

Instructions to Bidders

Project: Convention Center Garage, Loading Dock, Front Street North Garage & Plaza Renovations & Improvements, CRDA Project No. 18-005

Location: Adrian’s Landing District
Hartford, Connecticut

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LEGAL NOTICE – INVITATION TO BID**Connecticut Convention Center Garage, Loading Dock,
Front Street North Garage & Plaza
Renovations & Improvements
Adrian's Landing District, Hartford, Connecticut**

Sealed bids for the above project must be received by the Capital Region Development Authority (CRDA), 100 Columbus Boulevard, Suite 500, Hartford CT 06103 (Attention: Erica Levis), by 1:00 PM on March 29, 2018, after which time they will be publicly opened and read in a location to be determined at 100 Columbus Boulevard.

The CT Convention Center is located at 100 Columbus Boulevard, Hartford, CT. The Front Street North Garage is located at 62 Front Street Crossing, Hartford, CT. Both facilities are located in the Adrian's Landing District.

This project consists of renovations, repairs and replacement of concrete, pavers, waterproofing, traffic-bearing membrane, cove joints, caulking, expansion joints, stair railings, fencing, cable barriers, drainage piping and miscellaneous finishes including associated demolition.

Plans, specifications and documents for the project are available for viewing and downloading on the State Contracting Portal at <http://das.ct.gov>, and the CRDA website http://www.cceda.net/about_us/rfps_contracts.html, and may be examined at the Capital Region Development Authority, 100 Columbus Boulevard Suite 500, Hartford CT (contact Erica Levis at elevis@crdact.net).

Each Bid shall be accompanied by a Bid Guarantee in the form of a Bid Bond, certified in an amount not less than 5% of the base bid.

Bidders are advised that a good faith effort is required for participation in this contract by Small Business Enterprises (SBE) and Minority Business Enterprises (MBE). The SBE goal is twenty-five (25) percent of the contract value, with twenty-five (25) percent of that amount (6.25 percent of the overall project) as the MBE goal.

Bidders are advised that this project is subject to the prevailing wage requirements of Connecticut General Statutes Section 31-53. Conformance to the prevailing wage rates is required. Wage rate certifications are to be submitted with all applications for progress payment. No payment will be made unless the wage rate certifications have been properly completed. Submission of certified payrolls is required.

A mandatory pre-bid meeting will be held at the Connecticut Convention Center loading dock at 9:00 AM on March 13, 2018. The vehicle ramp to the Loading Dock is located at the south end of the Convention Center and can be accessed from Sheldon St. south of the Whitehead Highway to Commerce St. heading north over the Whitehead. The loading dock ramp is to the right (south) of the garage entrance.

CRDA reserves the right to reject any or all bids and to waive any or all informalities or technical defects, if it is deemed to be in the best interest of CRDA.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

PART 1 – PROJECT DESCRIPTION

1.1 PROJECT: Connecticut Convention Center Garage, Loading Dock and Front Street North Garage & Plaza Renovations & Improvements
CRDA 18-005

Adriaen's Landing District, Hartford, CT
Connecticut Convention Center, 100 Columbus Blvd, Hartford, CT
Front Street North Garage, 62 Front Street Crossing, Hartford, CT

1.2 BID DUE DATE: **March 29, 2018**

TIME: 1:00 PM

1.3 PROJECT DESCRIPTION

The project consists of renovations, repairs and routine maintenance of the following:

- A. Convention Center Garage and Loading Dock – Construction of the Convention Center and garage began in March 2002. The garage was substantially complete in November 2004 and opened with the Convention Center in June 2005. The section of garage located below the convention center and most of the loading dock, are constructed of cast in place structural concrete. The east end of the loading dock consists of a concrete slab supported on structural steel. The loading dock ramp and eight story garage located south of the loading dock are constructed of precast concrete.
- B. The Front Street North Garage – Construction of the Front Street North Garage began in October 2004 and in opened in December 2006. This garage is constructed mostly of precast concrete. The exterior stair and adjacent planters and stepped seating area located above the west entrance are constructed of cast in place concrete supported on structural steel. The plaza located north of the exterior stair and slopped seating area consist of 1 ½” pavers on a topping slab with snow-melt piping supported on cast in place concrete on structural steel to the south and on pre-cast tees to the north. The building is abutted to the north by the Travelers office building and to the south and west by the Front Street retail and residential development.

PART 2 – PROJECT SCOPE OF WORK & PHASING

This project includes, but is not limited to:

2.1 Bid Item #1 – General Provisions

- A. General Mobilization/Demobilization on a phased basis over three years
- B. Provision of Bonds and Insurance

2.2 Bid Item #2 – Connecticut Convention Center:

- A. Concrete Repairs
 - 1. Slab on Grade Concrete Repair
 - 2. Surface Scaling/Shallow Depth/Healer-Sealer & Overlay Repairs
 - 3. C.I.P. Concrete Pour Strip Spot Repairs
 - 4. Vertical/Overhead Concrete Repairs
 - 5. Curb Repairs

- B. Miscellaneous Metal Work
 - 1. Shear Connector Repairs
 - 2. Metal Railing System Repairs
 - 3. Louver Replacement
- C. Waterproofing Repairs & Improvements
 - 1. Crack Repairs
 - 2. Tee Joint Repairs
 - 3. Control/Construction Joint Repair, Within C.I.P. Aprons Of The Tower
 - 4. Cove Joint Repair,
 - 5. Application of Corrosion Inhibitor,
 - 6. Installation of Traffic Bearing Membrane/Repair/Re-Coat
 - 7. Installation of Heavy Duty Membrane Throughout Loading Dock
 - 8. Installation of Protected Membrane System Throughout the Loading Dock Ramp.
 - 9. Vertical Joint Sealant Installation
 - 10. Expansion Joint Replacement
- D. Painting
 - 1. Painting of Stair Railing Systems
 - 2. Painting of Doors & Frame Systems
 - 3. Striping and Application of Traffic Markings
- E. Drainage Repairs and Improvements
 - 1. Flush and Cleaning of Drainage System
 - 2. Replacement/Supplemental Drain Installation
 - 3. Supplemental Drain Piping Installation

2.3 Bid Item #3 – Front Street North Parking Garage:

This project includes, but is not limited to,

- A. Concrete Repairs
 - 1. Slab on Grade Concrete Repair
 - 2. Surface Scaling/Shallow Depth/Healer-Sealer & Overlay Repairs
 - 3. Vertical/Overhead Concrete Repairs
 - 4. Curb Repairs
- B. Miscellaneous Metal Work
 - 1. Shear Connector Repairs
 - 2. Modifications to Railing Systems, Grade Level
 - 3. Installation of Supplemental Support Plate At Designated Precast Panels
 - 4. Repair And Re-Tensioning of Guard Cables
- C. Waterproofing Repairs & Improvements
 - 1. Crack Repairs
 - 2. Tee Joint Repairs
 - 3. Control/Construction Joint Repair
 - 4. Cove Joint Repair
 - 5. Application of Corrosion Inhibitor
 - 6. Installation of Traffic Bearing Membrane/Repair/Re-Coat
 - 7. Pressure Epoxy Injection
 - 8. Façade Sealant Installation
 - 9. Wet-Sealing of Exterior Windows
 - 10. Expansion Joint Replacement

- D. Painting & Finishes
 - 1. Painting of Stair Railing Systems
 - 2. Painting of Doors & Frame Systems
 - 3. Painting of Façade Faux Windows
 - 4. Striping and Application of Traffic Markings
 - 5. Repair and Painting of Gypsum Ceiling/Soffit System
 - 6. Installation of new Flashing at Lobby Slab Edge
- E. Drainage Repairs and Improvements
 - 1. Flush and Cleaning of Drainage System
 - 2. Supplemental Drain Installation
 - 3. Supplemental Drain Piping Installation
- F. Installation of New PVC Sleeves, Associated with Designated Misc. Electrical Repairs adjacent to Stair ST2.

2.4 Add Alternate #1 - Renovation of the Exterior Plaza and Stepped Seating Area of the Front Street North Garage

- A. General Mobilization/Demobilization for Add Alternate #1 on a phased basis over three years
- B. Provision of Bonds and Insurance for Add Alternate #1
- C. Provide exploratory demolition as required to assist in finalization of detailing design (allowance).
- D. Temporary Protection, fencing, barricades, signage and other traffic control devices and/or materials for all plaza work.
- E. Selective Demolition
 - 1. Demolition of the stepped topping concrete down to sloped structural slab including precast steps, seating pavers and waterproofing on sloped seating area.
 - 2. Demolition of the lower plaza pavers, topping slab and waterproofing.
 - 3. Demolition of the existing cast in place planters to be removed, including removal of plants, soil and irrigation piping.
 - 4. Demolish waterproofing in the planters designated to remain, including removal of plants and soil.
 - 5. Demolish upper plaza pavers, topping slab and waterproofing. Existing snow melt piping has been abandoned and shall be removed.
 - 6. Demolish area drains, trench drains and planter drains.
 - 7. Provide concrete infill patches at drain, irrigation and snow melt penetrations not designated to be reused.
- F. Install waterproofing, foam insulation and decorative concrete on lower and upper plazas.
- G. Install waterproofing, stepped concrete and decorative concrete on sloped seating area (allowance).
- H. Install waterproofing, cap flashing and cap stones in planters to remain (allowance).
- I. Install lower and upper plaza perimeter flashing (allowance).
- J. Install new area drains and associated piping (allowance).
- K. Replace existing expansion joints (allowance).
- L. Install new decorative railings (allowance).
- M. Reestablish existing irrigation systems; install new soil and plantings in remaining planters (allowance).

2.5 Project Phasing

- A. Phased Project – This project will proceed under a single contract, on a phased basis over multiple years.
- B. Contract Duration
1. Contract Duration – The Contract Scope of Work shall be completed on a phased basis in three years, 2018, 2019 and 2020.
 2. Alternate #1 – CRDA may accept Alternate #1 at any time during the Contract Duration. Provided CRDA accepts Alternate #1 prior to the end of December in Year #1, it shall be completed prior to the end of Year #3. The Bid Price for Alternate #1 shall be fixed for the entire three year Contract Duration. Should CRDA accept Alternate #1 after December in Year #1 or if CRDA revises the Project Phasing Plan pursuant to Section 2.5 D5, the Contractor, CRDA and Desman shall work out a reasonable schedule for completion. Should the revised schedule extend beyond Year #3, work completed in Years #4 and beyond shall be subject to escalation pursuant to Section 2.5 E.
 3. Bid Item Pricing – The Bidder’s Lump Sum Bid Items and Unit Price Bid Items submitted on the Bid Form including Alternate #1, shall be based on the three year Contract Duration beginning in 2018 and ending in 2020. No price escalation will be allowed for this three year period. The Bidder is responsible for all escalation costs for materials and equipment and any and all increases to wages, prevailing wage rates, and/or union agreements for the Contract Duration. Should completion of the contract scope of work be extended beyond 2020 pursuant to Section 2.5 D5 below, an escalation adjustment will be allowed to the Lump Sum Bid Items and Unit Price Bid Items pursuant to Section 2.5 E below.
- C. Seasonal Work Period
1. All work shall be performed during the Seasonal Work Period defined as the warmer months in which winter conditions and temporary heat are not required (March – November, weather permitting). It shall be the Contractor’s responsibility to determine the specific dates of the Seasonal Work Period.
 2. The Contractor will be responsible to insure that all work is completed prior to the onset of cold weather in the fall. The Owner will not reimburse the Contractor for winter conditions or temporary heat required to complete work that has been started near the end of the Seasonal Work Period without prior written authorization. The Contractor may continue to work beyond the Seasonal Work Period at its option, with no additional cost to the Owner for winter conditions, provided all work complies with the manufacturer’s requirements and is acceptable to the CRDA and Desman.
 3. All mobilization, demobilization and temporary conditions related to each seasonal shutdown for years #1, #2 and #3 are to be included in Bid Item #1A.
 4. Should the work of this project extend beyond Year #3 due to revisions to the Phasing Schedule directed by CRDA, the amounts remaining to be invoiced after Year #3 in Bid Item #1A may be adjusted for escalation pursuant to Section 2.5 E.
- D. Phasing Schedule
1. Phasing Master Schedule – CRDA and Desman will work with the successful bidder (Contractor) with input from LAZ, the garage operator, to develop a Phasing Master Schedule for the three year Contract Duration, that minimizes disruption to the garage operation while maintaining, in as much as possible, the contractor’s efficiency.

2. Sequencing of Work – The Contractor shall coordinate with CRDA and the Garage Operator as required for proper sequencing and performance of the Work of each Phase in order to minimize disruption to garage operations. The Contractor’s Sequencing of Work must accommodate the requirements of convention center events.
 3. Phase Detailed Schedule – Once the Phasing Master Schedule is finalized, the Contractor shall submit a Phase Detailed Schedule for the current Seasonal Work Period within two weeks. The Contractor shall update the Phase Detailed Schedule monthly, or whenever a substantive change occurs.
 4. CRDA, Desman and Contractor will meet prior to the completion of the current Seasonal Work Period to review the work completed and confirm the Scope of Work for the following Seasonal Work Period. The Contractor will revise the Phase Master Schedule and Phase Detailed Schedule as required. This procedure will be followed for Year #3 and beyond if the project is extended beyond the three year Contract Duration.
 5. Revisions to the Phase Master Schedule and Phase Detailed Schedule – CRDA may, at its sole discretion, change the Phase Master Schedule and/or the Phase Detailed Schedule. If revisions to the phasing schedules directed by CRDA result in work extending into Year #4 and beyond, the Contractor shall be entitled to escalation adjustments as outlined in Section 2.5 E.
- E. Cost Escalation – The unit and lump sum costs submitted on the Bid Form shall be fixed for Year #1 (2018), Year #2 (2019) and Year #3, (2020). Should work extend beyond Year #3 due to Direction from CRDA pursuant to Section 2.5 D5, the Contractor shall be entitled to a yearly escalation adjustment of unit and lump sum costs identified in Bid Item #2, Bid Item #3 and Alternate #1 on the Bid Form for work remaining after Year #3. The Contractor shall also be entitled to a yearly escalation adjustment for amounts remaining to be invoiced at the end of Year #3 on Bid Item #1A. The escalation adjustment will be based on the average cost escalation for the construction industry as identified by a comparison of the Engineering News Record (ENR.COM) 20 City National Average Building Cost Index published in April of the previous year (Year #3) to the same index published in April of the current year (Year #4). This procedure shall be followed for each year the project continues after Year #3.

PART 3 – GENERAL INFORMATION

3.1 Definitions

- A. Addenda = are written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- B. Architect/Engineer = Desman, A division of Desman, Inc. (Desman), 55 Capital Boulevard, 4th Floor, Rocky Hill, CT 06067, Phone (860) 563-1117 Desman will act as CRDA’s agent providing assistance with Project Administration
- C. Base Bid = the total sum for which the Bidder offers to perform the Work described in the Bidding Documents. The Base Bid is the sum of all Lump Sum and Unit Cost Bid Items on the Bid Form except Alternate #1. Unit Cost Bid Items are based on estimated quantities included on the Bid Form. Estimated Quantities are provided to serve as a basis for bid comparison and the value to use for required bid bonds, payment bonds and performance bonds. Payment for Unit Cost line items will be based on in-place work to be verified by field measure.

- D. Base Contract = the Scope of Work for all work identified in the Contract Documents except Alternate #1. The Owner may add Alternate #1 to the Contract by Contract Change Order at any time during the Contract Duration pursuant to Section 2.5 B2, subject to the provisions of 2.5D5 and 2.5E above.
- E. Bid = the complete and properly signed proposal to do the Work for the sums stipulated therein. A bid is considered complete if it is submitted according to the terms of the Bidding Documents.
- F. Bidder = a person or entity who submits a Bid. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment and/or labor for a portion of the Work.
- G. Bidding Requirements shall include:
1. The Invitation to Bid
 2. The Instructions to Bidders (ITB) including all Attachments and Schedules
 3. The Bid Form
 4. All Bid Documents and forms Listed in Attachment 1
 4. Draft Contract attached here to as Attachment 3
 5. Requirements of Schedule B
 6. Prevailing Wage Rates, Schedule C
 7. The Project Manual dated 3/1/18
 8. The Plans dated 3/1/18
- H. Contract Sum = equal to the Base Bid. The Contract Sum will be adjusted up or down by approved Contract Change Orders. Change Orders will also be issued for adjustments to Unit Cost Line Items based on field measure of in-place work.
- I. Contract Documents =
1. The form of Agreement between the Owner and Contractor attached here to as Attachment 3.
 2. Conditions of the Contract (General, Supplementary and other Conditions).
 3. Signed and Sealed Bid Submission Documents
 3. Project Drawings by Desman dated 3/1/18
 4. Project Specifications in the Project Manual by Desman dated 3/1/18
 5. Addenda issued prior to execution of the Contract.
- J. Contract Duration = The period of time defined as three Seasonal Work Periods beginning in 2018, ending in 2020 in which the Contract Scope of Work must be completed.
- K. Contractor as used in the ITB = the Successful Bidder.
- L. Invitation to Bid = The Invitation to Bid, abbreviated ITB, shall include the Legal Notice, Instruction to Bidders, Bid Form, Project Drawings and Project Manual (Specifications) by Desman Design Management, Addenda issued prior to the Bid Due Date and all related Exhibits, Attachments and other documents commonly referred to collectively as the Bid Documents.
- M. Lump Sum Bid Item = an amount stated on the Bid Form as a lump sum price for materials, equipment labor and/or services INCLUDING OVERHEAD AND PROFIT for a portion of the Work identified on the Bid Form.
- N. Operator = LAZ Parking LTD, LLC, 15 Lewis Street, Hartford, CT 06103, Phone: (860) 522-7641

- O. Owner = the Capital Region Development Authority (CRDA), 100 Columbus Boulevard, Suite 500, Harford, CT 06103-2819, Phone: (860) 527-0100.
- P. Owner's Designated Representative for Bid Administration = Erica Levis, elevis@crdact.net
- Q. Owner's Designated Representative for Construction Administration = Desman Design Management under the oversight of Robert Saint, rsaint@crdact.net
- R. Phase Detailed Schedule = a detailed critical path schedule of all work planned for a given Seasonal Work Period indicating all work sequences, traffic/parking disruptions and convention center events.
- S. Phase Master Schedule = a master schedule that breaks out major work activities across the three year Contract Duration.
- T. Project = Convention Center Garage, Loading Dock & Front Street North Garage Renovations & Improvements, CRDA Project No. 18-005.
- U. Seasonal Work Period = the period of time, to be determined by the Contractor, in which the project work can be executed according to industry standard practice and manufacture's recommendations, without winter protection or temporary heat.
- V. Successful Bidder – a qualified bidder who has complied with all of the requirements of the Bid Documents and is the apparent low Bidder to whom CRDA makes an award.
- W. Unit Price Bid Item – an amount stated on the Bid Form as a price per unit of measurement for materials, equipment labor and/or services INCLUDING OVERHEAD AND PROFIT for a portion of the Work identified on the Bid Form. The Unit Cost Line Item Total is derived by multiplying the quantity provided on the Bid Form by the Bidder's Unit Price. A Unit Cost Line Item is identified on the Bid Form by a quantity and blank for the bidder to insert the Unit Price.
For example: 4,000 LF @ _____ /LF = \$ _____
- X. Definitions established in the General Conditions of the Contract for Construction, or in the other Contract Documents are applicable to the Bidding Documents.

3.2 Bidder's Representations

- A. By making a Bid, the Bidder represents that:
 - 1. The Bidder has carefully examined the Bidding Documents, the requirements are clear, and concurs with them. The Bid is made in full agreement with those requirements.
 - 2. The Bidder understands the requirements of the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.
 - 3. The Bidder and appropriate Sub-bidders have visited the site, have become familiar with local conditions under which the Work is to be performed, site conditions, logistics and have correlated the Bidder's personal observations with the requirements of the Bidding Documents.
 - 4. The submission of a bid or proposal by a contractor for the whole or any part of the work contained in the specifications shall constitute an acceptance by such contractor of the terms and conditions of all duly promulgated ordinances and regulations of the Location (Town or City) that the Work is being performed at to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.
 - 5. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception or qualification.
 - 6. The Bidder has not colluded with any other person in regard to any Bid or sub-bid submitted.

3.3 Bidding Documents

- A. Documents are available only in complete sets
 2. Bidders shall use complete sets of Bidding Documents in preparing Bids. The Owner and Architect assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 3. Copies of the Bidding Documents are made available for the sole purpose of obtaining Bids on the Work. No license or permission is granted for any other use of the Bidding Documents.
 4. The Invitation to Bid, Bid Documents and any Addendums will be posted on the Department of Administrative Services (DAS) website www.das.ct.gov located under the State Procurement Marketplace, State Contracting Portal; click on the Contracting Organization “Capital Region Development Authority,” as well as the CRDA website, http://crdact.net/about_us/rfps_contracts.html
 5. Drawings, specifications and related bid documents may be examined at the Capital Region Development Authority, 100 Columbus Boulevard Suite 500, Hartford CT (Connecticut Convention Center 5th floor) contact Erica Levis at elevis@crdact.net

3.4 Interpretation or Correction of Bidding Documents

- A. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to his bid.
- B. Bidders shall carefully examine the contents of this Invitation to Bid (ITB) and related documents. Any ambiguities or inconsistencies shall be brought to the attention of CRDA in writing by **3:00 p.m. March 20, 2018**. Failure to do so will constitute your acceptance of any subsequent interpretation or decision made by CRDA.
- C. No interpretation of the meaning of this ITB will be made orally. In the event that CRDA provides any interpretation, only written interpretations will be binding upon CRDA. All questions, clarifications and other responses will be posted on the State Contracting Portal and the CRDA website in accordance with the Bid Timeline. Any addenda or amendments to this ITB will also be posted on the State Contracting Portal and the CRDA website. Bidders are strongly encouraged to return periodically to the CRDA website for updates and information related to this Invitation to Bid.
- D. Requests for clarification or interpretation of the ITB or Bidding Documents shall be made in writing. The CRDA will accept requests for clarifications up until **3:00 p.m. March 20, 2018**. Clarification or Questions can be emailed to Erica Levis at elevis@crdact.net.
- E. CRDA reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the ITB process. CRDA acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).
- F. CRDA may amend or cancel this bid or modify the schedule, prior to the due date and time, if CRDA deems it to be necessary, appropriate or otherwise in the best interest of CRDA.

3.5 Substitutions

- A. The materials, products and equipment described in the Bidding Documents establish the standard required for the function, dimension, appearance and quality to be met by any proposed substitution.

- B. No substitution will be considered after receipt of Bids unless the written request for approval has been received by the Architect by the date stipulated in the ITB. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.6 Addenda

- A. Addenda will be delivered promptly by the issuing office to all Bidders.
- B. Addenda concerning technical matters will not be issued later than the stipulated day prior to the date for receipt of Bids. The CRDA reserves the right to issue an Administrative Addendum at any time, withdrawing the request for Bids or postponing the date for receipt of Bids.
- C. Each Bidder shall confirm, prior to submitting a Bid that the Bidder has received all Addenda issued. The Bidder shall list the Addenda in the Bid.

3.7 Performance and Payment Bond Requirements

- A. Performance and Labor and Material Bonds to be furnished by the bidder awarded the contract shall be an amount not less than 100% of the contract price.
 - 1. Such bonds are required after receipt of bids and before execution of the Contract; the cost of such bonds shall be included in Bid Item #1.B. The bonds shall be rated A minus or better by A.M. Best. The CRDA is to be listed as the bond obligee.
 - 2. If the Work is to be commenced prior to the execution of the contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to CRDA that such bonds will be furnished and delivered in accordance with this Subparagraph.
 - a. It is preferred that the bonds be written on the AIA 312 forms. Both bonds shall be written in the amount of the Contract Sum.
 - b. The bonds shall be dated on the date of the Contract.
 - c. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.
- B. The Bidder shall furnish with their Bid, evidence of its ability to obtain satisfactory Performance and Labor and Materials Payment Bonds in the full amount of the Contract Sum.
- C. Payment and performance bonds will be required from all subcontractors, except that in accordance with Connecticut General Statutes Sections 49-41, et. seq., the following restrictions apply:

A Payment Bond shall not be required to be furnished in relation to any sub-bid in which the total estimated cost of labor and materials under the contract to which the sub-bid is submitted is less than One Hundred Thousand Dollars (\$100,000.00).

A Performance Bond shall not be required to be furnished in relation to any sub-bid in which the total estimated cost of labor and materials under the contract to which the sub-bid is submitted is less than Fifty Thousand Dollars (\$50,000.00).

If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may provide in lieu of a Payment of Performance bond, a letter of credit in an amount equal to Ten Percent (10%) of the bid if the estimated value of the contract for which the bid is submitted is less than one hundred thousand dollars and in amount equal to Twenty-Five Percent (25%) if the estimated value of such contract is One Hundred Thousand Dollars (\$100,000.00) or greater.

- C. Obligees – All performance and payment bonds issued by the Contractor and each of its subcontractors on the Project shall name CRDA as obligee.
- D. Bond Adjustments for Change Order Work
 - 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.
 - 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.
 - 3. Mark-up for Overhead and Profit shall not be applied to Change Orders for Increase in Bonds due to Change Order Work.

3.8 Insurance

- A. The Successful Bidder shall submit Insurance Liability Coverage as per Schedule B Section 7.
- B. The cost of the Successful Bidder's insurance is to be included in Bid Item #1.B.
- C. If the Work is to be commenced prior to the execution of the Contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall, prior to commencement of the Work, Submit such Insurance.

3.9 Prevailing Wage

- A. Prevailing Wage Rates: Prevailing wages are required on this project, in accordance with the rates attached hereto as Schedule C, pursuant to Connecticut General Statutes Section 31-53 (a) through (h), as amended. Bidders are also advised to download the CT Department of Labor Prevailing Wage Bid Package at the link provided in the Document Appendix.
- B. Each contractor and subcontractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-55a concerning annual adjustments to prevailing wages.
- C. Wage Rates will be posted each July 1 on the Department of Labor website: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>. Such prevailing wage adjustments shall not be considered a matter for any contract amendment. Cost Escalation as defined in Section 2.5.E allowed for work completed in Year #4 and beyond pursuant to Sections 2.5 B2, 2.5 B3, and 2.5 D5, is the only adjustment for labor and/or material cost increases allowed throughout the duration of this Contract.

- D. The wages paid on an hourly basis to any mechanic, laborer or work person employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any subcontractor who is not obligated by agreement to make payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of his wages the amount of payment or contribution for his classification on each pay day.
- E. Certified Payrolls: In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to CRDA. Certified payrolls for the Contractor and all subcontractors working during the period shall be submitted with each Contractor's Application for Payment, covering all activities relating to the Application. Pay scale verification as may be required by the Connecticut Department of Labor.
- F. The Bidder shall confirm prior to bid that they are carrying in their bid the proper trade classification for all work required for the Project Scope of Work including composite crews of different trade classifications if needed, as required by the State of Connecticut department of labor and/or union agencies if applicable. By submitting a bid, the Bidder shall acknowledge that it has informed itself as to the proper prevailing wage for its industry. No added monies will be entertained after contract award.
- G. Forms and additional information can be found at <http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>

3.10 State Labor Standards Provisions, Laws and Regulations

- A. All provisions of all applicable State Labor Standards must be complied with under this Contract. The execution of the Contract by the Bidder binds him to all applicable State Labor Laws and Regulations. All such Standards, Laws and Regulations shall be binding to the same extent as if they were copied at length herein.
- B. As a condition of contract, any out-of-state contractor who is awarded work must provide CRDA with a copy of the State of Connecticut Trade License for Employees working in the State of Connecticut.
- C. Non-Resident Contractors – at the time of Contract signing, a certificate from the Commissioner of Revenue Services shall be provided which evidences that C.G.S. 12-430 for non-resident contractors has been met. For details, call the Department of Revenue Services at 1-800-541-3280, ext. 7. A link to the Department of Revenue Services is provided in the Document Appendix.

3.11 DAS Contractor Prequalification Certification

- A. Bidders shall be prequalified by the Connecticut Department of Administrative Services (DAS) for a minimum of \$1,000,000 for a single project. All bidders must be pre-qualified for the classification of work that they are bidding on. Each bidder shall hold a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to C.G.S. § 4a-100, C.G.S. §4b-101 and C.G.S. §4b-91. Bidders shall submit with their bids, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement". Any bid submitted without a copy of the DAS Prequalification Certificate and an Update (Bid) Statement shall be invalid. If you have any questions regarding these requirements contact DAS at telephone number 860-713-5280 or visit their web site at www.das.ct.gov.

3.12 Incurring Cost

- A. Bidders are solely responsible for any and all cost or expenses incurred in the preparation and submission of this bid.

PART 4 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

4.1 Non-Discrimination in Employment

- A. Each contractor, vendor, and supplier shall be subject to, and shall comply with the following requirements, included herein by reference, to insure through affirmative action that qualified employees, applicants for employment and subcontracting are not discriminated against because of race, creed, color, religion, age, sex, physical disability, or national origin. Said requirements shall include compliance with all applicable Federal, state and local statutes, ordinances and regulations relating to discrimination in employment. It shall be the responsibility of the bidder to be familiar with and knowledgeable about the above.
- B. The apparent successful bidder may be required to undergo a pre-award compliance review for the purpose of ascertaining whether in the opinion of the Owner he is willing and/or capable of complying with the above requirements.
- C. Set-Aside Participation: The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes. Refer to the Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders at http://www.ct.gov/chro/lib/chro/Notification_to_Bidders.pdf
- D. All bidders must complete, sign, and return the CHRO Contract Compliance Regulations Notification to Bidders form to CRDA. Bids not including this form will be considered incomplete and rejected. CHRO forms can be found at: <http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900>
- E. Nondiscrimination Certification: Prior to award the selected contractor must provide a Nondiscrimination Certification pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended. This Certification form can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806
- F. Bidders are advised that CRDA has a goal of 25% Small Business Enterprise (SBE) participation and 6.25% Minority Business Enterprise (MBE) participation from lower tier contractors/vendors in this contract. The Contractor is responsible for ensuring the SBE/MBE firms that have been selected are eligible contractors and must submit an Affirmative Action Plan to CHRO detailing their good faith efforts and processes for selecting these MBE/SBE companies.
- G. All provisions of all applicable State Labor Standards must be complied with under this Contract. CRDA is an Affirmative Action Equal Opportunity Employer.

4.2 Ethics Affidavits and Certifications –

- A. Bidders are required to provide the following certifications. Links to these forms are provided in the Document Appendix. A link to the summary of State Ethics Laws is also provided.
1. Consulting Agreement Affidavit (Form 5)
 2. Affirmation of Receipt of State Ethics Laws Summary (Form 6)
 3. Iran Certification (Form 7)
- B. Campaign Contribution and Solicitation Ban: With regard to a State contract as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combinations or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Election Enforcement Commission's notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See the Document Appendix for

link to Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations (SEEC Form 10)

- C. A Gift and Campaign Certification form must be updated annually by the successful Bidder. Annually, on or within two (2) weeks of the anniversary date of the execution of this contract, the successful Bidder shall submit a completed Annual Certification with authorizing resolution to CRDA, 100 Columbus Blvd., Suite 500, Hartford, CT 06103-2819. For the purposes of this paragraph, the execution date of the contract will be the date CRDA signs the contract.
- D. Conflict of Interest: All contractors must include a disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (see the statute language in the Document Appendix).
- E. The successful Bidders must submit a [Contractor/Consultant Certification] Gift and Campaign Contribution Certification (Form 1) for contracts with a value of \$50,000 or more. This certification and should be completed and submitted when requested. This Certification can be viewed at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806.
- F. All acquisitions, agreements and contracts are subject to the provisions of the Connecticut General Statutes § 9-612 - regarding CAMPAIGN CONTRIBUTION RESTRICTION.

PART 5 – GENERAL AND SPECIAL CONDITIONS

5.1 Taxes:

- A. Tax Exempt Project: This project is tax exempt. A certificate of tax exemption will be provided by the CRDA to the successful bidder. State sales and use taxes are excluded except for taxes on rentals, tools, and other incidentals as determined by the state Department of Revenue and for which the Contractor is responsible.

5.2 Miscellaneous:

- A. OSHA Training – Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. It is required that all on-site workers hold current OSHA 10-hour training certifications.
- B. Contract Provisions: Contractor agrees to the provisions set forth below, which shall also be included in any subcontract issued by the Contractor, with the applicability of terms to be adjusted accordingly. Any duplication of provisions already provided in this Contract Agreement shall be disregarded. In the event of a conflict between the following provisions and those contained in this Contract Agreement, the more stringent shall apply:
 - 1. All work is to be performed in accordance with the requirements of the Contract Documents for this Project.
 - 2. The Contractor and all of its subcontractors agree to waive all rights to subrogation against CRDA

and CRDA's agents, for damages caused by fire or other perils covered by insurance obtained for or in place upon the Project.

3. The Contractor and all of its subcontractors must carry and maintain insurance coverage in accordance with the Contract Documents and file certificates of such coverage with CRDA.
 4. The Contractor and each of the Contractor's subcontractors must cooperate with, CRDA and permit a designated auditor or representative to review and audit the Contractor's books and records in connection with any costs charged to the Project and included in the price of any change orders.
- C. Project Meetings
1. Pre-Construction Meeting - Soon after the actual award of the contract (but in any event prior to the start of construction), authorized representatives of the contractor shall attend a Pre-construction Conference. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work. The Owner's Representative will forward the agenda to the successful bidder. The location of this conference will be at the Project Site or another convenient location as directed by the Owner's Representative. A Pre-Construction Meeting will also be held at the beginning of each subsequent Seasonal Work Period.
 2. Project Meetings – Weekly or bi-weekly meetings will be scheduled as needed with CRDA, Desman and Contractor. The Bid shall include attendance by the Contractor's project manager.
- D. Qualified Work Force – The Contractor shall confirm that fabricator/installers meet the qualifications and are approved by the manufacturer if noted for the work to be performed.
- E. Storage - The project site is an existing facility that has no space for placement of storage trailers. There will be limited space available within the existing parking garages. All storage requirements for this project shall be identified by the Contractor and coordinated through Desman, CRDA and the garage operator. The Bid shall include the cost of Deliveries by work area and multiple deliveries and orders.
- F. Material Distribution: The Bid shall include material distribution to all floors as required, along with protection of material from damage during delivery, handling, storage and use. The bid must include all hoisting of materials if required. Use of the garage elevators will be available limited to off-peak times. If the Contractor uses the garage elevators, the contractor shall provide protection within the elevator cab(s) and will be held responsible for any damage incurred.
- G. Parking: Limited onsite parking is available for tradespersons. The Contractor shall coordinate Tradesperson parking with the Garage Operator.
- H. Field Office: There is no room on-site for a field office trailer or shanty. CRDA will provide a small secure area which can be used as a field office.
- I. Welding Protection: The Bid shall include temporary barricades to protect from view any of their burning and welding operations so that other site personnel or garage patrons cannot look at any flames or welding operations.
- J. Cleanup: The Contractor is responsible for keeping all contracted work areas in a neat and orderly condition. This includes all designated storage areas. This Contractor shall perform daily clean-up operations within contracted work and storage areas.
- K. Waste Disposal: The bid shall include the removal and legal disposal of all construction waste/debris generated by the project including dumpsters.
- L. Power & Water: The bid shall include required power for welding equipment, temporary lighting, temporary outlets and water as needed. Water and electric power can be drawn from the building.
- M. Dust Protection: The bid shall include wet concrete cutting and protection of all existing devices (lights, fire alarm devices, speakers, signs, etc.) from dust and damage. Dust control must be adhered to on a

daily basis.

- N. Snow and Ice Removal: Snow and ice removal shall be EXCLUDED from the bid.
- O. Winter Protection: The bid shall EXCLUDE temporary heat and related temporary partitions except as indicated in Section 2.5 C2 above.
- P. Shoring: The bid shall EXCLUDE shoring. If required it will be authorized on a T&M basis.
- Q. Toilet Facilities: The Contractor shall provide temporary portable toilets as required at locations approved by the garage operator. Tradespersons are not permitted to use existing facilities.
- R. Document Coordination: Should a discrepancy exist between the requirements outlined within the Bid Documents or between the Bid Documents and the plans or specifications, the bid shall include the more stringent requirement.
- S. Event Planning: The Contractor will be responsible for coordinating the anticipated work schedule with Desman, CRDA and LAZ Parking to accommodate heavy traffic on event days.
- T. Hours of Operation: The Contractor shall coordinate its hours of operation with the Garage Operator. The Contractor will not begin noisy work (i.e. jackhammering) at the north end of the Convention Center Garage until after 8:00 AM.

PART 6 – BID PROCEDURES AND SUBMISSION REQUIREMENTS

6.1 TIME LINE

Documents Available	Thurs	March 8, 2018	
Mandatory Pre-Bid Conference	Tues	March 13, 2018	9:00 AM
Last Day for Questions	Tues	March 20, 2018	3:00 PM
Last Addendum	Fri	March 23, 2018	3:00 PM
Bids Due (Bid Opening)	Mon	March 29, 2018	1:00 PM
Scope Reviews	Mon	April 9, 2018	
Contract Award	Wed	April 11, 2018	
Start Construction	Mon	April 16, 2018	

6.2 Pre Bid Conference

A mandatory pre-bid meeting will be held at the Connecticut Convention Center loading dock at 9:00 AM on March 13, 2018. The vehicle ramp to the Loading Dock is located at the south end of the Convention Center and can be accessed from Sheldon St. south of the Whitehead Highway to Commerce St. heading north over the Whitehead. The ramp to the loading dock is to the right (south) of the garage entrance.

6.3 Bidder Question Procedure

All technical and bid questions must be in writing and emailed to Erica Levis at the following email address: elevis@crdact.net. No questions shall be accepted after March 20, 2018 at 3:00 PM. Answers will

be provided via addenda issued to all registered bidders and posted on the State Contracting Portal. Bidders may visit the site on their own time; however the bidder must notify CRDA at least 48 hours in advance of the scheduled site visit for safety and security purposes.

6.4 Preparation and Submission of Bid

- A. The form and style of Bids shall conform to the Bid Form located in the front of the Project Manual.
1. Bids shall be submitted on forms identical to the form supplied with the Bidding Documents. Any modifications, revisions, deletions, etc. to the Bid Forms except where information is requested of the Bidder may be grounds for rejection of the Bid.
 2. Provide all requested information and completely fill in all blanks on the bid form. Use typewriter or ink.
 3. Interlineations, alterations and erasures must be clearly legible and initialed by the signer of the Bid.
 4. On each copy of the Bid, include the legal name of the Bidder and a statement that defines the circumstance of ownership and control. The name of each person signing the proposal shall be typed or printed below the signature. When the proposal is signed by an agent of the Bidder, include evidence of current power of attorney. In every case, the proposal shall show the present business address of the Bidder, at which address communications will be received and service of notices accepted.
 - a. If the Bidder is a corporation, the proposal shall be signed in the name of the corporation and sealed by a duly authorized officer of the corporation.
 - b. If the Bidder is a partnership, the proposal shall be signed in the name or title under which the organization is doing business by an officer whose official capacity shall be designated.
 - c. If the Bidder is an individual, that individual shall sign the proposal in person, stating the name or title, if any, under which that individual is doing business.
- B. Bid Submission:
1. One (1) original and two (2) copies of the Bid and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled SEALED BID ENCLOSED.
 2. ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS FOLLOWS:
Connecticut Convention Center Garage, Loading Dock and Front Street North Garage Renovations & Improvements Project
 3. Bids may be submitted VIA: U.S. Mail, Overnight Mail or Hand and must be deposited at the designated location prior to the Bid Closing time and date.
 4. Bids shall be addressed to:
Capital Region Development Authority (CRDA)
100 Columbus Boulevard, Suite 500
Hartford, CT. 06103-2819
Attn: Erica Levis
If you require assistance in locating CRDA's office call 860-527-0100.

5. Bid Closing Date: Bids will be received at **1:00 PM on March 29, 2018**, at the location indicated above and then opened. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted. Bidders are invited to attend the bid opening.
- C. Bid Package – the Bid Package shall include the Bid Form and all of the documents listed in Attachment 1, Bid Forms.

6.5 Bid Security

- A. As security, each bid must be accompanied by a bid bond in the form attached hereto in an amount which shall be Five Percent (5%) of the Base Bid. The Bid Bond If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may provide in lieu of a bid bond, a letter of credit in an amount equal to Ten Percent (10%) of the bid if the estimated value is less than one hundred thousand dollars and in an amount equal to Twenty-Five Percent (25%) if the estimated value is one hundred thousand dollars or greater.
- B. Failure of the successful Bidder to execute a contract in accordance with its bid shall result in the forfeiture of the bid bond.

6.6 Modification or Withdrawal of Bid

- A. Bid Withdrawal: Bids may be withdrawn only by written request received from the Bidder prior to the deadline for submission. No bidder may withdraw its bid within ninety (90) days from the actual date of bid opening. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.
- B. Extension: Bids shall be valid for 90 days following the Bid Closing Date. If for some reason a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between CRDA and the designated low bidder.
- C. Bid Modification: Bids may not be changed after the deadline for submission. A Bid submitted prior to the time and date designated for receipt of Bids, may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids prior to the deadline for submission. Such notice shall be in writing and signed by the Bidder. If notice is sent by telegram, written confirmation shall be mailed and postmarked on or before the date and time set for receipt of Bids. Any change shall be so worded as not to reveal the amount of the original Bid.
- D. Bid Clarification: CRDA reserves the right to request clarifications from any bidder, which shall be provided at the bidder's sole expense.

6.7 Post Bid Scope Review Meeting

- A. After the public Bid opening there will be scope review meetings with the apparent low Bidder(s). These meetings will be held at CRDA Offices at the Connecticut Convention Center, 100 Columbus Boulevard, Hartford, CT. The purpose of these meetings is to review the apparent low bidder's proposals. The apparent low bidders will be notified by CRDA and shall be available to attend these meetings.

6.8 Consideration of Bids

- A. The properly identified Bids received on time at CRDA's office, will be opened publicly.
- B. CRDA reserves the right to do any of the following without liability, including but not limited to:
 1. Award in part,
 2. To reject any and all bids in whole or in part for misrepresentation or if the bidder is in default of any prior State contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the bid;

3. Cancel the award or execution of any contract prior to the "Notice to Proceed;"
 4. Advertise for new bids.
- C. CRDA also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of CRDA would be served.
 - D. CRDA reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a bidder and subsequently awarding the contract to another bidder. Such action on the part of CRDA shall not constitute a breach of contract on the part of CRDA since the contract with the initial bidder is deemed to be void ab initio and of no effect as if no contract ever existed between CRDA and the bidder
 - E. Every bid which is conditional or obscure, or which contains any addition not called for, may be considered invalid, and CRDA may reject every such bid.
 - F. CRDA may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the time designated by CRDA.

6.9 Acceptance of Bid

- A. It is the intent of the Owner to award a Contract to the lowest qualified Bidder offering the optimum combination of cost, service and schedule, provided that the apparent Low Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available within the budget established for this project by the Owner. The Owner reserves the right to accept or reject any or all bids and to award the contract to the bidder deemed to be for its best interest. Consideration will also be given to bidder's affirmative action plan.
- C. The Bidder will be required to establish to the satisfaction of the Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.
- D. Prior to the award of the Contract, the Owner will notify the Bidder in writing if the Owner has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder.
- E. Persons and entities proposed by the Bidder and to whom the Owner has made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

An Affirmative Action/Equal Opportunity Employer. Minority/Women's Business enterprises are encouraged to apply.

DOCUMENT APPENDIX

The following Ethics Forms are available at the website below:

Form 1 – Gift and Campaign Contribution Certification

Form 5 – Consulting Agreement Affidavit

Form 6 – Affirmation of Receipt of State Ethics Laws Summary

Form 7 – Iran Certification is available at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

Guide to the Code of Ethics for Current or Potential State Contractors is available at:

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf

CHRO Bidder Contract Compliance Monitoring Report is available at:

<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

Nondiscrimination Certification forms are available at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

State Elections Enforcement Commission Form 10 is available at:

http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_10_final.pdf

Internal Revenue Service Form W-9 is available at:

<https://www.irs.gov/uac/About-Form-W9>

Department of Revenue Services registration information for out of state contractors may be found at:

<http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>

Department of Labor “Prevailing Wage Rates” will be posted each July 1 on the Department of Labor website: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> Prevailing Wage Bid Package Forms:

<http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>

CONFLICT OF INTEREST STATUTE

Connecticut General Statutes Sec. 1-85; (Formerly Sec. 1-68), Interest in conflict with discharge of duties – A public official, including an elected state official, or state employee has an interest which is in substantial conflict with the proper discharge of his duties or employment in the public interest and of his responsibilities as prescribed in the laws of this state, if he has reason to believe or expect that he, his spouse, a dependent child, or a business with which he is associated will derive a direct monetary gain or suffer a direct monetary loss, as the case may be, by reason of his official activity. A public official, including an elected state official, or state employee does not have an interest which is in substantial conflict with the proper discharge of his duties in the public interest and of his responsibilities as prescribed by the laws of this state, if any benefit or detriment accrues to him, his spouse, a dependent child, or a business with which he, his spouse or such dependent child is associated as a member of a profession, occupation or group to no greater extent than any other member of such profession, occupation or group. A public official, including an elected state official or state employee who has a substantial conflict may not take official action on the matter.

ATTACHMENT 1 BID FORMS

The following forms must be completed and submitted as part of the Bid Submission

1. Bid Form
2. Bid Bond
3. DAS Contractor Prequalification Certification and current Update (bid) Statement
4. Surety Letter from bidders bonding company stating the bidder, if awarded a contract, can obtain the required Performance and Labor and Materials Payment Bonds in the full amount of the Base Bid
5. OPM Ethics Form 1, Gift and Campaign Contribution Certification
6. OPM Ethics Form 5, Consulting Agreement Affidavit
7. OPM Ethics Form 6, Affirmation of Receipt of State Ethics Laws Summary
8. OPM Iran Certification, Form 7
9. Guide to the Code of Ethics for Current or Potential State Contractors
10. Disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85
11. CHRO Bidder Contract Compliance Monitoring Report
12. Nondiscrimination Certification forms
 - a. Form A, Representation by Individual Regardless of Value
 - b. Form B, Representation by Entity for Contracts less than \$ 50,000
 - c. Form C, Affidavit by Entity for Contracts Valued at \$50,000 or More
 - d. Form D, New Resolution by Entity for Contracts Valued at \$50,000 or More
 - e. Form E, Prior Resolution by Entity for Contracts Valued at \$50,000 or More
13. State Elections Enforcement Commission Form 10
14. Internal Revenue Service Form W-9
15. General Conditions Certification
16. Acknowledgement of Receipt of Bid Addenda (use form located in Bid Form Page 20)
17. Labor Rates for each Trade Classification that will be used for change order work on this project not included in the Bid Form unit pricing, on form attached as Attachment 2
18. List of Proposed Subcontractors (use form located in the Bid Form on Page 21)
19. Bid Guarantee (use form located in the Bid Form on Page 22)
20. Department of Revenue Services registration information for out of state contractors if required. Forms may be found at: <http://www.ct.gov/drs/cwp/view.asp?a=1454&q=506012>
21. Department of Labor "Prevailing Wage Rates" will be posted each July 1 on the Department of Labor website: <https://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm> The Prevailing Wage Bid Package forms can be found at: <http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm> and include:
 - Prevailing Wage Law Poster
 - Section 31-53b: Construction safety and Health Course. Proof of completion required for employees on public building projects.

- Informational Bulletin - The 10-Hour OSHA Construction Safety and Health Course (PDF, 20KB)
- Notice For All Mason Contractors (PDF, 5KB)
- CT General Statute 31-55a
- Contractor's Wage Certification Form (PDF, 11KB)
- Payroll Certification - Public Works Projects
- Information Bulletin - Occupational Classifications
- Footnotes (Rev. 07/17) (PDF, 101KB)

STANDARD BID BOND FORM

CAPITAL REGION DEVELOPMENT AUTHORITY

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 Capital Region Development Authority, as Oblige, in the penal sum of five (5) 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 Oblige, 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 Oblige related to a contract for **Connecticut Convention Center Garage, Loading Dock, Front Street North Garage & Plaza Renovations & Improvements, CRDA Project # 18-005.**

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 Capital Region Development Authority and give the required bonds, with surety acceptable to the Oblige, or if the Principal shall fail to do so, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

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

Principal's Signature

Surety

(Print name)

by _____
Its attorney in fact

Company Name

(Print name)

GENERAL CONDITIONS CERTIFICATION

The undersigned hereby affirms the Bidder shall adhere to the Conditions as contained in this ITB, the Sample Contract and the Project Manual.

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

**Attachment 2
Labor Rates**

Project: Convention Center Garage, Loading Dock, Front Street North Garage & Plaza Renovations and Improvements
 Location: Adriaen’s Landing District, Hartford CT
 Project Number: CRDA 18-005

Labor Rates

For additional work not reflected in the Lump Sum Bid Items or Unit Price Bid Items, the following labor rates shall apply. Use one sheet for each classification. Do not include Overhead and Profit.

Contractor: _____

Trade Classification: _____

	Straight Time	Time & Half	Double Time
A. Base Rate	_____	_____	_____
B. FICA	_____	_____	_____
C. FUTA	_____	_____	_____
D. SUTA	_____	_____	_____
E. Workman’s Comp	_____	_____	_____
F. General Liability	_____	_____	_____
G. Benefits (list each)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
H. Total	_____	_____	_____

ATTACHMENT 3

DRAFT CONTRACT

The Contract for this project will be based on the AIA Document A104-2017, Standard Abbreviated Form of Agreement between Owner and Contractor.

The Contract Draft will be issued in a Bid Addendum.

SCHEDULE A
PLANS AND SPECIFICATIONS

<u>Sheet #</u>	<u>Date</u>	<u>Title</u>
Plans by Desman Design Management		
Convention Center Plans Bid Item #2		
CC-1.1A	3/1/18	P1 LEVEL FLOOR PLAN (A)
CC-1.1B	3/1/18	P1 LEVEL FLOOR PLAN (B)
CC-1.1C	3/1/18	P1 LEVEL FLOOR PLAN (C)
CC-1.1D	3/1/18	P1 LEVEL FLOOR PLAN (D)
CC-1.2A	3/1/18	P2 LEVEL FLOOR PLAN (A)
CC-1.2B	3/1/18	P2 LEVEL FLOOR PLAN (B)
CC-1.2C	3/1/18	P2 LEVEL FLOOR PLAN (C)
CC-1.2D	3/1/18	P2 LEVEL FLOOR PLAN (D)
CC-1.3B	3/1/18	LOADING DOCK FLOOR PLAN (B)
CC-1.3C	3/1/18	LOADING DOCK FLOOR PLAN (C)
CC-2.1	3/1/18	TOWER: FIRST LEVEL FLOOR PLAN
CC-2.2	3/1/18	TOWER: SECOND LEVEL FLOOR PLAN
CC-2.3	3/1/18	TOWER: THIRD LEVEL FLOOR PLAN
CC-2.4	3/1/18	TOWER: FOURTH LEVEL FLOOR PLAN
CC-2.5	3/1/18	TOWER: FIFTH LEVEL FLOOR PLAN
CC-2.6	3/1/18	TOWER: SIXTH LEVEL FLOOR PLAN
CC-2.7	3/1/18	TOWER: SEVENTH LEVEL FLOOR PLAN
CC-2.8	3/1/18	TOWER: EIGHTH LEVEL FLOOR PLAN
CC-3.1	3/1/18	NORTH & SOUTH ELEVATIONS
CC-3.2	3/1/18	EAST & WEST ELEVATIONS
CC-4.1	3/1/18	CONCRETE REPAIR DETAILS & SECTIONS
CC-4.2	3/1/18	CONCRETE REPAIR DETAILS & SECTIONS
CC-5.1	3/1/18	MISC. METALS DETAILS & SECTIONS
CC-5.2	3/1/18	MISC. METALS DETAILS & SECTIONS
CC-6.1	3/1/18	WATERPROOFING DETAILS & SECTIONS
CC-6.2	3/1/18	WATERPROOFING DETAILS & SECTIONS
CC-6.3	3/1/18	WATERPROOFING DETAILS & SECTIONS
CC-6.4	3/1/18	WATERPROOFING DETAILS & SECTIONS
CC-6.5	3/1/18	WATERPROOFING DETAILS & SECTIONS
Front Street Garage North Plans Bid Item #3		
FS-1.1	3/1/18	FIRST LEVEL FLOOR PLAN
FS-1.2	3/1/18	SECOND LEVEL FLOOR PLAN
FS-1.3	3/1/18	THIRD LEVEL FLOOR PLAN
FS-1.4	3/1/18	FOURTH LEVEL FLOOR PLAN
FS-1.5	3/1/18	FIFTH LEVEL FLOOR PLAN
FS-1.6	3/1/18	SIXTH LEVEL FLOOR PLAN
FS-2.1	3/1/18	NORTH & EAST ELEVATIONS
FS-2.2	3/1/18	SOUTH & WEST ELEVATIONS
FS-3.1	3/1/18	CONCRETE REPAIR DETAILS & SECTIONS
FS-3.2	3/1/18	CONCRETE REPAIR DETAILS & SECTIONS

FS-4.1	3/1/18	WATERPROOFING DETAILS & SECTIONS
FS-4.2	3/1/18	WATERPROOFING DETAILS & SECTIONS
FS-4.3	3/1/18	WATERPROOFING DETAILS & SECTIONS

Front Street North Plaza – Alternate #1

FS-5.1	3/1/18	PLAZA PARTIAL PLAN, DETAILS & SECTIONS
FS-5.2	3/1/18	PLAZA DETAILS & SECTIONS

Specifications

Project Manual by Design Management Dated March 1, 2018

SECTION 01010	SUMMARY OF WORK
SECTION 01026	UNIT PRICES
SECTION 01027	APPLICATIONS FOR PAYMENT
SECTION 01035	MODIFICATION PROCEDURES
SECTION 01040	PROJECT COORDINATION
SECTION 01045	CUTTING AND PATCHING
SECTION 01095	REFERENCE STANDARDS AND DEFINITIONS
SECTION 01200	PROJECT MEETINGS
SECTION 01300	SUBMITTALS
SECTION 01310	PROSECUTION AND PROGRESS
SECTION 01320	MEASUREMENT AND PAYMENT
SECTION 01380	CONSTRUCTION PHOTOGRAPHS
SECTION 01400	QUALITY CONTROL SERVICES
SECTION 01500	TEMPORARY FACILITIES
SECTION 01600	MATERIALS AND EQUIPMENT
SECTION 01631	PRODUCT SUBSTITUTIONS
SECTION 01700	PROJECT CLOSEOUT
SECTION 01740	WARRANTIES AND BONDS
SECTION 02070	SELECTIVE DEMOLITION
SECTION 03200	CONCRETE REINFORCEMENT
SECTION 03210	TOPICALLY APPLIED CORROSION INHIBITORS
SECTION 03240	FIBROUS REINFORCEMENT IN CONCRETE
SECTION 03300	CONCRETE WORK
SECTION 03340	CONCRETE REPAIR USING TROWEL APPLIED MATERIALS
SECTION 03345	FORM AND PUMP CONCRETE REPAIR MORTAR
SECTION 05500	MISCELLANEOUS METALS
SECTION 07110	PROTECTED WATERPROOFING MEMBRANE SYSTEMS
SECTION 07120	TRAFFIC BEARING WATERPROOFING MEMBRANE
SECTION 07130	HOT-APPLIED MONOLITHIC WATERPROOFING SYSTEM
SECTION 07905	PRESSURE EPOXY INJECTION
SECTION 07910	EXPANSION JOINT SEALS
SECTION 07920	SEALANTS AND CAULKING
SECTION 09019	ACRYLIC WATERPROOFING COATING
SECTION 09900	PAINTING
SECTION 15010	BASIC MECHANICAL REQUIREMENTS
SECTION 15413	DRAINAGE

SCHEDULE B**STANDARD VENDOR TERMS AND CONDITIONS****Section 1 Scope**

Except as otherwise set forth in these Standard Terms and Conditions, all of the terms and conditions of the Agreement shall remain in full force and effect. If there is a conflict between the terms and conditions set forth in these Standard Terms and Conditions and the terms and conditions set forth in the Agreement, the terms and conditions set forth in these Standard Terms and Conditions shall prevail. Unless otherwise included herein, the defined terms used in these Standard Terms and Conditions shall have the same meaning as set forth in the Agreement.

Section 2 Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut. Contractor, its employees and representatives shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental authorities, including those having jurisdiction over its registration and licensing to perform services under this Agreement.

Section 3 Indemnity

To the fullest extent permitted by law, Contractor shall indemnify and shall defend and hold harmless CRDA, including their officers, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the negligent acts or omissions of the Contractor or its employees, agents or sub-contractors, including those arising out of injury to or death of Contractor's employees or sub-contractors, whether arising before, during, or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by Contractor or its employees, agents or sub-contractors.

Section 4 Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State, CRDA and Desman at all times, and Contractor shall furnish all information concerning the services.

The State, CRDA or their representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. The State and CRDA will give the Contractor at least twenty-four (24) hours' notice of such intended examination. At the State's request, the Contractor shall provide the State and CRDA with hard copies or an electronic format of any data or information in the possession or control of the Contractor which pertains to the State's and CRDA's business under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of three (3) years after the final payment by the CRDA and shall make them available for inspection and audit by the State.

Section 5 Non-Discrimination

- (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" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - 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 or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. 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, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- (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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants

with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, 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 C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as they relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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; 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 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 C.G.S. §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) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees

to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with 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.56.

Section 6 Freedom of Information Requirements

Contractor acknowledges that Owner is a “public agency” for the purposes of the Connecticut Freedom of Information Act (the “FOIA”) and that information relating to Contractor and its affairs received or maintained by Owner, either directly or through CRDA, shall constitute “public records or files” for the purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless another specific exemption from public access and disclosure requirements of the FOIA is available in connection with particular records or files received or maintained by Owner.

Section 7 Insurance

Contractor agrees to maintain insurance policies protecting its property interests at the Connecticut Convention Center and Front Street North Garage covering the following risks in the following minimum amounts and named additional insureds:

- (a) **Workers’ Compensation** - Contractor shall secure and deliver to CRDA evidence of workers’ compensation (including occupational disease hazards) and Employer’s Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor’s excess/umbrella coverage, the Employer’s Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.
- (b) **Commercial General Liability** - Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Contractor’s activities and loss and damage to the Stadium and other facilities at the Stadium site occurring in connection with Contractor’s activities, in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance (following form) for the commercial general liability and employers’ liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars (\$10,000,000) in the aggregate.

- (c) **Evidence of Insurance** - Contractor shall provide to CRDA and Operator, not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage's required by this Section, all in such form as CRDA and Operator may reasonably require, with Contractor as the named insured and with CRDA and the Operator as additional insured's. The policies for said coverage's shall contain a provision covering Contractor's indemnification liabilities to CRDA and Operator (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.
- (d) **Other Insurance Requirements** -
- (i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.
 - (ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.
 - (iii) All insurance procured by Contractor in accordance with the requirements of this Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

Section 8 Confidentiality

Contractor and CRDA each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of CRDA and Contractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which (i) is at the time of its disclosure hereunder generally available to the public; (ii) becomes generally available to the public through no fault of the receiving party; (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form; (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information; (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party; (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or (vii) is necessary to be shared with CRDA.

Section 9 Publicity

CRDA reserves the right to release all information relating to the subject matter of this Agreement and to determine the form, content and timing of the release of such information. Contractor will not divulge information concerning the subject matter of this Agreement to anyone (including, but not limited to a governmental authority in application for a permit, approval, or clearance, or to market its services) without CRDA's prior written consent, unless the disclosure is made by Contractor pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and other sufficient notice is given by the Contractor to CRDA of any such requirement or request to permit CRDA to seek an appropriate protective order or exemption from such requirement or request. The requirements of this Section shall survive the termination or expiration of this Agreement.

Section 10 Severability

The failure of CRDA or Contractor to insist upon the strict performance of any provisions of this Agreement, or the failure of CRDA or Contractor to exercise any right, option or remedy hereby reserved, shall not be construed as waiver for the future of any such provision, right option or remedy or as a waiver of a subsequent breach thereof. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

Section 11 Precedence.

In the case of any inconsistency between the provisions of the Agreement, including these Standard Terms and Conditions, and the provisions of Conn. Gen. Stat. Chapter 588z, the provisions of Conn. Gen. Stat. Chapter 588z shall govern.

SCHEDULE C

PREVAILING WAGE RATES