CT MIL Form 7048 General Contractor Retainage Reduction Request**, a sample of which can be found at the end of these General Conditions.

28.2.2 Subsequent to Substantial Completion, in limited circumstances, at the sole discretion of the Commissioner and based upon factors set forth in Section 28.3, a reduction of Retainage below **two and five-tenths percent (2.5%)** may be considered.

28.2.3 A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of sixty percent (60%).

28.3 The decision of the Commissioner to reduce the Retainage rate will be based upon the **Contractor's Performance Evaluation** score for completed portions of the Work as set out above and other factors that the Commissioner may find appropriate as follows:

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

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

28.3.3 The Contractor's provision of proper and adequate supervision and home office support of the Project.

28.3.4 The Work completed to date has been installed or finished in a manner acceptable to the Owner.

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

28.3.6 All approved credit change orders have been invoiced.

28.3.7 All Change Order requests for pricing are current.

28.3.8 The Contractor has and is maintaining a clean worksite in accordance with the Contract Documents.

28.3.9 All Subcontractor payments are current at the time of reduction request.

28.3.10 Contractor is compliant with set-aside provisions of the contract.

28.3.11 Pursuant to C.G.S. Sec. 4a-101, the General Contractor 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 General Contractor 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 General Contractor 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 General Contractor.

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

28.5 At his or her sole discretion, the Commissioner may allow to be included in the monthly requisitions payment requests for materials and equipment stored off the site.

28.5.1 In the event the Commissioner allows the Contractor to include in its requisitions payment requests for materials and equipment stored off the site, the Contractor shall also submit any additional bonds and/or insurance certificates relating to off-site stored materials and equipment, and follow such other procedures as may be required by the State to obtain the Commissioner's approval of such requests.

28.5.2 The Architect or Engineer, or Construction Administrator shall have inspected said materials and equipment and recommended payment therefore. The Contractor shall pay for the cost of the Architect's or Engineer's, or Construction Administrator's time and expense in performing these inspection services.

ARTICLE 29

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

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

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

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

ARTICLE 30

SUBSTANTIAL COMPLETION AND ACCEPTANCE

30.1 Substantial Completion:

30.1.1 When the Contractor considers that the Work or a portion thereof is Substantially Complete, the Contractor shall request an inspection of said Work in writing to the Construction Administrator. The request shall certify that the Contractor has completed its own inspection prior to the request and that the Contractor is compliant with all requirements of Section 01 77 00 of the General Requirements. The request must also include a statement that a principal or senior executive of the Contractor is ready, willing and able to attend a walk through inspection with the Architect or Engineer.

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

30.1.3 The Contractor shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner. Any costs for re-inspection beyond one, shall be at the expense of the Contractor and such costs will be recovered by issuance of a credit Change Order. When the Work or designated portion thereof is determined to be Substantially Complete, the Contractor will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion shall establish the date when the responsibilities of the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, are transferred to the Owner and shall fix the time within which the Contractor shall finish all items on the inspection list accompanying the Certificate. If the punch list is not complete in **90 Days**, the Owner reserves the right to complete the outstanding punch list items with their own forces or by awarding separate contracts and to deduct the cost thereof from the amounts remaining due to the Contractor.

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

30.2 Acceptance:

30.2.1 Upon completion of the Work, the Contractor shall forward to the Construction Administrator a written notice that the Work is ready for inspection and Acceptance.

30.2.2 When the Work has been completed in accordance with terms and conditions of the Contract Documents as determined by the Owner a Certificate of Acceptance shall be issued by the Owner.

ARTICLE 31
FINAL PAYMENT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 32

OWNER'S RIGHT TO WITHHOLD PAYMENTS

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

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

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

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

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

32.3 The Owner has the right to withhold payment if the Contractor fails to provide accurate submissions of Submittals, up date the status including but not limited to the following: As-Built Drawings, request for information (RFI) log, Schedule, submittal log, Change Order log, certified payrolls and daily reports and all other requirement of the Contract Documents.

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

ARTICLE 33

OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

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

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

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

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

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

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

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

33.2.2 All Work and materials obtained by the Contractor for the Work, that have been incorporated into the Work, inspected, tested as required, accepted by the Commissioner, and paid for by the State, shall become the property of the State.

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

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

33.3 Termination for Cause:

33.3.1 The Commissioner may give notice in writing to the Contractor and its surety of any particular delay, neglect, or default of the Contractor due to one or more of the following:

33.3.1.1 Failure to begin the Work within the time specified for same in the Contract Documents.

33.3.1.2 Failure to perform the Work with sufficient workmen, equipment or materials to ensure the prompt completion of the Work within the time specified in the Contract.

33.3.1.3 Unsuitable performance of the Work or failure to remedy or redo such work as MIL Project Manager shall reject as defective, unsuitable, or noncompliant with Contract requirements.

33.3.1.4 Failure or refusal to remove material rejected as defective, unsuitable, or noncompliant with Contract requirements.

33.3.1.5 Discontinuance of the suitable prosecution of the Work for a period of seventy-two (72) hours, excluding Saturdays, Sundays and holidays, without written authorization to do so from the MIL Project Manager.

33.3.1.6 Failure to recommence discontinued Work within forty-eight (48) hours (excluding Saturdays, Sundays and holidays) after being ordered to do so by the MIL Project Manager.

33.3.1.7 Insolvency, filing for bankruptcy or any act or occurrence that may render the Contractor financially incapable of completing the Work.

33.3.1.8 Failure to satisfy any final judgment against it for a period of thirty (30) days.

33.3.1.9 Making of any assignment for the benefit of creditors.

33.3.1.10 Violation of any provisions of the Contract Documents.

33.3.2 If the Contractor or its surety within a period of ten (10) days after the issuance of such notice does not proceed in conformance with the directions set forth therein, or fails to present a remedial plan of operation, satisfactory to the Commissioner, for remedying the acts or failures complained of in the notice, then the Commissioner may, at his discretion, order the surety to complete the Work or, without violating the Contract, take the right to control and prosecute the Work out of the hands of said Contractor and surety, terminating the Contract.

33.3.3 The Commissioner may appropriate or use any or all stockpiled materials and any and all equipment required by the Contract as may be suitable and necessary for completion of the Work and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract by a party other than the Contractor, according to the terms and provisions thereof, or use such other methods or combinations thereof as in his or her opinion shall be required or desirable for the completion of the Work.

33.3.4 All costs and charges incurred by the Owner in connection with completing the Work, or as a result of the Contractor's default, shall be deducted from any monies due to or which may become due to the Contractor. In case such expense exceeds the sum that would have been payable under the Contract, then the Contractor and the surety shall be liable for, and shall pay to the State, the amount of the excess. Termination of the Contract shall not relieve the Contractor or its surety of their responsibilities for the completed Work, nor shall it relieve the Contractor's surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of the Work.

ARTICLE 34 **SUBLETTING OR ASSIGNING OF CONTRACT**

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

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

ARTICLE 35 **CONTRACTOR'S INSURANCE**

35.1 The Contractor shall not start Work under the Contract until they have obtained insurance as stated in SECTIONS 00 62 16 CERTIFICATE OF INSURANCE and 00 41 00 BID PROPOSAL FORM of the Project Manual and until the insurance has been approved by the Owner. The Contractor shall not allow any Subcontractor to start Work until the same insurance has been obtained by the Subcontractor and approved by the Owner or the Contractor's insurance provides coverage on behalf of the Subcontractor. The Contractor shall send Certificates of Liability Insurance to the Connecticut Military Department, MIL.PROJECTS@CT.GOV / Business Office, 360 Broad Street, Room 219, Hartford, CT 06105 unless otherwise directed in writing. For insurance definitions see Article 1 herein. Presented below is a narrative summary of the insurance required.

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

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

35.1.3 Automobile Liability Insurance: The operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract shall be covered by Automobile Liability Insurance providing for a total limit of \$1,000,000 for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least \$2,000,000. This coverage shall be provided on a primary basis. Should the Contractor not own any automobiles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability coverage.

35.1.4 Umbrella Liability Insurance: Umbrella Liability Insurance, including a drop down provision covering any exhausted underlying aggregate limits in the specified amount shown below of combined single limit each occurrence in excess of the coverages described in subsections 35.1.1 Commercial General Liability Insurance, 35.1.3 Automobile

Liability, and 35.1.5 Workers' Compensation and Employer's Liability. The State of Connecticut shall be named as an additional insured. The Umbrella Liability Insurance Limits for the Contractor are based on the Contract Value as specified in the following table.

Umbrella Liability Insurance Table:			
Contract Value			Umbrella Limit
\$1.00	to	\$500,000.00	\$1,000,000.00
\$500,000.01	to	\$1,000,000.00	\$2,000,000.00
\$1,000,000.01	to	\$10,000,000	\$5,000,000.00
\$10,000,000.01	to	\$30,000,000	\$10,000,000.00
\$30,000,000.01	to	\$80,000,000	\$15,000,000.00
\$80,000,000.01	to	\$150,000,000	\$20,000,000.00
\$150,000,000.01	to	\$300,000,000	\$25,000,000.00

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

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

35.1.7 Builder's Risk Insurance: If required, will be stated in the BID PROPOSAL FORM of this Project Manual.

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

35.1.9 When required to be maintained, the Builder's Risk and/or Inland Marine/Transit Insurance policy shall endorse the State of Connecticut as a Loss Payee and the policy shall state it is for the benefit of and payable to the State of Connecticut.

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

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

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

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

35.6 Indemnification and Hold Harmless Provisions:

35.6.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) third party Claims arising, directly or indirectly, in connection with the Contract; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, or the Contract to the extent of the Contractor or Contractor Parties' negligence. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.

35.6.2 The Contractor shall not be responsible for defending the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all claims brought against the Contractor's professional liability and/or pollution liability insurance policy(ies). Notwithstanding the foregoing, with respect to any such claims, the Contractor shall be obligated to indemnify and hold harmless the parties listed in the preceding subparagraph and in accordance with the terms and conditions of such subparagraph.

35.6.3 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

35.6.4 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

35.6.5 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

35.6.6 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall include the "State of Connecticut" as an additional insured on the policy and shall provide copies of an acceptable Certificate of Insurance and of the endorsement to the general liability insurance policy that includes the "State of Connecticut" as an additional insured under the policy to the MIL prior to the effective date of the Contract.. The Contractor shall not begin performance until the delivery of said documents to the MIL. The MIL shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the MIL or the State is contributorily negligent.

35.6.7 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

For purposes of this section, the term "Claim" is defined as follows: "All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum".

ARTICLE 36
FOREIGN MATERIALS

36.1 Preference shall be given to articles or materials manufactured or produced in the United States, Canada, and Mexico, (the members of the North American Free Trade Agreement (NAFTA)); and the products shall meet all of the referenced standards and Specifications for conditions of performance, quality, and price with duty being equal.

36.2 Only articles or materials manufactured or produced in the United States, Canada, and Mexico, (the members of the North American Free Trade Agreement (NAFTA)), will be allowed. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

36.3 Buy American Act (BAA): Any "public building" or "public work" project funded by the American Recovery and Reinvestment Act of 2009 ("ARRA") requires that "all of the iron, steel, and manufactured goods used in the project" must be "produced in the United States" in accordance with the requirements of the Buy American Act (BAA).

ARTICLE 37
HOURS OF WORK

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

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

ARTICLE 38
CLAIMS

38.1 General: When filing a formal claim under Section 4-61 (referred to as "Section 4-61" below) of the Connecticut General Statutes (as revised), either as a lawsuit in the Superior Court or as a demand for arbitration, the Contractor must follow the procedures and comply with the requirements set forth in this Article. This Section does not, unless so specified, govern informal claims for additional compensation which the Contractor may bring before the Department. The Contractor should understand, however, that the Department may need, before the Department can resolve such a claim, the same kinds of documentation and other substantiation that it requires under this Article. It is the intent of the Department to compensate the Contractor for actual increased costs caused by or arising from acts or omissions on the part of the Department that violate legal or contractual duties owed to the Contractor by the Department.

38.2 Notice of Claim: Whenever the Contractor intends to file a formal claim against the Department under Section 4-61, seeking compensation for additional costs, the Contractor shall notify the Commissioner in writing (in strict compliance with Section 4-61) of the details of said claim. Such written notice shall contain all pertinent information described in Paragraph 38.5 below. Once formal notice of a claim under Section 4-61(b) (as revised) has been given to the Commissioner, the claimant may not change the claim in any way, in either concept or monetary amount, (1) without filing a new notice of claim and demand for arbitration to reflect any such change, and (2) without the minimum period of six months after filing of the new demand commencing again and running before any hearing on the merits of the claim may be held. The only exception to this limitation will be for damages that continue to accrue after submission of the notice, in ways described and anticipated in the notice.

38.3 Record Keeping: The Contractor shall keep daily records of all costs incurred in connection with its Work on behalf of the Department. The daily records shall identify each aspect of the Project affected by matters related to any claim for additional compensation that the Contractor has filed, intends to file, or has reason to believe that it may file against the Department; the specific Project locations where Project work has been so affected; the number of people working on the affected aspects of the Project at the pertinent time(s); and the types and number of pieces of equipment on the Project site at the pertinent time(s). Any potential or anticipated effect on the Project's progress or Schedule which may result in a claim by the Contractor shall be noted contemporaneously with the cause of the effect, or as soon thereafter as possible.

38.4 Claim Compensation: The payment of any claim, or any portion thereof, that is deemed valid by the Department shall be made in accordance with the following provisions of this Article:

38.4.1 Compensable Items: The liability of the Department for claims will be limited to the following specifically identified items of cost, insofar as they have not otherwise been paid for by the Department, and insofar as they were caused solely by the actions or omissions of the Department or its agents (except that with regard to payment for extra work, the Department will pay to the Contractor the Overhead and profit percentages provided for in Article 13.):

38.4.1.1 Additional Project-site labor expenses.

38.4.1.2 Additional costs for materials.

38.4.1.3 Additional, unabsorbed Project-site Overhead (e.g., for mobilization and demobilization).

38.4.1.4 Additional costs for active equipment.

38.4.1.5 For each Day of Project delay or suspension caused solely by actions or omissions of the Department either:

38.4.1.5.1 an additional ten percent (10%) of the total amount of the costs identified in Subparagraphs 38.4.1.1 through 38.4.1.4 above; except that if the delay or suspension period prevented the Contractor from incurring enough Project costs under Subparagraphs 38.4.1.1 through 38.4.1.4 during that period to require a payment by the Department that would be greater than the payment described in

Subparagraph 38.4.1.5.2 below, then the payment for affected home office Overhead and profit shall instead be made in the following *per diem* amount:

38.4.1.5.2 six percent (6%) of the original total Contract amount divided by the original number of Days of Contract Time. Payment under either 38.4.1.5.1 or 38.4.1.5.2 hereof shall be deemed to be complete and mutually satisfactory compensation for any unabsorbed home office overhead and any profit related to the period of delay or suspension.

38.4.1.6 Additional equipment costs. Only actual equipment costs shall be used in the calculation of any compensation to be made in response to claims for additional Project compensation. Actual equipment costs shall be based upon records kept in the normal course of business and in accordance with generally accepted accounting principles. Under no circumstances shall Blue Book or other guide or rental rates be used for this purpose (unless the Contractor had to rent the equipment from an unrelated party, in which case the actual rental charges paid by the Contractor, so long as they are reasonable, shall be used). Idle equipment, for instance, shall be paid for based only on its actual cost to the Contractor.

38.4.1.7 Subcontractor costs limited to, and determined in accordance with, Subparagraphs 38.4.1.1 through 38.4.1.5 above and applicable statutory and case law. Such Subcontractor costs may be paid for by the Department only: (a) in the context of an informal claims settlement; or (b) if the Contractor has itself paid or legally assumed, present unconditional liability for those Subcontractor costs.

38.4.2 Excusable But Not Compensable Items: The Contractor may be allowed Days but the Department will have no liability for the following non-compensable items:

38.4.2.1 Abnormal or unusually severe weather

38.4.2.2 Acts of God

38.4.2.3 Force Majeure

38.4.2.4 Concurrent Delay

38.4.3 Non-Compensable Items: The Department will have no liability for the following specifically-identified non-compensable items:

38.4.3.1 Profit, in excess of that provided for herein.

38.4.3.2 Loss of anticipated profit.

38.4.3.3 Loss of bidding opportunities.

38.4.3.4 Reduction of bidding capacity.

38.4.3.5 Home office overhead in excess of that provided for in Subparagraph 38.4.1.5 hereof.

38.4.3.6 Attorneys fees, claims preparation expenses, or other costs of claims proceedings or resolution.

38.4.3.7 Subcontractor failure to perform

38.4.3.8 Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these specifications or elsewhere in the Contract.

38.5 Required Claim Documentation: All claims shall be submitted in writing to the Commissioner, and shall be sufficient in detail to enable the Department to ascertain the basis and the amount of each claim, and to investigate and evaluate each claim in detail. As a minimum, the Contractor must provide the following information for each and every claim and sub-claim asserted:

38.5.1 A detailed factual statement of the claim, with all dates, locations and items of Work pertinent to the claim.

38.5.2 A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim must be specifically identified or explained.

38.5.3 Excerpts from manuals or other texts which are standard in the industry, if available, that support the Contractor's claim.

38.5.4 The details of the circumstances that gave rise to the claim.

38.5.5 The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the Contractor.

38.5.6 Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.

38.5.7 If an extension of time is sought, the specific dates and number of Days for which it is sought, and the basis or bases for the extension sought. A critical path method, bar chart, or other type of graphical schedule that supports the extension must be submitted.

38.5.8 When submitting any claim over \$50,000, the Contractor shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

38.5.8.1 That supporting data is accurate and complete to the Contractor's best knowledge and belief;

38.5.8.2 That the amount of the dispute and the dispute itself accurately reflects what the Contractor in good faith believes to be the Department's liability;

38.5.8.3 The certification shall be executed by:

38.5.8.3.1 If the Contractor is an individual, the certification shall be executed by that individual.

38.5.8.3.2 If the Contractor is not an individual, the certification shall be executed by a senior company official in charge at the Contractor's plant or location involved or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

38.6 Auditing of Claims: All claims filed against the Department shall be subject to audit by the Department or its agents at any time following the filing of such claim. The Contractor and its Subcontractors and suppliers shall cooperate fully with the Department's auditors. Failure of the Contractor, its Subcontractors, or its suppliers to maintain and retain sufficient records to allow the Department or its agents to fully evaluate the claim shall constitute a waiver of any portion of such claim that cannot be verified by specific, adequate, contemporaneous records, and shall bar recovery on any claim or any portion of a claim for which such verification is not produced. Without limiting the foregoing requirements, and as a minimum, the Contractor shall make available to the Department and its agents the following documents in connection with any claim that the Contractor submits:

38.6.1 Daily time sheets and foreman's daily reports.

38.6.2 Union agreements, if any.

38.6.3 Insurance, welfare, and benefits records.

38.6.4 Payroll register.

38.6.5 Earnings records.

38.6.6 Payroll tax returns.

38.6.7 Records of property tax payments.

38.6.8 Material invoices, purchase orders, and all material and supply acquisition contracts.

38.6.9 Materials cost distribution worksheets.

38.6.10 Equipment records (list of company equipment, rates, etc.).

38.6.11 Vendor rental agreements.

38.6.12 Subcontractor invoices to the Contractor, and the Contractor's certificates of payments to Subcontractors.

38.6.13 Subcontractor payment certificates.

38.6.14 Canceled checks (payroll and vendors).

38.6.15 Job cost reports.

38.6.16 Job payroll ledger.

38.6.17 General ledger, general journal (if used), and all subsidiary ledgers and journals, together with all supporting documentation pertinent to entries made in these ledgers and journals.

38.6.18 Cash disbursements journals.

38.6.19 Financial statements for all years reflecting the operations on the Project.

38.6.20 Income tax returns for all years reflecting the operations on the Project.

38.6.21 Depreciation records on all company equipment, whether such records are maintained by the company involved, its accountant, or others.

38.6.22 If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.

38.6.23 All documents which reflect the Contractor's actual profit and overhead during the years that the Project was being performed, and for each of the five years prior to the commencement of the Project.

38.6.24 All documents related to the preparation of the Contractor's bid, including the final calculations on which the total proposed Contract bid price as stated in the Bid Proposal Form was based.

38.6.25 All documents which relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.

38.6.26 Worksheets used to prepare the claim, which indicate the cost components of each item of the claim, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and Subcontractors' damages, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.

38.6.27 The name, function, and pertinent activity of each Contractor's or Subcontractor's official, or employee, involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

38.6.28 The amount(s) of additional compensation sought and a break-down of the amount(s) into the categories specified as payable under Paragraph 38.4 above.

38.6.29 The name, function, and pertinent activity of each Department official, employee, or agent involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

ARTICLE 39

DIESEL VEHICLE EMISSIONS CONTROL

39.1 The Contractor shall be responsible for compliance with the following provisions:

39.1.1 All Contractor and Subcontractor 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 Contract for a period in excess of 30 consecutive 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.

39.1.2 Retrofit emission control devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that is:

39.1.2.1 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

39.1.2.2 Verified by EPA to provide a minimum emissions reduction of 20% particulate matter (PM₁₀), 40% carbon monoxide (CO), and 50% hydrocarbons (HC).

39.1.3 Construction shall not proceed until all diesel powered non-road construction equipment meeting the criteria in provision 39.1.1 have been retrofitted, unless the Commissioner grants a waiver under provision 39.2.

39.1.4 The Contractor shall at least monthly, assess which diesel powered non-road construction equipment are subject to these provisions. The Contractor shall notify the CT DCS Project Manager of any violations of these provisions.

39.1.5 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-74-18(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:

- When a Mobile Source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,*
- When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers,*
- 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,(To bring the Mobile Source to the manufacturer's recommended)*
- 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."*

39.1.6 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.

39.1.7 If any diesel powered non-road construction equipment is found to be in non-compliance with these provisions by the CT DCS Project Manager, the Contractor 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 Contractor's failure to comply with these provisions shall be reason to withhold payment as described in Article 33.

39.1.8 Any costs associated with these provisions shall be included in the general cost of the contract. In addition, there shall be no time granted to the Contractor for compliance with these provisions. The Contractor's compliance with these provisions and any associated regulations shall not be grounds for a Change Order.

39.2 The Commissioner reserves the right to waive all or portions of these provisions at his/her discretion. The Contractor may request a waiver to all or portions of these provisions with written justification to the Commissioner as to why the Contractor cannot comply with these provisions. A waiver, to be effective, must be granted in writing by the Commissioner.

ARTICLE 40 **DISCLOSURE OF RECORDS**

40.1 This Contract may be subject to the provisions of C.G.S. Section 1-218. In accordance with this statute, each contract in excess of two million five hundred thousand dollars (\$2,500,000.00) 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 (FOIA) and may be disclosed by the public agency pursuant to FOIA. 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 FOIA. 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 C.G.S. Sections 1-205 and 1-206.

ARTICLE 41
AUDIT AND INSPECTION OF PLANTS, PLACES OF BUSINESS, AND RECORDS

41.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

41.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

41.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

41.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.

41.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

41.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

41.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

END

Appendix 1

Connecticut Department of Administrative Services	7048 General Contractor (GC) Retainage Reduction Request																								
Page 1 of 1																									
<div style="border: 1px solid black; padding: 5px;"><p>To: DAS/CS Project Manager , DAS/CS Project Manager Department of Administrative Services, Construction Services (DAS/CS) 450 Columbus Blvd, Suite 1201 Hartford, CT 06103</p><p>From: General Contractor Name , General Contractor (GC)</p><p>Subject: DAS/CS Project Number: DAS/CS Project Number DAS/CS Project Name: DAS/CS Project Name Reduction of Retainage at: Written Percent Percent (## %) Project Completion Date: Insert Date</p></div>																									
<div style="border: 1px solid black; padding: 5px;"><p>In accordance with the General Conditions, Article 28 Progress Payments, General Contractor Name hereby requests a reduction of retainage from ### % to ### % . The following list of items required under the General Conditions is in compliance with the terms of the contract and has been verified by the General Contractor (GC):</p></div>																									
<div style="border: 1px solid black; padding: 5px;"><table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 30px; text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>DAS Construction Services Contractor Performance Evaluation Score is a minimum of 60% Percent.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate basis for progress of the Work.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>Timely and proper submission of all required Contract Documents including but not limited to Shop Drawings, material certificates, material samples and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate progress of the Work.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>Proper and adequate supervision and home office support of the Project.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>The Work completed to date has been installed or finished in a manner acceptable to the Owner.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>The progress of the Work is consistent with the approved CPM Schedule.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>All approved credit Change Orders have been invoiced.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>All Change Order requests are pricing are current.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>The GC has and is maintaining a clean worksite in accordance with the Contract Documents.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>All Subcontractor payments are current at the time of reduction request.</td></tr><tr><td style="text-align: center; vertical-align: top;"><input type="checkbox"/></td><td>GC is compliant with set-aside provisions of the contract.</td></tr></table></div>		<input type="checkbox"/>	DAS Construction Services Contractor Performance Evaluation Score is a minimum of 60% Percent.	<input type="checkbox"/>	Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate basis for progress of the Work.	<input type="checkbox"/>	Timely and proper submission of all required Contract Documents including but not limited to Shop Drawings, material certificates, material samples and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate progress of the Work.	<input type="checkbox"/>	Proper and adequate supervision and home office support of the Project.	<input type="checkbox"/>	The Work completed to date has been installed or finished in a manner acceptable to the Owner.	<input type="checkbox"/>	The progress of the Work is consistent with the approved CPM Schedule.	<input type="checkbox"/>	All approved credit Change Orders have been invoiced.	<input type="checkbox"/>	All Change Order requests are pricing are current.	<input type="checkbox"/>	The GC has and is maintaining a clean worksite in accordance with the Contract Documents.	<input type="checkbox"/>	All Subcontractor payments are current at the time of reduction request.	<input type="checkbox"/>	GC is compliant with set-aside provisions of the contract.		
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General Contractor Certification:																									
	(Written Name)	(Signature)	(Date)																						
Project Manager Recommendation:																									
	(Written Name)	(Signature)	(Date)																						
ADPM Approval:																									
	(Written Name)	(Signature)	(Date)																						
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<div style="display: flex; justify-content: space-between; font-size: small;">CT DAS 7048 (Rev. 04.10.2024)7000 Construction Phase Forms</div>																									

Supplementary Conditions of the Contract for Construction for Design-Bid-Build (D-B-B)

These Supplementary Conditions of the Contract for Construction for Design-Bid-Build (D-B-B) ("Supplementary Conditions") modify the State of Connecticut, Department of Administrative Services, Construction Services, Section 00 72 13 General Conditions of the Contract for Construction for Design-Bid-Build (D-B-B) (Rev. 03.07.2023) ("General Conditions"), as indicated below. All provisions which are not so modified remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

TABLE OF CONTENTS:

DELETE the title for Article 28 in its entirety.

ADD the title for Article 28 as follows:

28 **Progress Payments**

ARTICLE 1: DEFINITIONS:

DELETE Subsection 1.4 in its entirety.

ADD Subsection 1.4 as follows:

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

ARTICLE 4: COMMENCEMENT AND PROGRESS OF WORK:

DELETE Subsection 4.10 in its entirety.

ADD Subsection 4.10 as follows:

- 4.10 The Contractor shall employ a competent Superintendent and necessary assistants who will be in attendance at the project site during the performance of the Work. **This person may also be the Project Site Safety Officer, if designated by the Owner and Architect.**

ARTICLE 9: MINIMUM WAGE RATES:

DELETE Subsection 9.1 in its entirety.

ADD Subsection 9.1 as follows:

- 9.1 In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies **to all public works projects, including contracts for off-site custom fabrication:**

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person 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 persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday."

For purposes this section, "off-site custom fabrication" means the fabrication of systems that are fabricated at a site located within the state other than the location of a public works project, but are fabricated specifically for such public works project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems. "Off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.

ARTICLE 11: CONSTRUCTION SCHEDULES:

DELETE Subsection 11.4 in its entirety.

ADD Subsection 11.4 as follows:

11.4 Requisitions for **progress** payments will not be processed until the Contractor has complied with this requirement.

ARTICLE 13: COMPENSATION FOR CHANGES IN THE WORK:

DELETE Subsections 13.6.1.4 and 13.6.1.5 in their entirety.

ADD Subsection 13.6.1.4 Rented or Owned Equipment as follows:

13.6.1.4 Rented or Owned Equipment: (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Contractor owned equipment or rented equipment is reimbursed at the applicable FHWA rental rate determined from the EquipmentWatch Cost Recovery database (formerly known as Rental Rate Blue Book" available from Penton Business Media dba EquipmentWatch. The maximum hourly rate used in paying for Contractor-owned or rented equipment is the applicable monthly rate in the Cost Recovery database divided by 176 (176 working hours per month). These rates take into consideration all costs other than operator labor costs however extraordinary operating expendables may be reimbursed. To obtain payment for operating expendables the Contractor must provide satisfactory documentation of their actual cost.

DELETE Subsection 13.9.1 in its entirety.

ADD Subsection 13.9.1 as follows:

13.9.1 Issue a Construction Change Directive for the Additional or Deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor determined by time and material or Unit Prices based upon the same information required in Subparagraphs **13.6.1.1 through 13.6.1.4:**

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

13.9.1.2 Material: (Used by Contractor's or Sub- contractor's own forces).

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

13.9.1.3.1 Workers Compensation.

13.9.1.3.2 Federal Social Security.

13.9.1.3.3 Connecticut Unemployment Compensation.

13.9.1.3.4 Fringe Benefits.

13.9.1.4 Rented or Owned Equipment: (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Contractor owned equipment or rented equipment is reimbursed at the applicable FHWA rental rate determined from the EquipmentWatch Cost Recovery database (formerly known as Rental Rate Blue Book" available from Penton Business Media dba EquipmentWatch. The maximum hourly rate used in paying for Contractor-owned or rented equipment is the applicable monthly rate in the Cost Recovery database divided by 176 (176 working hours per month). These rates take into consideration all costs other than operator labor costs however extraordinary operating expendables may be reimbursed. To obtain payment for operating expendables the Contractor must provide satisfactory documentation of their actual cost.

ARTICLE 19: PROTECTION OF THE WORK, PERSONS AND PROPERTY:

DELETE Subsection 19.5 in its entirety.

ADD Subsection 19.5 as follows:

19.5 19.5 The Contractor shall designate a qualified and responsible on-site staff person, whose duty shall be the prevention of accidents. **This person may also be the Project Superintendent, if designated by the Owner and Architect.** The name and position of the designated person shall be reported to the Owner by the Contractor at the commencement of the Contract.

ARTICLE 25: ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER:

DELETE Subsection 25.1 in its entirety.

ADD Subsection 25.1 as follows:

- 25.1** The Commissioner hereby declares that the MIL Project Manager is the Commissioner's authorized representative to act in matters involving this Contract; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of Articles 13 and 14 herein shall guide the MIL Project Manager. The MIL Project Manager is not empowered to revoke, alter, enlarge, or relax any requirements as detailed within the articles of this Section 00 72 13 General Conditions Of The Contract for Construction for Design-Bid-Build.

ARTICLE 27: SCHEDULE OF VALUES, APPLICATION FOR PAYMENT:

DELETE Subsection 27.1 in its entirety.

ADD Subsection 27.1 as follows:

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

ARTICLE 28: PARTIAL PAYMENTS:

DELETE the title of Article 28 in its entirety.

ADD the title of Article 28 as follows:

28 PROGRESS PAYMENTS

DELETE Subsection 28.3.10 in its entirety.

ADD Subsection 28.3.10 as follows:

- 28.3.10** Contractor is compliant with the Commission on Human Rights and Opportunities (CHRO) provisions of the contract.

DELETE Subsection 28.3.11 in its entirety.

ADD Subsection 28.3.11 as follows:

- 28.3.11** Pursuant to C.G.S. Sec. 4a-101, as amended, the General Contractor 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 one million dollars (\$1,000,000.00). The General Contractor shall complete and submit to the State of Connecticut Military Department (MIL) evaluations of each such subcontractor upon fifty percent (50%) completion of the project and upon Substantial Completion of the project. The General Contractor 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 General Contractor.

ARTICLE 36: FOREIGN MATERIALS:

ADD Subsection 36.4 Build America, Buy America Act, as follows:

- 36.4 Build America, Buy America Act:** In accordance with the Build America, Buy America Act (BABA) of 2021, all non-federal entities who receive Federal Financial Assistance obligated on or after the effective date of October 23, 2023 for an infrastructure project, are subject to the provisions of BABA. The "Buy America Preference" provisions of BABA dictate that, absent a waiver, none of the funds made available for a Federal Award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

The Build America, Buy America Act means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Public Law 117–58).

See page 1 of Section 00 11 16 *Invitation to Bid* or Section 00 41 00 *Bid Proposal Form* for applicability. Additional details can be found in Section 00 21 13 *Instructions to Bidders*, Section 00 41 00 *Bid Proposal Form*; and Section 00 73 73 *Build America, Buy America Act Requirements for Projects with Federal Financial Assistance*.

APPENDIX 1:

DELETE Appendix 1 in its entirety.

ADD Appendix 1 as follows:

Appendix 1

Connecticut Department of Administrative Services	7048
General Contractor (GC) Retainage Reduction Request	
Page 1 of 1	
Department of Administrative Services / Construction Services (DAS/CS) 450 Columbus Blvd, Hartford, CT 06103 General Contractor (GC) Retainage Reduction Request	
Date:	Insert
To DAS/CS Project Manager (PM):	Insert Suite: 1201
From General Contractor (GC):	Insert
DAS/CS Project Number:	Insert
DAS/CS Project Title:	Insert
DAS/CS Project Location:	Insert
Subject:	Retainage Reduction
Current % Project Completed:	Insert %
Current % Retained:	Insert %
In accordance with the Commission on Human Rights and Opportunities (CHRO) Regulations of Connecticut State Agencies (R.C.S.A.) Section 46a-68j-26(a) and Connecticut General Statutes (C.G.S.) Section 46a-68d:	
[General Contractor Name]	
hereby requests a two percent (2%) reduction in retainage from ### % to ### %	
<input type="checkbox"/>	Based upon receipt of the attached CHRO Approval Letter dated: [Date]
<input type="checkbox"/>	CHRO Approval Letter (attached).
<input type="checkbox"/>	CHRO Plan (attached).
<input type="checkbox"/>	Based upon receipt of the attached CHRO Release of 2% Retainage Letter dated: [Date]
<input type="checkbox"/>	CHRO Release of 2% Retainage Letter (pending approval of CHRO Plan) (attached).
In accordance with the General Conditions, Article 28 Progress Payments,	
[General Contractor Name]	
hereby requests a reduction of retainage from ### % to ### %.	
The following list of items required under the General Conditions is in compliance with the terms of the contract and has been verified by the General Contractor (GC):	
<input type="checkbox"/>	DAS Construction Services Contractor Performance Evaluation Score is a minimum of Sixty Percent (60%) .
<input type="checkbox"/>	Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and a prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate basis for progress of the Work.
<input type="checkbox"/>	Timely and proper submission of required Contract Document submissions including but not limited to Shop Drawings, material certificates, material samples and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate progress of the Work.
<input type="checkbox"/>	Proper and adequate supervision and home office support of the Project.
<input type="checkbox"/>	The Work completed to date has been installed or finished in a manner acceptable to the Owner.
<input type="checkbox"/>	The progress of the Work is consistent with the approved CPM Schedule.
<input type="checkbox"/>	All approved credit Change Orders have been invoiced.
<input type="checkbox"/>	All Change Order requests for pricing are current.
<input type="checkbox"/>	The Contractor is maintaining a clean worksite in accordance with the Contract Documents.
<input type="checkbox"/>	All Subcontractor payments are current at the time of reduction request.
<input type="checkbox"/>	GC is in compliance with CHRO provisions of the contract.
General Contractor Certification: [Written Name] [Signature] [Date]	
Project Manager Recommendation: [Written Name] [Signature] [Date]	
ADPM Approval: [Written Name] [Signature] [Date]	
END	
CT DAS 7048 (Rev. 07.01.2025)	7000 Construction Phase Forms

End of Section 00 72 13.1
Supplementary Conditions Of The Contract For Construction
For Design-Bid-Build (D-B-B)

The State Military Department is required to insert the substance of Article VIII of each Master Cooperative Agreement (MCA), MCCA or Appendix in all contracts utilizing federal funds issued under the CA, unless State/Territory laws or regulations offer more protection. The following sections are made a part of this bid/contract/purchase order:

ARTICLE VIII - APPLICABLE LAWS AND REGULATIONS

Section 801. Applicable Law.

This MCA is incidental to the implementation of a Federal program. Accordingly, this MCA and associated appendices shall be governed by and construed according to federal law as it may affect the rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.

Title 2 Code of Federal Regulations (CFR) Part 200, current PARC policy, NGR 5-1 or successor CNGB I & M, are hereby incorporated into this MCA by reference as if fully set forth herein and shall govern this Agreement. Attachment A consists of those provisions of part 200 which are terms & conditions commonly applicable to NGB assistance instruments.

Section 803. Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Section 804. Lobbying.

- a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.
- b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805. Drug-Free Work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements

in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Section 806. Environmental Protection.

- a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:
 - 1. The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
 - 2. Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
 - 3. The Resources Conservation and Recovery Act (RCRA);
 - 4. The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
 - 5. The National Environmental Policy Act (NEPA);
 - 6. The Solid Waste Disposal Act (SWDA));
 - 7. The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
 - 8. To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:
 - 1. The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - 2. Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - 3. Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - 4. Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - 5. Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - 6. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807. Use of United States Flag Carriers.

- a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.
- b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Section 808. Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for

participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and subrecipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

Section 809. The Infrastructure Investment and Jobs Act (“IIJA”).

Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that the head of each Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Grants and Cooperative Agreements Policy Letter, 22-06, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure..

GCAPL 22-06 applies to all new awards made on or after May 14, 2022, and any amendments to awards obligating additional funds to existing awards that are executed on or after May 14, 2022.

Section 810. Uniform Relocation Assistance and real Property Acquisition Policies

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811. Copeland “Anti-Kickback” Act.

The state covenants and agrees that it will comply with the Copeland “Anti-Kickback” Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland “Anti-Kickback” Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812. Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

Section 813. System for Award Management and Data Universal Numbering Requirements

System for Award Management and Data Universal Numbering Requirements (DUNS) as indicated below:

- a. Requirement for SAM. You as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this Agreement or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- b. Requirement for DUNS Numbers. If you are authorized to make subawards under this Agreement, you:
 1. Must notify potential subrecipients that no entity (see definition in paragraph (c) of this Agreement term) may receive a subaward from you unless the entity has provided its DUNS number to you; and
 2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.
 3. Definitions. For purposes of this Agreement:
 - a. SAM means the official U.S. Government system that consolidated the capabilities of CCR and EPLS. There is NO fee to register in SAM. Entities may register at no cost at the current OMB website.

Additional information about registration procedures, updating your recipient account, searching records, as well as user guides and helpful hints may be found at the SAM website.

1. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box.
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:
 1. A Governmental organization, which is a State, local Government, or Indian Tribe;
 2. A foreign public entity;
 3. A domestic or foreign nonprofit organization;
 4. A domestic or foreign for-profit organization; and
 5. A Federal Agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or Program for which you received this Agreement and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or Program.
 - c. A subaward may be provided through any legal Agreement, including an Agreement that you consider a contract.
5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this Agreement; and Is accountable to you for the use of the Federal funds provided by the subawards

Section 814. Reporting Subawards and Executive Compensation

The Grantee covenants and agrees to comply with the Reporting Subawards and Executive Compensation requirements indicated below:

- a. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov> .
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. Reporting Total Compensation of Recipient Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

-
- B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
 - 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
 - c. Reporting of Total Compensation of Subrecipient Executives.
 - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)
 - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
 - d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
 - e. Definitions. For purposes of this award term:
 - 1. Entity means all of the following, as defined in 2 CFR Part 200:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 - 2. Executive means officers, managing partners, or any other employees in management positions.
 - 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a

- subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

~END OF SECTION ~

General Contractor (GC) Retainage Reduction Request

Page 1 of 1

<p align="center">Military Department (MIL) 360 Broad Street, Hartford, CT 06105 General Contractor (GC) Retainage Reduction Request</p>			
Date:	Insert		
To MIL Project Manager (PM):	Insert	Suite:	FMO
From General Contractor (GC):	Insert		
MIL Project Number:	Insert		
MIL Project Title:	Insert		
MIL Project Location:	Insert		
Subject:	Retainage Reduction		
Current % Project Completed:	Insert %		
Current % Retained:	Insert %		

In accordance with the Commission on Human Rights and Opportunities (CHRO) Regulations of Connecticut State Agencies (R.C.S.A.) Section 46a-68j-26(a) and Connecticut General Statutes (C.G.S.) Section 46a-68d:

General Contractor Name

hereby requests a two percent (2%) reduction in retainage from ##.# % to ##.# %

<input type="checkbox"/>	Based upon receipt of the attached CHRO Approval Letter dated:	Date
<input type="checkbox"/>	CHRO Approval Letter (attached).	
<input type="checkbox"/>	CHRO Plan (attached).	
<input type="checkbox"/>	Based upon receipt of the attached CHRO Release of 2% Retainage Letter dated:	Date
<input type="checkbox"/>	CHRO Release of 2% Retainage Letter (pending approval of CHRO Plan) (attached).	

In accordance with the General Conditions, Article 28 Progress Payments,

General Contractor Name

hereby requests a reduction of retainage from ##.# % to ##.# %.

The following list of items required under the General Conditions is in compliance with the terms of the contract and has been verified by the General Contractor (GC):

<input type="checkbox"/>	MIL Construction Services Contractor Performance Evaluation Score is a minimum of Sixty Percent (60%) .
<input type="checkbox"/>	Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate basis for progress of the Work.
<input type="checkbox"/>	Timely and proper submission of all required Contract Document submissions including but not limited to Shop Drawings, material certificates, material samples and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate progress of the Work.
<input type="checkbox"/>	Proper and adequate supervision and home office support of the Project.
<input type="checkbox"/>	The Work completed to date has been installed or finished in a manner acceptable to the Owner.
<input type="checkbox"/>	The progress of the Work is consistent with the approved CPM Schedule.
<input type="checkbox"/>	All approved credit Change Orders have been invoiced.
<input type="checkbox"/>	All Change Order requests for pricing are current.
<input type="checkbox"/>	The GC has and is maintaining a clean worksite in accordance with the Contract Documents.
<input type="checkbox"/>	All Subcontractor payments are current at the time of reduction request.
<input type="checkbox"/>	GC is compliant with CHRO provisions of the contract.

General Contractor Certification:	<input type="text"/> (Written Name)	<input type="text"/> (Signature)	<input type="text"/> (Date)
Project Manager Recommendation:	<input type="text"/> (Written Name)	<input type="text"/> (Signature)	<input type="text"/> (Date)
ADPM Approval:	<input type="text"/> (Written Name)	<input type="text"/> (Signature)	<input type="text"/> (Date)

END

This page intentionally left blank

Table 1
SBE/MBE Subcontractor Participation Schedule
(Instructions are provided on page 2; make as many copies of page 1 as necessary)

Project Information:	
Project Number:	Click or tap here to enter text.
Project Name:	Click or tap here to enter text.
Project Location:	Click or tap here to enter text.
Total Estimated Contract Value:	\$ Click or tap here to enter text.

(A) List of MBE Subcontractors/Suppliers Participating On The Project:				
MBE Subcontractor/Supplier Company Name	Address	MBE Expiration Date	*Class of Work	MBE Subcontract Value
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
**Total Amount of MBE Subcontract Values:				\$ Enter text.
Total Amount of MBE Subcontract Values ÷ Total Estimated Contract Value x 100:				Enter text. %

(B) List of SBE Subcontractors/Suppliers Participating On The Project:				
SBE Subcontractor/Supplier Company Name	Address	SBE Expiration Date	*Class of Work	SBE Subcontract Value
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
Click or tap here to enter text.	Click or tap here to enter text.	Enter text.	Enter text.	\$ Enter text.
Total Amount of SBE Subcontract Values:				\$ Enter text.
Total Amount of SBE Subcontract Values ÷ Total Estimated Contract Value x 100:				Enter text. %
**Total Amount of MBE and SBE Subcontract Values:				\$ Enter text.
Total Amount of MBE and SBE Subcontract Values ÷ Total Estimated Contract Value x 100:				Enter text. %

***Class of Work:** Means the name of the trade work to be provided by the Subcontractor or Supplier.

****Total Amount of MBE and SBE Subcontract Values:** The SBE/MBE subcontractor participation goal percentages are provided on page 1 of the Bid Proposal Form.

General Instructions:

(1) LIST SBE/MBE SUBCONTRACTORS:

The Bidder must complete **Table 1** of **this Section 00 73 27** by listing the **DAS-certified SBE/MBE Subcontractors** (or Suppliers) to be used on this Project along with the **dollar amounts** to be paid to each.

(2) ATTACH SBE/MBE CERTIFICATES:

The Bidder must provide a copy of the current (*not expired*) **DAS SBE/MBE Certificate** for every **SBE/MBE Subcontractor** (or Supplier) listed in **Table 1** of **this Section 00 73 27**.

(3) ATTACH DAS PREQUALIFICATION CERTIFICATES AND UPDATE STATEMENTS FOR SBE/MBE SUBCONTRACTS GREATER THAN \$1,000,000:

The Bidder must provide a copy of the current (*not expired*) **DAS Prequalification Certificate and Update Statement** for each **SBE/MBE Subcontractor** (or Supplier) listed in **Table 1** of **this Section 00 73 27** whose Subcontract Value is greater than \$1,000,000 and to the extent that their **Class of Work** is a **DAS Prequalification Classification**.

Pursuant to the Connecticut General Statutes Sections 4a-100 and 4b-91(j), as amended, *each such SBE/MBE Subcontractor must* be prequalified in the **DAS Prequalification Classification** *at the time of bid submission*.

The list of **DAS Prequalification Classifications** can be found here:

<https://portal.ct.gov/das/procurement-programs-and-services/contractor--prequalification/classifications>.

(4) Email completed copies of this Section 00 73 27 with *all attachments* to the awarding authority within ten (10) calendar days *after* receipt of the "Subcontractor Information Request".

**End of Section 00 73 27
SBE/MBE Subcontractor Participation Schedule**

**Connecticut Department Of Labor (CT DOL)
Prevailing Wage Rates / Contractor's Wage Certification /
Payroll Certification**

**Minimum Rates and Classifications
for Building Construction**

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

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following pages 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 sub-contractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his hourly wage.

Project Number:	25MIL23702	Project Town:	Windsor Locks
Project: CSMS Compressor Replacement			

The following pages contain:

1.	CT General Statutes Section 31-53b: Construction Safety and Health Course. Proof of completion required for employees on public building projects.	2 pages
2.	Informational Bulletin – The 10-Hour OSHA Construction Safety and Health Course	2 pages
3.	Notice For All Mason Contractors	1 page
4.	CT General Statutes Section 31-55a: Special Notice re: Wage Rate Adjustments	1 page
5.	Contractor's Wage Certification Form	1 page
6.	Payroll Certification – Public Works Projects	4 pages
7.	Informational Bulletin - Occupational Classifications	6 pages
8.	Footnotes (07-01-2025) and Important Information (07-01-2025)	4 pages
9.	Prevailing Wage Law Poster	1 page
10.	Prevailing Wage Rates - English	11 pages

For Prevailing Wage Projects on and after July 1, 2025, in accordance with C.G.S. § 31-53 as amended by Public Act 25-168, the Bidder agrees to include the C.G.S. § 31-53 prevailing wage provision in each contract, including contracts for off-site custom fabrication. For purposes of this section, "off-site custom fabrication" means the fabrication of systems that are fabricated at a site located within the state other than the location of a public works project, but are fabricated specifically for such public works project, including plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems. "Off-site custom fabrication" does not include components or materials that are stock shelf items or readily available.

As of: (As Stated at bottom of Wage Rates)

1. CT General Statutes Section 31-53b: Construction Safety and Health Course. Proof of completion required for employees on public building projects

Sec. 31-53b. Worker training requirements for public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (h) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and, on or after July 1, 2012, that any plumber or electrician subject to the continuing education requirements of section [20-334d](#), who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on such public works project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

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

(c) Not later than January 1, 2012, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or, in the case of a supplemental refresher training course, shall include, but not be limited to, an update of revised Occupational Safety and Health Administration standards and a review of required construction hazards training, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project or, in the case of supplemental refresher training, a student course completion card issued by said Occupational Safety and Health Administration authorized trainer dated not earlier than five years prior to the date such electrician or plumber begins work on such public works project.

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

(P.A. 06-175, S. 1; P.A. 08-83, S. 1; P.A. 10-47, S. 2; P.A. 11-63, S. 1.)

1. CT General Statutes Section 31-53b: Construction Safety and Health Course. Proof of completion required for employees on public building projects

(continued)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009; P.A. 10-47 made a technical change in Subsec. (a); P.A. 11-63 amended Subsec. (a) by adding provision re supplemental refresher training course for plumbers and electricians subject to Sec. 20-334d, amended Subsec. (c) by adding provisions re regulations and subject matter of refresher training course and refresher training course student completion cards, and made technical changes, effective July 1, 2011.

2. Informational Bulletin – The 10-Hour OSHA Construction Safety and Health Course

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE, PROGRAM OR TRAINING

(Applicable to public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered
into *on or after July 1, 2009*)

- (1) This requirement was created by Public Act No. 08-83, which is codified in Section 31-53b of the Connecticut General Statutes;
- (2) The course, program or training is required for public works contracts as described by Conn. Gen. Stat. § 31-53(g) entered into on or after July 1, 2009;
- (3) It is required of private workers (not state or municipal workers) and apprentices who perform the work of a mechanic, laborer or worker pursuant to the classifications of labor under Conn. Gen. Stat. § 31-53 on a public works project as described by Conn. Gen. Stat. § 31-53(g);
- (4) The ten-hour construction safety and health course, program or training pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, a new mining training program approved by the Federal Mine Safety and Health Administration in accordance with 30 C.F. R. 48, or, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is <https://www.osha.gov/otiec/>;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Proof of course, program or training completion shall be demonstrated through the presentation of a “completion document” (card, document, certificate or other written record issued by federal OSHA or by the Federal Mine Safety and Health Administration) as defined by Conn. State Agencies Regs. § 31-53b-1(2).
- (8) Any completion document with an issuance date more than 5 years prior to the commencement date of the public works project shall not constitute proof of compliance with § 31-53b;
- (9) For each person who performs the duties of a mechanic, laborer or worker on a public works project, the contractor shall affix a copy of the completion document

2. Informational Bulletin – The 10-Hour OSHA Construction Safety and Health Course <i>(continued)</i>

to the certified payroll required to be submitted to the contracting agency for such project on which such worker's name first appears;

- (10) Any mechanic, laborer or worker on a public works project found to be in non-compliance shall be subject to removal from the project if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (11) Any such employee who is determined to be in noncompliance may continue to work on a public works project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (12) The statute provides the minimum standards required for the completion of a construction safety and health course, program or training by employees on public works contracts; any contractor can exceed these minimum requirements.;
- (13) Regulations pertaining to § 31-53b are located at Conn. State Agencies Regs. §31-53b-1 *et seq.*, and are effective May 5, 2009. The regulations are posted on the CTDOL website;
- (14) Any questions regarding this statute or the regulations may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <https://portal.ct.gov/dol/divisions/wage-and-workplace-standards>; or by telephone at (860)263-6790.

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

3. Notice for All Mason Contractors

November 29, 2006

Notice To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute.

Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute.

The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

Forklift Operator:

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

4. CT General Statutes Section 31-55a: Special Notice re: Wage Rate Adjustments

STATUTE 31-55a

- SPECIAL NOTICE -

To: All State and Political Subdivisions, Their Agents, and Contractors

Connecticut General Statute 31-55a - Annual adjustments to wage rates by contractors doing state work.

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

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

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

5. Contractor's Wage Certification Form

The **Contractor's Wage Certification Form** can be found here:

- Go to the Connecticut Department of Labor website (<https://portal.ct.gov/dol/>).
- Click on the "**Services**" tab, then under "**Wage and Workplace Standards**", click on "**Prevailing Wages**".
- Scroll down and click on "**Payroll Certification For Public Works Projects**".
- Scroll down and click on "**Wage & Workplace Standards Forms**".
- Under "**Prevailing Wage**", click on "**Contractor's Wage Certification Form**" (<https://portal.ct.gov/dol/-/media/dol/2022-new-design-system/divisions/wage-and-workplace-standards/contractwage.pdf>).

<p>CONNECTICUT DEPARTMENT OF LABOR WAGE AND WORKPLACE STANDARDS DIVISION</p> <p>CONTRACTORS WAGE CERTIFICATION FORM Construction Manager at Risk/General Contractor/Prime Contractor</p>	
I, _____	of _____
Officer, Owner, Authorized Rep.	Company Name
do hereby certify that the _____	
Company Name	

Street	

City	
and all of its subcontractors will pay all workers on the	

Project Name and Number	

Street and City	
the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).	

Signed	
Subscribed and sworn to before me this _____ day of _____, _____.	

Notary Public	
Return to:	
Connecticut Department of Labor Wage & Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109	
Rate Schedule Issued (Date): _____	

6. Payroll Certification – Public Works Projects

CERTIFIED PAYROLL FORM WWS – CPI

In accordance with [Connecticut General Statutes Section 31-53](#), Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency.

Note: Once you have downloaded these forms and are ready to print them out, set the print function on your PC to the horizontal print orientation.

Note2: Please download both the Payroll Certification for Public Works Projects **and** the Certified Statement of Compliance for a complete package. The Certified Statement of Compliance appears on the same page as the Fringe Benefits Explanation page.

- [Certified Payroll Form WWS-CPI](#) (PDF, 727KB)
- [Sample Completed Form](#) (PDF, 101KB)

The **Certified Payroll Form** can be found here:

- Go to the Connecticut Department of Labor website (<https://portal.ct.gov/dol/>).
- Click on the “**Services**” tab, then under “**Wage and Workplace Standards**”, click on “**Prevailing Wages**”.
- Scroll down and click on “**Prevailing Wage Bid Package**”.
- Click on “**Payroll Certification – Public Works Projects**”.
- Click on “**Certified Payroll Form WWS-CPI**” (<https://portal.ct.gov/dol/-/media/DOL/2022-New-Design-System/Divisions/wage-and-workplace-standards/payrollcert1.pdf>)

6. Payroll Certification – Public Works Projects (continued)

**EXAMPLE:
Weekly Payroll Certification Form (page 1)
Form WWS-CP1**

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS															Connecticut Department of Labor Wage and Workplace Standards Division 200 Folly Brook Blvd. Wethersfield, CT 06109						
WEEKLY PAYROLL																					
CONTRACTOR NAME AND ADDRESS:										SUBCONTRACTOR NAME & ADDRESS					WORKERS COMPENSATION INSURANCE CARRIER						
PAYROLL NUMBER		Week-Ending Date		PROJECT NAME & ADDRESS											POLICY #						
															EFFECTIVE DATE:						
															EXPIRATION DATE:						
PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALI/ FEMALE AND RACE*	WORK CLASSIFICATION	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY	
				S	M	T	W	TH	F	S					FICA	FEDERAL	STATE	LIST OTHER			
				HOURS WORKED EACH DAY							Total OT Hours	TOTAL FRINGE BENEFIT PLAN CASH									
											\$	1. \$									
											Base Rate	2. \$									
												3. \$									
												4. \$									
											\$	5. \$									
											Cash Fringe	6. \$									
											\$	1. \$									
											Base Rate	2. \$									
												3. \$									
												4. \$									
											\$	5. \$									
											Cash Fringe	6. \$									
											\$	1. \$									
											Base Rate	2. \$									
												3. \$									
												4. \$									
											\$	5. \$									
											Cash Fringe	6. \$									

12/9/2013 *IF REQUIRED
WWS-CP1 *SEE REVERSE SIDE PAGE NUMBER ____ OF ____

OSHA 10 - ATTACH CARD TO 1ST CERTIFIED PAYROLL

6. Payroll Certification – Public Works Projects (continued)

EXAMPLE:
Weekly Payroll Certification Form (page 2)
Fringe Benefits Explanation and Certified Statement of Compliance

*FRINGE BENEFITS EXPLANATION (P):

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as
Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

a) The records submitted are true and accurate;

b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;

c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);

d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;

e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and

f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA--The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature) _____
(Title) Submitted on (Date)

THIS IS A PUBLIC DOCUMENT
DO NOT INCLUDE SOCIAL SECURITY NUMBERS

6. Payroll Certification – Public Works Projects (continued)

**EXAMPLE:
Weekly Payroll Certification Form (page 3)
Form WWS-CP2**

Weekly Payroll Certification For Public Works Projects (Continued)										PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS										Week-Ending Date: _____ Contractor or Subcontractor Business Name: _____				
PERSON/WORKER, ADDRESS and SECTION			APPR RATE %	MALE/FEMALE AND RACE	WORK CLASSIFICATION <small>Trade License Type & Number OSHA 10 Certification Number</small>	DAY AND DATE							Total ST Hours	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS <small>Per Hour 1 through 6 (see back)</small>	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS				GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY		
						S	M	T	W	TH	F	S												
						HOURS WORKED EACH DAY							Total O/T Hours											
														\$	1.5									
														Base Rate	2.5									
															3.5									
															4.5									
														\$	5.5									
														Cash Fringe	6.5									
														\$	1.5									
														Base Rate	2.5									
															3.5									
															4.5									
														\$	5.5									
														Cash Fringe	6.5									
														\$	1.5									
														Base Rate	2.5									
															3.5									
															4.5									
														\$	5.5									
														Cash Fringe	6.5									
														\$	1.5									
														Base Rate	2.5									
															3.5									
															4.5									
														\$	5.5									
														Cash Fringe	6.5									
														\$	1.5									
														Base Rate	2.5									
															3.5									
															4.5									
														\$	5.5									
														Cash Fringe	6.5									
														\$	1.5									
														Base Rate	2.5									
															3.5									
															4.5									
														\$	5.5									
														Cash Fringe	6.5									

12/9/2013
WWS-CP2

*IF REQUIRED

NOTICE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE (FORM # WWS-CP1)

PAGE NUMBER ____ OF ____

7. Informational Bulletin – Occupational Classifications

Information Bulletin ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "*job classification*" on prevailing wage projects covered under C.G.S. Section 31-53(d).

Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.

Below are additional clarifications of specific job duties performed for certain classifications:

- **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

- **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

- **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

- **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

7. Informational Bulletin – Occupational Classifications *(continued)*

- **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing: student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

- **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

- **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

- **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. ****License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.***

7. Informational Bulletin – Occupational Classifications *(continued)*

- **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. ****License required by Connecticut General Statutes: R-1,2,5,6.***

- **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

- **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

- **IRONWORKERS**

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

- **INSULATOR**

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

- **LABORERS**

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal)).

7. Informational Bulletin – Occupational Classifications *(continued)*

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

- **PAINTERS**

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

- **LEAD PAINT REMOVAL**

- Painter's Rate

1. Removal of lead paint from bridges.
2. Removal of lead paint as preparation of any surface to be repainted.
3. Where removal is on a Demolition project prior to reconstruction.

- Laborer's Rate

1. Removal of lead paint from any surface NOT to be repainted.
2. Where removal is on a *TOTAL* Demolition project only.

- **PLUMBERS AND PIPEFITTERS**

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. ****License required per Connecticut General Statutes: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.***

- **POWER EQUIPMENT OPERATORS**

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. ****License required, crane operators only, per Connecticut General Statutes.***

- **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

7. Informational Bulletin – Occupational Classifications *(continued)*

- **SHEETMETAL WORKERS**

Fabricate, assemble, install and repair sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

- **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems.

****License required per Connecticut General Statutes: F-1,2,3,4.***

- **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

- **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are required to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. ****License required, drivers only, per Connecticut General Statutes.***

7. Informational Bulletin – Occupational Classifications *(continued)*

For example:

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.
- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

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

8. Footnotes and Important Information

Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES 07-01-2025

Connecticut Department of Labor Wage and Workplace Standards Division FOOTNOTES

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

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

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

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

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

Dredging (Heavy)

- a. Paid Holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day.
- b. Vacation: Eight Percent (8%) of the straight time rate, multiplied by the total hours worked.

Elevator Constructors: Mechanics

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

8. Footnotes and Important Information *(continued)*

Glaziers

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

Power Equipment Operators

(Heavy and Highway Construction & Building Construction)

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

Ironworkers

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

Laborers (Tunnel Construction)

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

Roofers

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

Sprinkler Fitters

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

Truck Drivers

(Heavy and Highway Construction & Building Construction)

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

Rev. 7/1/25

8. Footnotes and Important Information (*continued*)

**Connecticut Department of Labor
Wage and Workplace Standards Division
IMPORTANT INFORMATION (07-01-2025)
July 1st Rates Information**

Important Information:

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

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

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage rate.

**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 Sections 31-51-d-1 through 12 of the Regulations of Connecticut State Agencies, "Work Training Standards for Apprenticeship and Training Programs", shall be paid the appropriate percentage of the prevailing journeymen hourly base and the appropriate fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

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

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision. Contractors are responsible to pay the appropriate rates.

8. Footnotes and Important Information *(continued)*

All persons who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification. All persons who perform custom offsite fabrication of the following systems related to the project: plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems 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 and/or perform custom offsite fabrication of the following systems related to the project: plumbing systems, heating systems, cooling systems, pipefitting systems, ventilation systems or exhaust duct systems. These requirements pertain to All Persons performing work regardless of their ownership position within the business entity, i.e. owners, corporate officers, LLC members, partners, etc. 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 coverage, classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860) 263-6790 or email dol.prevailingwage@ct.gov.

9. Prevailing Wage Law Poster

To download a printable copy of the poster:

- Go to the Connecticut Department of Labor website (<https://portal.ct.gov/dol/>).
- Click on the "**Services**" tab, then under "**Wage and Workplace Standards**", click on "**Prevailing Wages**".
- Scroll down and click on "**Prevailing Wage Law Poster**".
- Scroll down to "**Prevailing Wage**" and click on "**Prevailing Wage Law Poster**":
<https://portal.ct.gov/dol/-/media/dol/2022-new-design-system/divisions/wage-and-workplace-standards/prevwageposter62415.pdf>.



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

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

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

10. Prevailing Wage Rates *(located after this page)*

Minimum Rates and Classifications
for Building Construction

ID#: 26-6226

Connecticut Department of Labor
Wage and Workplace Standards Division

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

Project Number: 25MIL23702 Project Town: Windsor Locks
State#: FAP#:
Project: Camp Hartell: CSMS Compressor Replacement

CLASSIFICATION	Hourly Rate	Benefits
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**		
1c) Asbestos Worker/Heat and Frost Insulator	50.16	35.30
2) Boilermaker	50.21	30.01
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	45.76	38.45 + a
3b) Tile Setter	43.0	34.75
3c) Tile and Stone Finishers	36.0	29.43
3d) Marble & Terrazzo Finishers	35.7	29.73
3e) Plasterer	44.52	29.63

3f) Terrazzo Mechanics & Marble Setters	40.6	39.93
-----LABORERS-----		
4) Group 1: General laborers, carpenter tenders, concrete specialists, wrecking laborers and fire watchers.	37.0	30.47
4) Group 1a: Acetylene Burners (Hours worked with a torch)	38.0	30.47
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	37.25	30.47
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	37.5	30.47
4c) **Group 4: Pipelayers: Licensed P6 -P7 (one or two employees of the total crew who primary task is to perform mating of pipe sections).	38.0	30.47
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	37.75	30.47
4e) Group 6: Blasters, nuclear and toxic waste removal.	40.0	30.47
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	40.0	30.47
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	37.5	30.47
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	37.0	30.47

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4i) Group 10: Traffic Control Signalman	22.2	30.47
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.	44.48	29.74
5a) Millwrights	45.14	30.24
5b) Carpenter - Welder	44.98	29.74
5c) Carpenter: Working with creosote lumber or acid	45.48	29.74
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)	50.25	37.47+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	69.55	38.985+a+b
-----OUTSIDE LINE CONSTRUCTION-----		
Groundman	32.1	13.95
Linemen/Cable Splicer	58.37	33.94
8) Glazier (Trade License required: FG-1,2)	44.73	27.65+ a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	45.25	46.62 + a

----OPERATORS----

Group 1: Crane Handling or Erecting Structural Steel or Stone, Hoisting Engineer (2 drums or over), Deep Shaft over 14". (Trade License Required)	60.66	30.95 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	55.6	30.95 + a
Group 2: Cranes (100 ton rate capacity and over). (Trade License Required)	60.24	30.95 + a
Group 2a: Cranes (under 100 ton rated capacity), Magni Type-360 Rotating Forklift.	59.2	30.95 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer), HF-1 Forklift, Drills with self contained power units, Micropile up to 14 inches helical pile.	55.17	30.95 + a
Group 3: Excavator; Gradall; 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 Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	54.13	30.95 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	53.61	30.95 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, 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 mandrel).	52.78	30.95 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller, Geothermal Drill.	52.78	30.95 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	52.35	30.95 + a

As of: June 4, 2026

Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	51.89	30.95 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	51.34	30.95 + 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); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	50.74	30.95 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	47.91	30.95 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	47.91	30.95 + a
Group 12: Wellpoint Operator.	47.82	30.95 + a
Group 13: Compressor Battery Operator.	47.04	30.95 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	45.45	30.95 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	44.89	30.95 + a
Group 16: Maintenance Engineer and Articulating End Dump.	43.99	30.95 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	49.95	30.95 + a

Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	46.6	30.95 + a
Surveyor: Chief of Party	50.21	30.95 + a
Surveyor: Assistant Chief of Party	46.3	30.95 + a
Surveyor: Instrument Man	44.55	30.95 + a
Surveyor: Rodman or Chainman	38.34	30.95 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	41.17	27.65
10b) Taping Only/Drywall Finishing	41.92	27.65
10c) Paperhanger and Red Label	41.67	27.65
10d) Spray	44.17	27.65
10e) Spray Helper	42.17	27.65
10f) Blast	46.17	27.65
10g) Blast Helper	42.17	27.65

11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	52.08	36.80
12) Well Digger, Pile Testing Machine	37.26	24.05 + a
13) Roofer (composition)	45.85	23.99
14) Roofer (slate & tile)	46.35	23.99
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	44.7	44.38
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)	52.08	36.80

-----TRUCK DRIVERS-----

17) Block Truck	39.98	33.00 + a
17a) 2 Axle	38.66	33.00 + a
17ab) Helpers	36.16	33.00 + a
17b) 3 Axle, 2 Axle Mixer	38.77	33.00 + a
17c) 3 Axle Mixer	38.83	33.00 + a
17d) 4 Axle	38.89	33.00 + a

17e) 4 Axle Mixer	40.69	33.00 + a
17ef) 5 Axle	38.89	33.00 + a
17eg) 5 Axle Mixer	40.69	33.00 + a
17f) Heavy Duty Trailer (40 Tons and Over)	41.16	33.00 + a
17g) Euclids and Semi-Trailer	38.94	33.00 + a
17h) Heavy Duty Trailer up to 40 tons	39.89	33.00 + a
17i) Snorkle Truck	39.04	33.00 + a
17j) Swivel Dump and Tack Truck	38.89	33.00 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	56.78	35.24 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

Surveyors: Hazardous material removal: \$3.00 per hour premium.

*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.

Truck Drivers: Trainers Premium: \$3.00 over wage rate.

Truck Drivers: Night Premium - Mixer Drivers: \$2.00 over wage 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

As of: June 4, 2026

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. For those without internet access, please contact the division listed below.

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

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

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

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.

Build America, Buy America Act (BABA) Requirements for Projects with Federal Financial Assistance

1.0 Applicability:

- 1.1 **Applicability to this Project:** See page 1 of Section 00 11 16 *Invitation to Bid* or page 1 of Section 00 41 00 *Bid Proposal Form* for applicability to this specific project.

Effective Date: The Federal Government's "**Build America, Buy America Act (BABA)**", enacted on November 15, 2021 under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Sections 70901 – 70927 of Public Law No. 117-58, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects, effective **October 23, 2023** (except as provided in Title 2 of the Code of Federal Regulations ("2 CFR"), Part 184.2(c)).

"Buy America Preference": In accordance with Sections 70912 and 70914 of BABA, all non-Federal entities who receive **Federal financial assistance** obligated on or after the effective date of October 23, 2023, for an infrastructure project, are subject to the provisions of BABA. The **Buy America Preference** provisions of BABA dictate that, absent a waiver, none of the funds made available for a Federal award for an infrastructure project may be obligated unless **all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States**.

Waivers to the Buy America Preference: The Buy America Preference applies to infrastructure spending unless a Federal agency issues a waiver in three limited situations: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. Before issuing a waiver, under Section 70914(c), the head of a Federal agency must make publicly available a detailed written explanation for the proposed determination to issue the waiver and provide a period of not less than 15 days for public comment on the proposed waiver.

Note: The guidance provided in this section 00 73 73 is subject to change if the Office of Management and Budget (OMB) updates guidance on the application of BABA for Federal financial assistance programs for infrastructure.

1.2 Applicable Federal Laws, Policies, and Guidance:

- [Executive Order 14005: Ensuring the Future is Made in All of America by All of America's Workers](#), January 25, 2021
- OMB [Memorandum M-21-26: Increasing Opportunities for Domestic Sourcing and Reducing the Need for Waivers from Made in America Laws](#), June 11, 2021
- [Public Law 117-58: "Infrastructure Investment and Jobs Act"](#), November 15, 2021
- OMB [Memorandum M-22-08: Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America, Buy America Provisions of the Infrastructure Investment and Jobs Act](#), December 20, 2021
- OMB [Memorandum M-22-11: Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), April 18, 2022
- [White House Guidebook To The Bipartisan Infrastructure Law For State, Local, Tribal, And Territorial Governments, And Other Partners](#), May 2022
- Federal Register (FR), [88 FR 57787, Guidance for Grants and Agreements](#), August 23, 2023;
- [2 CFR Part 184](#), Buy America Preferences for Infrastructure Projects, August 23, 2023
- OMB [Memorandum M-24-02: Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#), October 25, 2023 ("OMG Guidance");
- [Made In America Office \(MIAO\) Website](#)
- [MIAO Waiver Website](#)
- Agency-Specific [Buy America Waivers for Federal Financial Assistance Programs for Infrastructure](#)
- Build America, Buy America Act – [OMB web page](#)

1.3 Related DAS/CS Documents:

- Section 00 21 13 Instructions to Bidders (subsection 1.20 Projects With Federal Financial Assistance);
- Section 00 41 00 Bid Proposal Form (Attachment 4: Build America, Buy America Acknowledgment);
- Section 00 72 13.1 Supplementary Conditions of the Contract for Construction for Design-Bid-Build (subsection 36.4 Build America, Buy America Act).

2.0 Definitions:

Key terms that have relevance to the interpretation and implementation of the “Buy America Preference” are defined in the BABA statute and may be found in 2 CFR parts 184 and 200 and in OMB guidance.

“**Build America, Buy America Act (BABA)**” is defined in 2 CFR 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58).

“**Buy America Preference**” is defined in 2 CFR 184.3 and means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“**Component**” is defined in 2 CFR 184.3 and means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into a manufactured product or, where applicable, an iron or steel product.

“**Construction materials**” is defined in 2 CFR 184.3 and means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- .1 Non-ferrous metals;
- .2 Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- .3 Glass (including optic glass);
- .4 Fiber optic cable (including drop cable);
- .5 Optical fiber;
- .6 Lumber;
- .7 Engineered wood; and
- .8 Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“**Federal Award**” is defined in 2 CFR 200.1 and means the Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR 200.101.

“**Federal Awarding Agency**” is defined in 2 CFR 200.1 and means the Federal agency that provides a Federal award directly to a non-Federal entity.

“**Federal Financial Assistance**” is defined in 2 CFR 200.1 and means assistance from the Federal Government that non-Federal entities receive or administer in the form of grants, cooperative agreements, non-cash contributions or donations of property, direct appropriations, loans, loan guarantees, and other types of financial assistance.

“**Infrastructure**” is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).

“**Infrastructure project**” is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

“**Iron or steel products**” is defined in 2 CFR 184.3 and means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

“**Manufactured products**” is defined in 2 CFR 184.3 and means:

- (1) Articles, materials, or supplies that have been (i) processed into a specific form and shape, or (ii) combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (2) If an item is classified as an iron or steel product, a construction material, or a Section 70917(c) material under the paragraph below for “**Categorization of articles, materials, and supplies**” and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under the paragraph below for “**Categorization of articles, materials, and supplies**” and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or Section 70917(c) materials.

2.0 Definitions: (continued)

“Manufacturer” is defined in 2 CFR 184.3 and means the entity that performs the final manufacturing process that produces a manufactured product.

“Non-Federal Entity” is defined in 2 CFR 200.1 and means a State, local government, Indian tribe, Institution of Higher Education, or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

“Predominantly of iron or steel or a combination of both” is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

“Produced in the United States” is defined in 2 CFR 184.3 and means:

- (1) In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) In the case of manufactured products: (i) The product was manufactured in the United States; and (ii) The cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.
- (3) In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

“Section 70917(c) materials” is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. See Section 70917(c) of the Build America, Buy America Act.

3.0 BABA Requirements for Buy America Preference:

3.1 Buy America Preference: In accordance with the “Buy America Preference” defined in 2 CFR 184.3 and described in OMB M-24-02, the Bidder/Contractor is hereby notified that, absent a waiver, **none** of the funds provided under the Federal award may be used for this infrastructure project **unless**:

3.1.1 All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

3.1.2 All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See below for determining the cost of components for manufactured products.

3.1.3 All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. The manufacturing processes and “construction material standards” are listed below.

3.2 Determining the cost of components for manufactured products: In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

3.2.1 For components purchased by the manufacturer: The cost of components is the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

3.2.2 For components manufactured by the manufacturer: The cost of components is all costs associated with the manufacture of the component, including transportation costs as described in the paragraph above, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

3.0 BABA Requirements for Buy America Preference: (continued)

- 3.3 Construction material standards and manufacturing processes:** The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.
- 3.3.1 Non-ferrous metals:** All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.
- 3.3.2 Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables):** All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.
- 3.3.3 Glass (including optic glass):** All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.
- 3.3.4 Fiber optic cable (including drop cable):** All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.
- 3.3.5 Optical fiber:** All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.
- 3.3.6 Lumber:** All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.
- 3.3.7 Drywall:** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- 3.3.8 Engineered wood:** All manufacturing processes, from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.
- 3.4 Categorization Of Articles, Materials, And Supplies:** An article, material, or supply should only be classified into one of the following categories: (i) iron or steel products; (ii) manufactured products; (iii) construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.
- 3.4.1 Application of the Buy America Preference by Category.** An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.
- 3.5 Incorporation Into An Infrastructure Project:** The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.
- 3.6 Funding for An Infrastructure Project:** The Buy America Preference applies to an *entire infrastructure project*, even if it is funded by both Federal and non-Federal funds under one or more awards. In other words, if an infrastructure project receives a Federal award, the Buy America Preference applies to both the Federal funds and non-Federal funds used for the infrastructure project.
- 3.7 Subcontracts and Purchase Orders:** The Buy America Preference must be included in all subawards, contracts, subcontracts, and purchase orders for the work performed, or products supplied, under the Federal award. The terms and conditions of a Federal award flow down to subawards to subrecipients unless a particular section of the terms and conditions of the Federal award specifically indicates otherwise.
- 3.8 Proof of Compliance by State Awarding Authority:** The State Awarding Authority must maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all sub-awardees, contractors and vendors to the State Awarding Authority. The State Awarding Authority must keep these certifications with the award/project files for a minimum of three years after the final expenditure report (2 CFR 200.334) and be able to produce upon request from the Federal awarding agency.
-

4.0 Waivers

- 4.1** When necessary, the Contractor may apply for, and the Federal awarding agency may grant, a waiver from the BABA requirements. To the greatest extent practicable, waivers should be targeted to specific products and projects.
- A request to waive the application of the Buy America Preference must be provided to the Federal awarding agency. All waiver requests must include a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States and a certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, or nonproprietary communications with potential suppliers.
- 4.2** Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.
- 4.3** When the Federal awarding agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy America Preference in any case in which the agency determines that:
- 4.3.1** Applying the Buy America Preference would be inconsistent with the public interest (a “public interest waiver”);
- 4.3.2** The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- 4.3.3** The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).
- 4.4** The Contractor shall submit *approved* waivers (with all information and documentation) to the State Awarding Authority, the Construction Administrator, and the Architect/Engineer for the project.
-

5.0 BABA Compliance Certification

5.1 Contractor Responsibilities:

- 5.1.1 BABA Compliance Certification:** The Contractor, through its Subcontractors, Sellers, Material Suppliers, and Manufacturers, shall provide written Certification(s) to the State Awarding Authority, the Construction Administrator, and the Architect/Engineer for the project that all iron, steel, manufactured products, and construction materials, as defined herein and provided for the project, comply with the BABA requirements of Section 70914 of the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58). “BABA Compliance Certification” means the documentation provided by the Contractor to the State Awarding Authority, the Construction Administrator, and the Architect/Engineer for the project, certifying that the items provided by each Contractor, Subcontractor, Seller, or Material Supplier meet the Buy America Preference of BABA.

Requirements for BABA Compliance Certification: The Certification(s) must, at a minimum, identify the item(s) being certified (short written description as well as part number, if applicable), identify the country of origin, and affirm that the item(s) complies with BABA. This document must be signed by an authorized company representative.

Steps for “BABA Compliance Certification”: The following steps describe how to produce a valid “BABA Compliance Certification” with Build America, Buy America Act domestic preference requirements and shall be carried out by an “Authorized and Knowledgeable Individual(s)”. The Certification(s) (and waiver[s], if applicable) shall be provided to the State Awarding Authority, the Construction Administrator, and the Architect or Engineer for the project.

*An “Authorized and Knowledgeable Individual” has the necessary knowledge of the composition, fabrication and pricing of the iron, steel, manufactured products, and construction materials installed on the project.

5.0 BABA Compliance Certification: (continued)

Step 1: Preparation: An "Authorized and Knowledgeable Individual" of each Contractor, Subcontractor, Seller, Material Supplier, and/or Manufacturer shall collect country-of-origin information on all of the materials and components of products and shall include a short, written description of the item as well as part number, if applicable.

Waiver Requests: For those elements and items not satisfying the BABA requirement, separate requests for BABA waivers may be submitted to the Federal awarding agency.

Step 2: Assemble the Data: Each Contractor, Subcontractor, Seller, Material Supplier, or Manufacturer shall summarize the information collected in "Step 1: Preparation" by creating a table containing the country-of-origin for all materials and components of products employed in the project. Immediately below the material and product country-of-origin table, place the Certifying Authorized and Knowledgeable Individual(s) signatory space and date with their printed name(s). Below each signature should appear the title of the certifying individual(s), the company's name, and the contact information including a telephone number and email address at which the individual(s) may be reached.

Step 3: Documentation: Each Contractor, Subcontractor, Seller, Material Supplier, or Manufacturer shall prepare a document, either paper or electronic, on the letterhead of their company titled "**BABA Compliance Certification**". Include the State Awarding Authority's name, Project Number, and Project Title underneath the title. Then insert the following statement:

I hereby certify that to the best of my knowledge and belief all Iron, Steel, Manufactured Products, and Construction Materials installed on this project by my company and by any and all subcontractors and suppliers for this project comply with the Build America, Buy America Act (BABA) requirements of the Infrastructure Investment and Jobs Act of 2021 (Pub. L. 117- 58, §§ 70901-27), or are the subject of a waiver approved by the Federal awarding agency.

Step 4: Compilation: Each Contractor, Subcontractor, Seller, Material Supplier, or Manufacturer shall then insert the information tabulated in "Step 2: Assemble the Data" for all materials and components of products employed in the project.

Step 5: Certifying: After compiling all information and documentation, each certifying individual(s) shall provide a signature and date, and shall submit the "**BABA Compliance Certification**" to the State Awarding Authority, the Construction Administrator, and the Architect or Engineer for the project.

5.1.2 Applications for Payment: The Contractor shall provide "BABA Compliance Certification(s)" to the Construction Administrator with the Schedule of Values for each item to which BABA applies, before submitting an Application for Payment. By submitting an Application for Payment, based in whole or in part on furnishing equipment or materials, the Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABA requirements.

5.1.3 Submittals, Product Data, Shop Drawings, and Samples: The Contractor shall submit "BABA Compliance Certification(s)" to the State Awarding Authority, the Construction Administrator, and the Architect or Engineer with all applicable Submittals, including but not limited to, product data, Shop Drawings, and samples. The approval of Submittals, product data, Shop Drawings, and samples by the Architect or Engineer shall include a review of BABA documentation. The Contractor shall submit "BABA Compliance Certification(s)" or approved waiver(s) to the State Awarding Authority, the Construction Administrator, and the Architect or Engineer for their review and approval prior to items being delivered to the project site.

5.1.4 Requests for Substitution of Materials and/or Equipment: All requests for "Equals and/or Substitutions" shall be submitted with "BABA Compliance Certification(s)" and shall comply with BABA requirements.

5.1.5 Deficiencies and/or Defective Work: The Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, subcontractors, sellers, and suppliers, to correct deficiencies in any BABA documentation. Installation of materials or products in the permanent work that are not compliant with BABA requirements will be considered defective work and the Contractor will be required to remove the non-domestic item from the project.

5.1.6 Change Orders: For any change orders, the Contractor shall provide "BABA Compliance Certification(s)" for any new products or materials required by the change.

5.1.7 Completion of Work: The Contractor shall certify upon completion of the work that all items used on the project complied with BABA and that all "BABA Compliance Certification(s)" were provided.

End of Section 00 73 73
Build America, Buy America Act (BABA) Requirements for Projects with Federal Financial Assistance

**Additional Forms to Be Submitted
After Bond Commission Funding Approval**

Table of Contents	No. of Pages
Performance Bond	2
Labor And Material Bond	2
Surety Sheet	1
Bidder's Certification: Financial Position and Corporate Structure	1

PERFORMANCE BOND
Know All Men by These Presents

THAT [] of the
Town of [], County [] and
State of [], as Principal (hereinafter called the Principal),
and [], []

(Insert place of Business)

(a surety company authorized to transact business in the State Of Connecticut) as Surety(ies) (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(ies) binds itself, its successors and
assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this [] day of [] 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 [] 20 [] , which written, as amended, contract shall provide for the following:

Project Title: []
Project Location: []
Contract Number: []
Project Number: []

which contract, including any hereafter made extension, modification or alteration thereof, together with all plans and
specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to,
incorporated in, and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the undertaking, covenants,
terms, conditions, and agreements of said contract, as it may be extended, modified or altered, and during the *period* of any
guaranty required under the contract, 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.

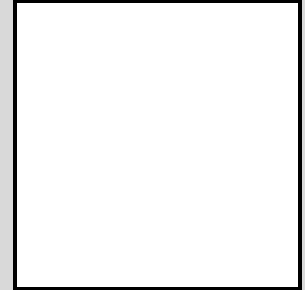
Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by
the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee
or the Principal, one to the other, shall not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

In the event that the Surety(ies) assumes the contract or obtains a bid or bids for completion of the contract, the Surety(ies)
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.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety(ies) has/have caused this instrument to be signed by its/their attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

Witness as to Principle

SEAL



(Print Name)

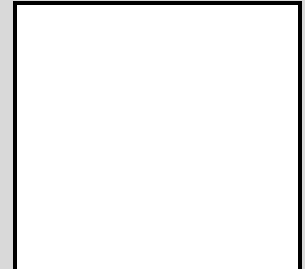
, Its

Duly Authorized

(Print Name)

Witness as to Surety

SEAL



(Print Name)

by

Its attorney in fact

(Print Name)

Note: If more than one surety, add additional lines for additional surety name and address, person signing and title, and two witnesses. Obtain Power of Attorney for each surety.

End Performance Bond

LABOR AND MATERIAL BOND
Know All Men by These Presents

THAT [] of the
Town of [], County [] and
State of [], as Principal (hereinafter called the Principal),
and [], []

(Insert place of Business)

(a surety company authorized to transact business in the State Of Connecticut) as Surety(ies) (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(ies) binds itself, its successors and
assigns jointly and severally firmly by these presents.

Signed, sealed and delivered this [] day of [] 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 [] 20 [] , which written, as amended, contract shall provide for the following:

Project Title: []

Project Location: []

Contract Number: []

Project Number: []

which contract, including any hereafter made extension, modification or alteration thereof, together with all plans and
specifications now made or which may hereafter be made in extension, modification or alteration thereof, is hereby referred to,
incorporated in, and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in
the prosecution of the work included in and under the aforesaid contract, as it may be extended, modified or altered, and/or
required by the General Statutes of Connecticut, as amended, whether or not the material or labor enters into and becomes a
component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and
effect. This bond is provided pursuant to Section 49-41 et seq. of the General Statutes of Connecticut and shall be governed
thereby.

Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the
prosecution of the work under said contract, as it may be extended, modified or altered, and who is not paid therefor, may bring
a suit on this bond in the name of the person suing and prosecute the same to final execution and judgment for such sum or
sums as may be justly due.

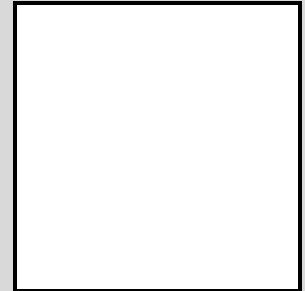
Any alterations which may be made in the terms of the contract, or in the work done or to be done under it, or the giving by
the Obligee of any extension of time for the performance of the contract or any other forbearance on the part of either the Obligee
or the Principal, one to the other, shall not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

In the event that the Surety(ies) assumes the contract or obtains a bid or bids for completion of the contract, the Surety(ies) 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.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his / its hand and seal, and the said Surety(ies) has/have caused this instrument to be signed by its/their attorney in fact and its corporate seal to be hereunto affixed, the day and year first written.

Witness as to Principle

SEAL



(Print Name)

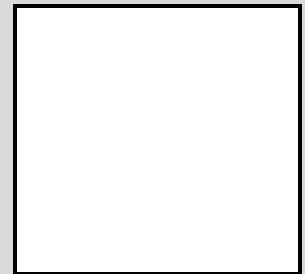
, Its

Duly Authorized

(Print Name)

Witness as to Surety

SEAL



(Print Name)

by

Its attorney in fact

(Print Name)

Note: If more than one surety, add additional lines for additional surety name and address, person signing and title, and two witnesses. Obtain Power of Attorney for each surety.

End Labor and Material Bond

Surety Sheet

Awarding Authority:
State Of Connecticut
CT Military Department (MIL)
Procurement and Contracting Office, Room 143
Hartford, CT 06105

1. Surety Company

Name of Surety Co.:

Address of Home Office:

Telephone Number:

2. Agent

Name of Agency:

Address of Agency:

Attorney-In-Fact:

Telephone Number:

DAS Project Number:

Contractor's Name:

End Surety Sheet

**Bidder's Certification:
Financial Position and Corporate Structure**

(Your Name)

(Name Of Company)

Pursuant to C.G.S. § 4b-91(e), as amended, the bidder for this contract (hereinafter "bidder"), certifies 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, 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)

(DAS Project Number)

End Bidder's Certification: Financial Position and Corporate Structure

**End of Section 00 92 10
Additional Forms To Be Submitted After Bond Commission Funding Approval**

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Procedures Regarding Taxation For Nonresident General / Prime Contractor and Subcontractors

According to [Connecticut General Statutes § 12-430\(7\)](#) as amended, there are two classes of Nonresident Contractors and Subcontractors (*Verified* or *Unverified*) who are required to furnish security for Connecticut taxes arising from jobs performed in Connecticut.

Detailed information can be found by visiting the Connecticut Department of Revenue Services (DRS) website at <https://portal.ct.gov/drs>:

- Select "Publications";
- Select "**Special Notices – (SN)**";
- Select "**2012**";
- Select "[SN 2012\(2\), 2011 Legislative Changes to the Procedures Governing Nonresident Contractors](#)".

Forms can be downloaded from the DRS website as follows:

- Select "**Forms**";
- Under "**Current Year Forms**":
 - Select "**Miscellaneous Tax Forms**";
 - Select "**Bond Forms**"
- Download the appropriate form.

For questions regarding the nonresident contractor bond law, call **DRS** at **860-541-7538**.

1.0 Verified Nonresident Contractors and Subcontractors

Verified Nonresident Contractors are treated just like Resident Contractors. A Verified Nonresident General or Prime Contractor is not required to file a surety bond with DRS. A Verified Nonresident Subcontractor is not required for the General or Prime Contractor to hold back a portion of the amount owed the Subcontractor under the contract.

1.1 Verification Procedure for General/Prime Contractors and Subcontractors:

- | | |
|--------------|--|
| 1.1.1 | Register with DRS via "myconneCT" for all appropriate taxes. Information and tutorials can be found on the DRS "myconneCT" website located here:
https://portal.ct.gov/DRS/myconneCT/myconneCT . |
| 1.1.2 | Submit Form AU-960 "Nonresident Contractor Request for Verified Contractor Status" to DRS. |
| 1.1.3 | Submit Form AU-961 "Verification Bond" to DRS if you do not have a three-year filing history with DRS. |
| 1.1.4 | If Verified by DRS, submit " Notice of Verified Status " (Verification Letter issued by DRS) to the Connecticut Department of Administrative Services / Construction Services (DAS/CS) Office of Legal Affairs, Policy, and Procurement as specified in Section 00 41 00 Bid Proposal Form. |

**2.0 Unverified Nonresident Contractors and Subcontractors
(for Contracts Greater Than \$250,000):**

The requirements for Unverified Nonresident Contractors and Unverified Nonresident Subcontractors (for Contracts greater than \$250,000) are different for General/Prime Contractors and their Subcontractors:

2.1 Unverified Nonresident General or Prime Contractors:

- | | |
|--------------|---|
| 2.1.1 | Submit Form AU-964 "Surety Bond and Release" to DRS. The Unverified Nonresident General/Prime Contractor is required to file a good and valid surety bond with DRS using Form AU-964 "Surety Bond and Release" for 5% of the contract price to secure payment of required taxes by both the General/Prime Contractor and its Subcontractors. |
| 2.1.2 | The General/Prime Contractor must provide proof to DAS/CS that they have posted a good and valid surety bond with DRS by providing a copy of Form AU-965 "Acceptance of Surety Bond" that verifies acceptance of the bond by DRS*. |

2.2 Unverified Nonresident Subcontractors:

- | | |
|--------------|--|
| 2.2.1 | The Resident or Verified or Unverified Nonresident General/Prime Contractor is required to hold back 5% of its payments to the Unverified Nonresident Subcontractor. The General/Prime Contractor must keep the hold-backs in a special fund in trust for the state. |
| 2.2.2 | The Unverified Nonresident Subcontractor can request that the money be released from the General/Prime Contractor by submitting Form AU-967 "Request for Certificate of Compliance" to DRS. It must be signed by the General/Prime Contractor and the Nonresident Subcontractor and submitted to DRS within 90 days of the completion date. |
| 2.2.3 | If Form AU-968 "Certificate of Compliance" is issued by DRS, DRS will instruct the General/Prime Contractor holding back the 5% to release the withheld amount to the Nonresident Subcontractor. If the "Certificate of Compliance" is denied or not requested within 90 days of the completion date of the contract , the General/Prime Contractor holding back the 5% will remit the withheld amount on their own Sales & Use tax returns. |
| 2.2.4 | The 5% holdback does not take the place of any tax returns due from the Unverified Nonresident Contractor. |
| 2.2.5 | The General/Prime Contractor must give the Unverified Nonresident Subcontractor written notice of the hold-back requirements by the time the Subcontractor begins work under the contract. |

*Document(s) must be submitted to the awarding authority.

**End of Section 00 92 30
Procedures Regarding Taxation
For Nonresident General/Prime Contractor & Subcontractors**