

May 7, 2021

Addendum #2

Church Street Parking Garage Renovations &
Improvements CRDA Project No. 21-016

This addendum dated May 7, 2021 forms a part of the bid documents and modifies the original Invitation to Bid. Please acknowledge receipt of this Addendum below and submit with the submittal package. Failure to do so may subject the submitter to disqualification.

Question & Answers:

1. The bid documents state that the work schedule shall be developed in a way that minimizes disruption to the garage operations and maximizes contractor's efficiency. However, the bid documents do not state as to how much area or number of car parking spots can the contractor take or close off in each phase of the project. Our understanding is that the garage will be operational and hence we cannot work on all the levels of the garage simultaneously. Please note that when work is being performed on the top side of the slab then the area directly below will also be closed off for safety as well as to repair the concrete on the underside of the slab. If the goal is to minimize disruption and maximize contractor efficiency, then providing around half a level top and bottom in each phase will be optimum. This will ensure maximum contractor efficiency resulting in better price and schedule. Based on this phasing, the overall project can then be executed in 14 total phases. Please let us know if this is acceptable or can be used as a basis for the bidding stage or please provide as to much area or number of parking spots can be closed off simultaneously in each phase. A clear answer to this question is extremely important so that all the Contractors are bidding apples to apples scenario and also the overall productivity of the project can be determined i.e., are we going to repair each level in 10 phases or 2 phases. Contractors' efficiency shall be extremely high for 2 phases versus 10 phases, which will result in a better price and schedule.

The Contractor shall schedule and arrange his work to minimize the number of parking spaces disturbed and/or taken out of service (including those required for traffic control), at any given time. The number of parking spaces and hours of availability allowed to be disturbed and/or taken out of service for construction activities is limited and must be coordinated with CRDA and the Operator in advance. In total, a maximum of 140 parking spaces may be taken out of service at any given time. Once disturbed and/or taken out of service, the affected parking spaces shall be made operational by the Contractor prior to his disturbing and/or taking out of service any other spaces. The Contractor is to coordinate all disruption of parking space activities with CRDA and the Operator. The Contractor shall post signs suitably in advance identifying parking areas to be taken out of service for construction activities. The Contractor shall coordinate with CRDA and the Operator the

relocation of any vehicles in the proposed work area. Regardless, vehicular and pedestrian traffic shall be maintained and properly protected adjacent to the Work Area at all times so that the functionality of the garage is minimally impacted as approved by CRDA and the Operator.

Contractor shall provide notice and internal signage to the Hilton, Northland and XL Center operator for work in areas that require restricting access to the garage from the Hilton entrances and/or the pedestrian bridge across Church Street.

2. The overall value of the project i.e., Total Aggregate Price of Bid Items 1 through 8 is going to be extremely higher than the allocated \$6.7 Million. Please confirm that the value of the contract currently will be set at \$6.7 Million only.

The current Contract Value will be a maximum of \$6.7 Million.

3. Please clarify the criteria to determine the apparent low bidder. Will it be the lowest of the Aggregate Total Bid Price – Bid Items 1 through 8?

The criteria will be the qualified and responsive bidder with the lowest Aggregate Total Bid Price – Bid Items 1 through 8

4. With regards to the Post Bid Scope Review, please clarify if the scope review meeting will only be held with the apparent lowest bidder or will it be with the apparent low 2 or 3 bidders?

CRDA reserves the right to interview any and/or all of the bidders if CRDA so chooses.

5. Please confirm that the Contractors bid needs to include the City of Hartford Building Permit filing and procurement fees? Based on the City of Hartford Building Permit Fee Schedule, the cost of the permit is approx. 3%.

This project is under the jurisdiction of the Office of State Building Official and the Office of State Fire Marshal. CRDA, will obtain and pay for the Building Permit(s). The Contractor will provide assistance with the building permit application. The Contractor shall obtain and pay for any sidewalk and street closure permits if required. The contractor shall coordinate temporary access and exiting plans with the State Fire Marshal for approval and the City Fire Marshal for their information.

6. With regards to Bid Item 1A – General Mobilization / Demobilization – Please clarify if this bid item only needs to be priced for the \$6.7 Million approved funding value and not with regards to the total aggregate value of the project.

Confirmed, Bid Item 1A only needs to be priced for the \$6.7 Million approved funding value.

7. Bid Item 1B – Provision of Bonds, Insurance & Road or Sidewalk Closure Permits – The quantity for this bid item is \$6,500,000. Please confirm if this is correct. The available funding value is \$6.7 Million, hence we wanted to confirm that the quantity of \$6.5 Million is correct.

Bid Item 1B should be priced for the \$ 6.7 Million funding value.

8. Considering the available funding value of the project is \$6.7 Million, does CRDA have a plan or priority list of the work they want executed first. We understand that structural repairs will be of the highest priority, but will it be the intention to start the project by working on the

Roof Level and completing all the required concrete repairs as well as new traffic coating installation and work our way down till we exhaust the \$6.7 Million. Or is the intention to execute the concrete repairs throughout the entire garage (i.e. all the levels) including the stairs till we exhaust the \$6.7 Million funding.

As discussed in the pre-bid meeting, our preliminary plan is to complete concrete repairs, expansion joints and waterproofing working from the top down. However, CRDA reserves the right to revise the scope and planned sequence as the project progresses. Such changes if required shall not change the Bid Item Pricing. However, if sequence changes push the project into year three and beyond, the Contractor will be permitted to revise the Bid Item Pricing for work performed in year three and beyond in accordance with the escalation clause.

9. The Instruction to Bidders state that this is two-year contract beginning in the spring of 2021 and ending in the winter of 2022. Our understanding of the spring of 2021 to winter of 2022 timeline is to start the project in approx. June of 2021 and complete it by November of 2022. This works out to an 18-month duration. Considering the Seasonal Work Period is from March to November only and if the project start gets delayed from June 2021, the duration of 18 months could become even less. In addition, the escalation clause is also tied to the two-year contract duration beginning in the spring of 2021 and ending in the winter of 2022. In order to simplify the contract duration timeline, can we please propose to only state that the contract duration shall be 2 years (24 months) from Notice to Proceed.

The Project Duration is two Seasonal Work Periods. The Contractor is responsible to determine the start and finish dates of the Seasonal Work Periods. The Contractor will be permitted to work beyond the Seasonal Work Period at their option, but CRDA will not allow additional cost for winter conditions.

10. Please provide information on the required duration the Performance & Payment Bond needs to be effective for. Will the Performance & Payment Bond remain effective only for the 2-year project duration?

The Performance & Payment Bond shall remain in effect for the time required to complete the \$ 6.7 Million Scope of Work.

11. The Instruction to Bidders state that the Contractor is responsible to coordinate construction activity with the garage operator, XL Center Operator and CRDA. In addition, the Contractor shall accommodate the requirements of the XL Center events. In order to understand the impact of these events at XL Center on the construction activity, can you please provide or request XL Center to provide a rough or approximate schedule of events at the XL Center over the next 2 years.

Due to COVID, the XL Schedule is not known at this time. Most events occur in the late afternoon or evening. The Contractor shall be allowed to work in accordance with the answer provided to Question #1 above.

12. Can you please provide Attachment 3 – Draft Contract (stated in the Table of Contents in the Invitation to Bid: Instruction to Bidders).

A draft of the Contract is attached to this Addendum.

13. With regards to the phasing, traffic control, dust control or work area barricades, please

specify as to what will be required. The work and phase areas can be barricaded with a full height fire rated polyethylene plastic sheet partition or a full height plywood partition. There is a significant price difference between the two types of partitions with the full height plywood partition being the more expensive. Please specify as to what will be required.

Full height fire-rated plywood partitions with locked access, as a minimum, are required for the work areas.

14. Please confirm that there are embedded conduits in the parking garage slabs.

Confirmed.

15. In addition, please clarify as to who is responsible for remove, relocating or reinstalling all existing electrical conduits, fixtures or other utilities in the way of the work area especially at full depth and overhead concrete repair locations.

The Contractor is responsible for removal, relocating, or re-installing all existing materials, etc. that may be in the work area.

16. Detail A on Dwg R-2.1 – Full Depth Concrete Repair detail should only be applicable for the cast in place reinforced slab portion of the garage which is the older portion. Levels 6 & 7 are post tensioned slab on steel beams. Can you please provide an applicable detail for full depth post tensioned slab repairs?

It is currently the expectation that repairs to the post-tensioned concrete slab are to be partial depth. Should full-depth repair become appropriate, then the Contractor shall consult with the Engineer accordingly.

17. With regards to the top side partial depth concrete repairs (50,000 sq. feet), overhead beam repairs (2,500 sq. feet) and overhead slab repairs (10,000 sq. feet) bid items, the depth of the repair is not stated or provided. Can you please provide the demolition and repair depth?

The depth of demolition and depth of repair are expected to vary and shall therefore be verified in the field in consultation with the Engineer.

18. Can you please provide a striping plan? Even an old lay out plan showing the current traffic layout will help or a lay out plan showing one typical level will help.

Striping Plans will be provided to the awarded contractor.

19. Please clarify that the Replacement of Vehicular Bumper Guards involves removing all the existing timber boards throughout the garage (on all levels) irrespective of their condition and replacing with them with new Wallguard product specified in the bid documents.

Reference Bid Item 7. Work shall involve removal and replacement of all timber boards regardless of their current condition on all levels throughout the garage.

20. With regards to the Stair Repairs scope in Stair 1, 2, 3 & 4 – please confirm or clarify that the stair system replacement scope involves replacement of all the stringers, treads, risers throughout the older portion of the garage (i.e. Basement to Level 5) except Stair 4 where the scope involves this work till Level 7. The existing landings are not being replaced or repaired except at locations specified on the drawing on Sheet R-3.1. Also, the handrail and

guard rail replacement scopes are separate.

Reference Bid Item 5.A for scope of work.

21. Please confirm that as stated on Note 9 on Drawing R-3.1, the existing stair paint contains lead and lead abatement shall be required prior to demolition of the existing stair system. Do you have any lead testing reports that could be shared with all the bidders?

Confirmed. Available testing information may be provided to the awarded contractor if requested; however, due to age of the files, the extent of data or actual availability of the data is not known at this time.

22. With regards to the stair tower repairs scope, please confirm, or clarify if the Contractor can close off one stair tower entirely at a time and execute all the required repairs on all the levels in one phase.

A certain single stair tower may be closed in its entirety in order to address the repair work within the same single stair tower. However, the Contractor shall prepare and provide all traffic control to comply with egress requirements.

23. In addition, can the stair tower repairs be executed concurrently with the parking garage slab repairs, provided both the scopes are part of the \$6.7 Million contract items.

Should both scopes be authorized by CRDA, the contractor shall be responsible for coordinating the work in accordance with the contract documents, as approved by CRDA and the Operator.

24. How should the contractors proceed if any of the answers issued do not completely answer their questions?

Bidders must use their best business judgement as to whether they have sufficient information to properly tender a bid. No alternative, conditional or qualified bids are allowed.

25. Job Duration – start date 2021 finished 2022 winter. Seems open ended. Could we get solid contract dates for the first phase of the project?

The expected duration of the project is two Seasonal Work Periods, 2021 and 2022 as defined in the Instruction to Bidders Section 3.1.U.

26. What are the Liquidated Damages?

This project does not have liquidated damages.

27. Warranty? We usually would provide a 1-year warranty not 5? Please clarify.

A five-year warranty is required.

28. Do we need builder's risk for this project? It's mentioned, but there is no limit referenced.

Builder's Risk insurance is not required, see Schedule B

Attachments:

- Revised Invitation to Bid, dated 5/07/21 (changes indicated in red)
- Schedule B – Terms & Conditions
- Revised Bid Form (Attachment 1)
- Draft Contract (Attachment 3)

End of Addendum #2

Submitter:

Signature:

Instructions to Bidders

Project: Church Street Parking Garage Renovations & Improvements,
CRDA Project No. 21-016

Location: 200 Church Street
Hartford, Connecticut

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LEGAL NOTICE – INVITATION TO BID

**Church Street Parking Garage
Renovations & Improvements
200 Church Street, Hartford, Connecticut
CRDA Project # 21-016**

Bids must be emailed to Erica Levis at elevis@crdact.net by 1:00 PM on May 17, 2021. An original hard copy must also be submitted by either of these two methods:

- 1) hand deliver sealed bid to Church Street Garage, located at 200 Church Street, Hartford, CT by 1:00 PM on May 17, 2021
- 2) mail sealed bids to the Capital Region Development Authority (CRDA), 100 Columbus Boulevard, Suite 500, Hartford CT 06103 (Attention: Erica Levis), by 1:00 PM on May 17, 2021

Bid opening details will be provided in an Addendum to this Invitation to Bid.

The Church Street Parking Garage is located at 200 Church Street, Hartford, CT.

This project consists of renovations, repairs and replacement of concrete, waterproofing, traffic-bearing membrane, cove joints, caulking, expansion joints, egress stairs & railings, fencing, 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 by appointment only, 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. Compliance with CHRO requirements is required.

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 200 Church Street Garage at 10:00 AM on Monday, April 19, 2021. Face masks and social distancing will be required.

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: Church Street Parking Garage, Renovations & Improvements
CRDA 21-016

200 Church Street, Hartford, CT

1.2 BID DUE DATE: Date: Monday May 17, 2021

TIME: 1:00 PM

1.3 INTRODUCTION

The Capital Region Development Authority (“CRDA” or “Owner”) is the Owner of the Church Street Garage. CRDA has a Parking Management Agreement with Pro Park Inc. to operate the Church Street Garage.

CRDA is undertaking Repairs and Maintenance of the Church Street Garage in accordance with the Plans and Technical Specifications prepared by DESMAN dated April 2021. This is a public solicitation for bids for this work.

1.4 BACKGROUND

1.4.1 Garage Description

The Church Street Garage, located in downtown Hartford, Connecticut has one level below grade and seven levels above grade that accommodate approximately 1,299 vehicles. The first five levels consist of reinforced cast in place concrete built in 1954. The upper two levels are post tensioned concrete slabs supported on steel structure that were added in 1983.

The Garage is bounded by the Hilton Hotel (east side), Church Street (south side), Ann Street and an on-grade parking lot that is not part of the Church Street Garage (west side), and Chapel Street (north side). The east end of the parking facility has direct access to the Hilton Hotel from the basement area through a glass enclosed vestibule, and another secondary entrance from the first level. A pedestrian bridge from the facility’s third level connects to the Hartford 21 commercial building and the XL Center.

The Church Street Parking Garage has a vehicle entry/exit area for hotel guests, monthly patrons, and transient parking patrons, which is located on Level 1 to Church Street, and another vehicle entry/exit area located on Level 1 to Chapel Street. An additional vehicle entry/exit area located on Level 1 to Ann Street for service & maintenance by the garage operator.

1.4.2 Design Description

The facility is classified as an open parking structure with exception of the basement and sub-basement areas which are considered as enclosed parking, and as such are fully sprinklered and mechanically ventilated.

Pedestrian access within the Church Street Parking Garage is provided by three elevators located in the approximate center of the garage and five stair towers, one in each corner of the facility and one centered on the south side of the facility exiting to the Church Street lobby.

The Church Street Garage’s structural system consists of two different types of construction. The original facility (sub-basement through fifth level) consists of conventionally reinforced, cast-in- place concrete framing and slab, and is separated by expansion joints into three sections (east, west & center). The main support girders run north/south in the center section typically

spanning approximately 32 feet with infill beams spanning approximately 27½ feet at intervals of roughly 9 feet. Alternately, the east and west sections of the garage have main support girders running east/west typically spanning 27½ feet with infill beams spanning approximately 35 feet at intervals of roughly 9 feet. Cantilevered beams exist on the north and south facades of the east and west sections of the garage which extend 12 feet from the exterior column line.

Per the original construction drawings, the garage's lower-level floor slabs (Level 1 through 5 – Original Construction) consists of a 4" thick cast-in-place concrete deck with a 1" thick topping slab (1½" on original roof deck - level 5); these slabs typically spanning approximately 9 feet between infill beams. Additionally, it has been seen during previous demolition that the total thickness of the decks varies from between 4 ½ inches to as much as 6 ½ inches depending on deck drainage slopes and the positioning of floor drains.

The parking facility's addition consists of a galvanized steel frame and a 5" thick cast-in-place, one-way post-tensioned, concrete deck. The post-tensioned concrete deck spans anywhere from 13 to 18 feet depending on location. The addition's support columns and main support girders and infill beams are oriented similarly to the original construction. The facility has a dry sprinkler system for fire protection and a mechanical ventilation system for those levels located below grade.

1.4.3 Garage Data:

- Total Capacity: ± 1,299 Vehicles
- Plan Dimensions (Approximately): ± 188' x ± 371'
- Total Supported Slab Area ±395,700 SF
- Total Slab-on-Grade Area ±57,000 SF

ORIGINAL CONSTRUCTION:

- Age of Structure (1954): ± 56 Years
- Total Floor Area: ± 350,900 SF

Design Loads (Live Load):

- Roof (Stairs & Elevators) 30 PSF
- Roof Deck 100 PSF
- Intermediate Decks 80 PSF
- Stairway Slabs 100 PSF
- Stairs 100 PSF
- Office/Waiting Room Area 80 PSF

1983 ADDITION:

- Age of Structure (1983): ± 27 Years
- Total Floor Area: ± 101,800 SF

Design Loads (Live Load):

- Roof (Stairs & Elevators) 40 PSF
- Roof Deck 70 PSF
- Intermediate Decks 50 PSF
- Stairway Slabs 100 PSF
- Stairs 100 PSF
- Wind 20 PSF
- Parapet Walls 10k @ 1'-6" A.F.F.

1.4.4 Renovation History

2011 – Structural Repairs – a fairly comprehensive repair program was completed in 2011 which addressed immediate structural concerns identified throughout the facility and also included the application of a concrete corrosion inhibitor. This repair work resulted in more full-depth concrete deck repair than was originally anticipated. Previously, the upper two levels of the garage were provided with a traffic bearing waterproofing membrane. Because of extensive failure of this membrane on the exposed roof level, the membrane system has been removed.

2015 – Architectural Upgrades – consisting mostly of painting were completed in 2016.

Structural Repair – Stair #5 in the south east corner adjacent to the Hilton entrance and pedestrian bridge was replaced and minimal remedial work was performed in the other four stair towers.

2016 – Structural Repairs – were made to concrete beams on levels 1 - 5.

2017 – Elevator Modernization and Installation of a Security Surveillance System – All three elevators were fully modernized.

1.5 PROJECT DESCRIPTION

This multi-year project consists of renovations, repairs and replacement of concrete, waterproofing, traffic-bearing membrane, cove joints, caulking, expansion joints, egress stairs, railings, drainage piping and miscellaneous finishes including associated demolition in accordance with the Plans and Technical Specifications prepared by DESMAN (“Design Engineer”) dated April 2021.

1.6 SPECIAL REQUIREMENTS

1.6.1 SBE/MBE Goals

Bidders are advised that a good faith effort is required for participation in this project by State Certified 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. Compliance with CHRO requirements is required.

1.6.2 Prevailing Wage

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.

1.6.3 Multi-Year Contract

Bidders are advised that this will be a multi-year contract. CRDA has available funding of approximately \$ 6,700,000 plus Owner Soft Cost which will carry the project for the first several years. The CRDA will continue to pursue additional funding for the Project. Additional work may be authorized at CRDA’s sole discretion if additional funding becomes available. If additional work is authorized, a reasonable adjustment to Bid Item 1A and 1B will be negotiated with the contractor. The value of other Bid Items will be adjusted in accordance with the escalation clause in paragraph 2.3.E of the Instruction to Bidders.

1.6.4 Unit Cost Contract

Bidders are advised that this contract consists of individual Bid Items that may be based on Lump Sum, Unit Costs, or Stipulated Allowance. Following execution of the Contract, the Contractor must receive Authorization from CRDA before proceeding with any work outlined in the Project Bid Items listed on the Bid Form. CRDA will authorize the Contractor to proceed with Bid Item #1, General

Mobilization/Demobilization, Provision of Bonds and Insurance and Removal of Loose Overhead Spalled/Delaminated Concrete upon execution of the Contract. Proceeding with any of the other work outlined in the Bid Items, including their priority and sequencing of the specific work areas within the Garage will be at the sole discretion of CRDA with input from the Design Engineer. In general, structural repairs will have a higher priority. At the beginning of each Seasonal Work Period, CRDA, the Design Engineer, Garage Operator and Contractor will work collaboratively to develop a schedule for the up-coming season that minimizes disruption to garage operations, maximizes the contractor's efficiency and remains within available funding.

CRDA cannot guarantee that there will be adequate funding for all of the work outlined in the Bid Items listed on the Bid Form, nor can they determine the order in which the work will be authorized. **Therefore, it is essential that the Contractor's submitted cost for each Bid Item on the Bid Form include all labor, materials, equipment, rentals, oversight, scaffolding, shoring, temporary conditions, overhead, profit and any other costs associated with that specific bid item.**

1.6.5 COVID-19

Bidders are advised that compliance with current industry COVID-19 standard practice is required. Bidders' bid submission must include a copy of their COVID-19 Safety Program.

1.6.6 Logistics

Presently, the use of the parking garage is light due to COVID-19. However, operations are expected to return to normal during the course of this Contract and the Contractor should assume that the garage will be open throughout the duration of this Contract. The Contractor is responsible to coordinate construction activity with the garage operator, the XL Center Operator and CRDA to minimize impacts to use of the garage for daily use and event parking at the XL Center. The Contractor will be required to coordinate with the Garage Operator, OSBI, OSFM and HFM in development of logistics, construction sequencing and temporary wall/barricade plans that maintain required facilities, emergency life safety systems and egress.

1.6.7 CRDA

The Capital Region Development Authority, with offices located at 100 Columbus Boulevard, 5th floor, Suite 500, Hartford, CT 06103, is a quasi-public agency of the State of Connecticut working to encourage the redevelopment and economic expansion of Connecticut's Capital Region. In addition to providing funding for housing construction and oversight of other economic development projects, CRDA owns and/or manages various sports and entertainment venues, including the Connecticut Convention Center, the XL Center and Pratt & Whitney Stadium at Rentschler Field. In addition to the Church Street Garage, CRDA operates the parking garages at Adriaen's Landing and Bushnell South.

PART 2 – PROJECT SCOPE OF WORK & SEQUENCING

Following is a summary of the Scope of Work as detailed on the Bid Form, Plans and Specifications:

2.1 Bid Items

Bid Item #1 – General Provisions:

- A. General Mobilization/Demobilization on a phased basis over two years
- B. Provision of Bonds and Insurance
- C. Removal of Loose Overhead Spalled/Delaminated Concrete

Bid Item #2 – Concrete Repair:

- A. Concrete Deck Repair
- B. Miscellaneous Vertical/Overhead Concrete Repair

- C. Post Tensioning Tendon Repair – ALLOWANCE
- D. Miscellaneous Cast-in-Place Concrete Slab Repair in the Stairs
- E. Miscellaneous Concrete Curb Repair
- F. Installation of Concrete Aprons at Slab Differentials
- G. Miscellaneous Slab-on-Grade Concrete Repair.
- H. Application of Corrosion Inhibitor

Bid Item #3 – Waterproofing:

- A. Waterproofing Membrane Installation
- B. Installation of New Expansion Joint Glands
- C. Pressure Epoxy Injection

Bid Item #4 – Drainage Improvements:

- A. Flush and Cleaning Drainage System – Initial Clean
- B. Flush and Cleaning Drainage System – Final Clean Following Completion
- C. Supplemental Drain Installation.
- D. Supplemental Drain Piping Installation

Bid Item #5 – Miscellaneous Metal Repairs and Improvements:

- A. Stair Repairs and Improvements
- B. Replacement of Railing System
- C. Removal of Designated Railing Systems

Bid Item #6 – Coatings & Paintings:

- A. Application Of Coating To Ceiling, Vertical & Framing Surfaces; Metal Stair/Railing Systems and Other Railing Systems
- B. Steel Framing Elements (Steel Beams)
- C. Level Designation Graphics
- D. Painting of Traffic Markings and Parking Stalls.

Bid Item #7 – Replacement of Vehicular Bumper Guards**Bid Item #8 – Provision of Temporary Traffic Control Signage and Related Graphics (Allowance)****2.2 Project Sequencing**

- A. Multi-Year Project – This project will proceed under a single contract, on a phased basis over multiple years.
- B. Contract Duration
 - 1. Contract Duration – Bidders are advised that CRDA has available funding of approximately \$ 6,700,000 plus Owner Soft Cost. CRDA will only authorize proceeding with work within this funding amount. CRDA anticipates that work authorized in accordance with the current available funding will take two years. Additional work may be authorized at CRDA’s sole discretion if additional funding becomes available. If additional work is authorized, a reasonable adjustment to Bid Item 1A and 1B will be negotiated with the contractor. The value of other Bid Items will be adjusted in accordance with the escalation clause in paragraph 2.2.E of this Instruction to Bidders.
 - 2. Bid Item Pricing – The Bidder’s Lump Sum Bid Items and Unit Price Bid Items submitted on the Bid Form, shall be based on a two-year Contract Duration beginning in the spring of 2021

and ending in the winter of 2022. No price escalation will be allowed for this two-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 2022 pursuant to Section 2.2 D.5 below, an escalation adjustment will be allowed to the Lump Sum Bid Items and Unit Price Bid Items pursuant to Section 2.2.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 ensure 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 and #2 are to be included in Bid Item #1A.
4. Should the work of this project (\$ 6,700,000) extend beyond Year #2 due to revisions to the Phasing Schedule directed by CRDA the amounts remaining to be invoiced after Year #2 in Bid Item #1A may be adjusted for escalation pursuant to Section 2.2.E.

D. Sequencing Schedule

1. Sequencing Master Schedule – CRDA and DESMAN will work with the successful bidder (Contractor) with input from the garage operator, to develop a Sequencing Master Schedule for the two-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 in order to minimize disruption to garage operations. The Contractor's Sequencing of Work must accommodate the requirements of the XL Center events.
3. Sequencing Detailed Schedule – Once the Sequencing Master Schedule is finalized, the Contractor shall submit a Sequencing Detailed Schedule for the current Seasonal Work Period within two weeks. The Contractor shall update the Sequencing 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 Sequencing Master Schedule and Sequencing Detailed Schedule as required. This procedure will be followed for Year #2 and beyond if the project is extended beyond the two-year Contract Duration.
5. Revisions to the Sequencing Master Schedule and Sequencing Detailed Schedule – CRDA may, at its sole discretion, change the Sequencing Master Schedule and/or the Sequencing Detailed Schedule. If revisions to the sequencing schedules directed by CRDA result in work extending into Year #3 and beyond, the Contractor shall be entitled to escalation adjustments as outlined in Section 2.2.E.

E. Cost Escalation – The unit and lump sum costs submitted on the Bid Form shall be fixed for Year #1 (2021), Year #2 (2022).

1. Should work extend beyond Year #2 due to Direction from CRDA pursuant to Section 2.2.D.5, The Contractor shall also be entitled to a yearly escalation adjustment of unit and lump sum costs identified in Bid Items #2 – #7 on the Bid Form for work remaining after Year #2. The Contractor shall also be entitled to a yearly escalation adjustment for amounts remaining to be invoiced at the end of Year #2 on Bid Item #1A.
2. If additional funding becomes available and CRDA authorizes additional work, a reasonable adjustment to Bid Items #1A and #1B will be negotiated with the Contractor. The value of Bid Items #2 - #7 will be adjusted in accordance with this escalation clause.
3. 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 #2) to the same index published in April of the current year (Year #3). 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, 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. Aggregate Total Bid Price = The Aggregate Total Bid Price is the total sum of Bid Items for which the Bidder offers to perform the Work described in the Bidding Documents. The Aggregate Total Bid Price is the sum of all Lump Sum, Unit Cost and Stipulated Allowance Bid Items as listed on the Bid Form. 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. 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 within the current available funds of \$ 6,700,000 as determined by CRDA.
- E. Bid = the complete and properly signed proposal to do the Work for the lump sums and unit costs 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. Bid Bond
 5. All Bid Documents and forms Listed in Attachment 1
 6. Draft Contract attached here to as Attachment 3
 7. Requirements of Schedule B

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8. Prevailing Wage Rates, Schedule C
 9. The Project Manual dated April 2021
 10. The Plans dated April 2021
- H. Contract Sum = equal to the Base Contract as defined in Section 3.1.D. The Contract Sum will be adjusted up or down by approved Contract Change Orders.
- 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 April 2021
 4. Project Specifications in the Project Manual by DESMAN dated April 2021
 5. Addenda issued prior to execution of the Contract.
- J. Contract Duration = The period of time defined as two Seasonal Work Periods beginning in 2021, ending in 2022.
- 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, 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 = TBD
- 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 under the oversight of Robert Saint, rsaint@crdact.net
- R. Sequencing 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 XL Center events.
- S. Sequencing Master Schedule = a master schedule that breaks out major work activities across the two-year Contract Duration.
- T. Project = Church Street Parking Garage, CRDA Project No. 21-016
- 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.
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 (State and City or Town) 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) by appointment only. 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. **May 10,**

2021. 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. May 10, 2021. 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 posted on CTsource Portal and CRDA website.
- 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. Performance and Payment 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. Obliges – 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 garage. 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. Height Restrictions: The Bidder shall be responsible to determine existing height limitations prior to bid submission and incorporate and special measures required in their Bid Item Pricing.
- I. Area of Work: Maximum number of spaces to be blocked off at a time during construction will be determined on a case-by-case basis with CRDA, the Engineer and Garage Operator.

- J. Field Office: CRDA in consultation with the garage operator will provide a small area to be used by the Contractor for storage and a field office “shanty”.
- K. 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.
- L. 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.
- M. Waste Disposal: The bid shall include the removal and legal disposal of all construction waste/debris generated by the project including dumpsters.
- N. 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.
- O. 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.
- P. Snow and Ice Removal: Snow and ice removal shall be EXCLUDED from the bid.
- Q. Winter Protection: The bid shall EXCLUDE temporary heat and related temporary partitions except as indicated in Section 2.5 C2 above.
- R. Shoring: The bid shall include shoring as required within the Bid Item Prices.
- S. 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.
- T. 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.
- U. Event Planning: The Contractor will be responsible for coordinating the anticipated work schedule with DESMAN, CRDA and the Garage Operator to accommodate heavy traffic on event days.
- V. 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) before 8:00 AM.

PART 6 – BID PROCEDURES AND SUBMISSION REQUIREMENTS

6.1 TIMELINE

Documents Available	Tue	April 13, 2021	
Mandatory Pre-Bid Conference	Mon	April 19, 2021	10:00 AM
Last Day for Questions	Mon	May 10, 2021	3:00 PM
Last Addendum	Thurs	May 13, 2021	1:00 PM
Bids Due (Bid Opening)	Mon	May 17, 2021	1:00 PM
Scope Reviews	Wed	May 19, 2021	
Contract Award	Fri	May 21, 2021	
Start Construction	Tue	June 1, 2021	

6.2 Pre Bid Conference

A mandatory pre-bid meeting will be held at the Church Street Parking Garage on Monday, April 19, 2021 at 10:00 AM.

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 Monday, May 10, 2021 at 3:00PM. 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:

Bids must be emailed to Erica Levis at elevis@crdact.net by 1:00 PM on May 17, 2021. One (1) original hard copy must also be submitted by either of these two methods:

- a. hand deliver sealed bid to Church Street Garage, located at 200 Church Street, Hartford, CT by 1:00 PM on May 17, 2021
 - b. mail sealed bid to the Capital Region Development Authority (CRDA), 100 Columbus Boulevard, Suite 500, Hartford CT 06103 (Attention: Erica Levis), by 1:00 PM on May 17, 2021
1. ~~One (1) original, two (2) copies and One (1) digital copy 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:—~~

~~Church Street Parking 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.~~

Bid Closing Date: Bids will be received at 1:00 PM on May 17, 2021, 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. Bid opening details will be provided in an Addendum to this Invitation to Bid.

- 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 meeting(s) with the apparent low Bidder(s). These meeting(s) 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

proposal(s). The apparent low bidder(s) will be notified by CRDA and shall be available to attend these meetings. Face masks and social distancing will be required.

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 Aggregate Total Bid Price to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted Aggregate Total 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.

LIST OF 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 Church Street Parking Garage **Renovations & Improvements, CRDA Project # 21-016.**

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 1 - BID FORM

CHURCH STREET PARKING GARAGE RENOVATIONS AND IMPROVEMENTS

HARTFORD, CONNECTICUT

See Revised Bid Form attached

**Attachment 2
Labor Rates**

Project: Church Street Parking Garage Renovations and Improvements

Location: 200 Church Street, Hartford CT

Project Number: CRDA 21-016

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.

See Attached

SCHEDULE A
PLANS AND SPECIFICATIONS

Sheet # **Date** **Title**

Plans by DESMAN

Church Street Parking Garage Plans Bid Item #2

R-1.0	April 2021	BASEMENT LEVEL FLOOR PLAN
R-1.1	April 2021	FIRST LEVEL FLOOR PLAN
R-1.2	April 2021	SECOND LEVEL FLOOR PLAN
R-1.3	April 2021	THIRD LEVEL FLOOR PLAN
R-1.4	April 2021	FOURTH LEVEL FLOOR PLAN
R-1.5	April 2021	FIFTH LEVEL FLOOR PLAN
R-1.6	April 2021	SIXTH LEVEL FLOOR PLAN
R-1.7	April 2021	SEVENTH LEVEL FLOOR PLAN
R-2.1	April 2021	CONCRETE REPAIR DETAILS & SECTIONS
R-2.2	April 2021	CONCRETE REPAIR DETAILS & SECTIONS
R-3.1	April 2021	MISC. METAL DETAILS & SECTIONS
R-3.2	April 2021	MISC. METAL DETAILS & SECTIONS
R-4	April 2021	WATERPROOFING DETAILS & SECTIONS

Specifications

Project Manual by DESMAN Dated April 2021

SECTIONS

SECTION 01 01 00	SUMMARY OF WORK
SECTION 01 02 60	UNIT PRICES
SECTION 01 02 70	APPLICATIONS FOR PAYMENT
SECTION 01 03 50	MODIFICATION PROCEDURES
SECTION 01 04 00	PROJECT COORDINATION
SECTION 01 04 50	CUTTING AND PATCHING
SECTION 01 09 50	REFERENCE STANDARDS AND DEFINITIONS
SECTION 01 20 00	PROJECT MEETINGS
SECTION 01 30 00	SUBMITTALS
SECTION 01 31 00	PROSECUTION AND PROGRESS
SECTION 01 32 00	MEASUREMENT AND PAYMENT
SECTION 01 38 00	CONSTRUCTION PHOTOGRAPHS
SECTION 01 40 00	QUALITY CONTROL SERVICES
SECTION 01 50 00	TEMPORARY FACILITIES
SECTION 01 60 00	MATERIALS AND EQUIPMENT
SECTION 01 63 10	PRODUCT SUBSTITUTIONS
SECTION 01 70 00	PROJECT CLOSEOUT
SECTION 01 74 00	WARRANTIES AND BONDS
SECTION 02 07 00	SELECTIVE DEMOLITION
SECTION 03 20 00	CONCRETE REINFORCEMENT
SECTION 03 21 00	TOPICALLY APPLIED CORROSION INHIBITORS
SECTION 03 24 00	FIBROUS REINFORCEMENT IN CONCRETE

SECTION 03 30 00	CONCRETE WORK
SECTION 03 34 00	CONCRETE REPAIR USING TROWEL APPLIED MATERIALS
SECTION 03 34 50	CONCRETE REPAIR USING FORM AND PUMP MATERIALS
SECTION 05 50 00	MISCELLANEOUS METALS
SECTION 07110	PROTECTED WATERPROOFING MEMBRANE SYSTEMS
SECTION 07 12 00	TRAFFIC BEARING WATERPROOFING MEMBRANE
SECTION 07130	HOT-APPLIED MONOLITHIC WATERPROOFING SYSTEM
SECTION 07905	PRESSURE EPOXY INJECTION
SECTION 07 91 00	EXPANSION JOINT SEALS
SECTION 07 92 00	SEALANTS AND CAULKING
SECTION 09 01 90	ACRYLIC WATERPROOFING COATING
SECTION 09 90 00	PAINTING
SECTION 22 01 00	BASIC MECHANICAL REQUIREMENTS
SECTION 22 41 00	DRAINAGE

Please See Schedule B Attached

SCHEDULE B

ADMINISTRATIVE AND STATUTORY REQUIREMENTS STANDARD 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 and, 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.~~

(e) 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.~~

(d) 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. To the extent that the indemnification obligations of the Contractor set forth in the body of the Agreement are greater, broader and/or more expansive than the obligations of the Contractor set forth in this Section 3, the greater, broader and/or more expansive obligations set forth in the Agreement shall apply, prevail and control.~~

(e) Section 4 Quality Surveillance and Examination of Records

~~All services performed by Contractor shall be subject to the inspection and approval of the State and CRDA 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.~~

(f) 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 unless the contract is a municipal public works contract or a quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).~~
- (b) (1) ~~The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job related qualifications are employed and that~~

~~employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal-opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good-faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.~~

- ~~(e) 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, 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 Conn. Gen. Stat. §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 regarding a state contract, 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 the Contract and as they may be adopted or amended from time to time during the term of the 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, 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 Conn. Gen. Stat. § 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 regarding a State contract, 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.~~

~~(g)~~ **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.~~

~~(h)~~ **Section 7 Insurance**

~~To the extent that the insurance obligations of the Contractor set forth in the body of the Agreement (or the exhibits thereto other than this exhibit) require higher coverage limits or greater, broader and/or more expansive insurance coverage than that set forth in this Section 7, the higher coverage limits and greater, broader and/or more expansive insurance coverage requirements of the body of the Agreement (or the exhibits thereto other than this exhibit) shall apply, prevail and control.~~

~~Contractor agrees to maintain insurance policies protecting its property interests at the project site 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 improvements at the project site and other facilities at the project 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.~~

- ~~(i) **Builder's Risk and Off-Site Insurance**—During the period of any construction, Contractor shall maintain or cause to be maintained a completed value "all risk" Builder's Risk form or "Course of Construction" insurance policy in non reporting form in an amount not less than 100% of the replacement cost of any such construction. Contractor shall insure or cause to be insured all materials for the Construction Activities that are stored off the Stadium Site, including transit (to the extent not otherwise insured by vendor or shipper), for their full insurable value.~~
- ~~(j) **Evidence of Insurance**—Contractor shall provide to CRDA and the City (or Town, as applicable) 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 the City (or Town, as applicable) may reasonably require, with Contractor as the named insured and with CRDA and the City (or Town, as applicable) as additional insured's. The policies for said coverages shall contain a provision covering Contractor's indemnification liabilities to CRDA and the City (or Town, as applicable) (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.~~
- ~~(k) **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 the 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.~~

(l) 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.~~

~~(m) **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.~~

~~(n) **Section 10 Severability**~~

~~The failure of CRDA or Contractor to insist upon the strict performance of any provisions of the 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 the Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.~~

SCHEDULE C

PREVAILING WAGE RATES

Attached

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 and, 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.

(c) 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.

(d) 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. To the extent that the indemnification obligations of the Contractor set forth in the body of the Agreement are greater, broader and/or more expansive than the obligations of the Contractor set forth in this Section 3, the greater, broader and/or more expansive obligations set forth in the Agreement shall apply, prevail and control.

(e) Section 4 Quality Surveillance and Examination of Records

All services performed by Contractor shall be subject to the inspection and approval of the State and CRDA 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.

(f) **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 unless the contract is a municipal public works contract or a quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, 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 Conn. Gen. Stat. §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 regarding a state contract, 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 the Contract and as they may be adopted or amended from time to time during the term of the 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contractor contract for a quasi-public agency project, 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 Conn. Gen. Stat. § 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 regarding a State contract, 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.

(g) **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.

(h) **Section 7 Insurance**

To the extent that the insurance obligations of the Contractor set forth in the body of the Agreement (or the exhibits thereto other than this exhibit) require higher coverage limits or greater, broader and/or more expansive insurance coverage than that set forth in this Section 7, the higher coverage limits and greater, broader and/or more expansive insurance coverage requirements of the body of the Agreement (or the exhibits thereto other than this exhibit) shall apply, prevail and control.

Contractor agrees to maintain insurance policies protecting its property interests at the project site 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 improvements at the project site and other facilities at the project 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.

- (i) **Evidence of Insurance** - Contractor shall provide to CRDA and the City (or Town, as applicable) 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 the City (or Town, as applicable) may reasonably require, with Contractor as the named insured and with CRDA and the City (or Town, as applicable) as additional insured's. The policies for said coverage's shall contain a provision covering Contractor's indemnification liabilities to CRDA and the City (or Town, as applicable) (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.
- (j) **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 the 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.

(k) **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.

(l) **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.

(m) **Section 10 Severability**

The failure of CRDA or Contractor to insist upon the strict performance of any provisions of the 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 the Agreement shall be deemed to have been waived unless such waiver shall be in writing signed by the party to be charged.

Bidder

ATTACHMENT 1 - BID FORM (Addendum #2)

CHURCH STREET PARKING GARAGE RENOVATIONS AND IMPROVEMENTS

HARTFORD, CONNECTICUT

Bidder's Name

Date

TO: CAPITAL REGION DEVELOPMENT AUTHORITY
100 Columbus Boulevard, Suite 500
Hartford, CT 06103-2819

RE: RFP # 21-016

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and the Contract Documents dated April 2021 as prepared by **DESMAN** and on file with **Capital Region Development Authority**, hereby propose to provide all labor, materials, tools, equipment and transportation necessary to complete the **Church Street Parking Garage Renovations and Improvements** as defined in the Contract Documents in accordance with the Lump Sum, Unit Price and Stipulated Allowance Prices submitted for Bid Items #1 through #8 as summarized in the Aggregate Total Bid Price on page BF/23 of this Bid Form.

Bidders are advised that this contract consists of individual Bid Items that may be based on Lump Sum, Unit Cost, or stipulated Allowance as listed on this Bid Form. Following execution of the Contract, the Contractor must receive Authorization from CRDA before proceeding with any work outlined in the Project Bid Items listed on this Bid Form.

Authorization to proceed with any work outlined in the Bid Items, including their priority and sequencing of the specific work areas within the Garage will be at the sole discretion of CRDA with advice from the Design Engineer and subject to available funding. CRDA may not proceed with all work outlined in the Bid Items listed on this Bid Form, nor can they determine at this time, the order in which the work will be authorized. **Therefore, it is essential that the Contractor's submitted cost for each Bid Item on this Bid Form be a standalone price that includes all labor, materials, equipment, rentals, oversight, scaffolding, shoring, temporary conditions, fall protection, overhead, profit and any other costs associated with that specific bid item.** The Aggregate Total Bid Price is the sum of all Bid Items for which the Bidder offers to perform the Work described in the Bidding Documents and represents the sum of all Lump Sum, Unit Cost and Stipulated Allowance Bid Items as listed on this Bid Form. 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 Payment for Unit Cost line items will be based on in-place work to be verified by field measure.

Bidders are advised that CRDA has available funding of approximately \$ 6,700,000 plus Owner Soft Cost. CRDA will only authorize proceeding with work within this funding amount. The CRDA will continue to pursue additional funding for the Project. Additional work may be authorized at CRDA's sole discretion if additional funding becomes available. If additional work is authorized, a reasonable adjustment to Bid Item #1A and #1B will be negotiated with the contractor. The value of other Bid Items will be adjusted in accordance with the escalation clause in paragraph 2.3.E of the Instruction to Bidders. The breakdown of the Bid Item pricing included on this Bid Form is intended to facilitate sequencing of the work within the available funding.

Submitted herewith are the Aggregate Bid Prices for each Bid Item for all project components required by the Bid Documents. The sum of all listed components shall equal the Aggregate Total Bid Price.

Submitted herewith are all the forms as listed in the Instructions to Bidders.

We/I acknowledge that should conditions make it necessary to revise the scope of the project, the Bid Item Prices shall serve as the basis for adjustments to the Aggregate Total Bid Price.

Bid Item 1 - General Provisions:

A. General Mobilization/Demobilization.

This line item shall consist of all labor, materials, tools and equipment required for setting-up general plant, storage/staging areas and facilities required to facilitate construction or as otherwise required by applicable Federal, State and Local laws; and the general mobilization of equipment required for the completion of the work as shown within the Bid Documents and all expenses for de-mobilization off the site upon completion of all work as shown within the Bid Documents. It will be the contractor's responsibility to obtain all necessary permits to perform the work.

Electricity (power) and water required for the completion of the work shall be furnished by the Owner at existing fixtures or outlets (The Owner will not provide any temporary pipes, cables, etc.). If the capacity of existing utilities is insufficient for the contractor's use, the Contractor shall be responsible for supplementing this capacity as required at no cost to the Owner. The contractor shall provide temporary lighting within designated work areas, as required.

The Contractor shall furnish, install, maintain, relocate and remove all signs, barricades, cones, warning lights, and other safety control devices and temporary signage required for the proper execution of the project. The Engineer and the Owner shall review the safety control device placement before work begins and prior to the beginning of work on any subsequent construction stages. Any deficiencies in the location or arrangement of devices shall be corrected by the contractor before starting work or as the work progresses towards completion. **Contractor shall note that while this Bid Item 1.A shall include the procurement and installation of all applicable safety & traffic control devices (i.e. barricades, etc.) as well as the coordination and installation of temporary signage, the material procurement of the temporary signage shall be included in Bid Item 8.**

The Contractor shall note that procurement and installation of all temporary barricades required for closure of stairs shall be included in Bid Item 2D and Bid Item 5A.

The Contractor shall provide and maintain adequate protection of all preexisting architectural, structural, mechanical, electrical, plumbing components and/or features within the confines of the work areas that are to remain in-place. The work shall include the dismantling of any preexisting architectural, structural, mechanical, electrical, plumbing components and/or features within the confines of in the work areas (such as the temporary moving/relocation of tenant furniture, equipment, etc.) which might be required in order to perform the work specified. The temporarily dismantled installations shall be reinstalled as soon as possible to a condition equal to or better than the condition existing prior to the commencement of construction.

Work shall also include the provision of an effective ventilation system to safely remove all dust and hazardous fumes generated from demolition, any surface treatment applications, or other work. Contractor shall provide temporary walls and other controls to protect parked cars throughout the garage outside of the immediate work area including the adjacent surface parking lot. Contractor shall be required to remove any and all loose/spalled overhead or vertical concrete from the structure (concrete framing elements or deck) prior to the start of any demolition activities to prevent any deteriorated concrete from being jarred loose in an uncontrolled fashion. Contractor shall be required to coordinate all aspects of his work with management and operations staff as well as facility security personal throughout construction.

The contractor shall submit to the Owner/Engineer documentation of all pre-existing non-functioning electrical/mechanical systems within the entire work area. This documentation should be based on the contractor's condition survey performed immediately prior to the scheduled mobilization. The contractor shall not start the mobilization until the Owner approves of this submittal.

This Bid Item shall assume a total Construction Cost of \$ 6,700,000.

This work consists of items not otherwise specifically indicated or shown on the plans but which are ancillary to the specified scope of work being performed, or part of the overall Scope of Work or otherwise not noted or assigned to other Bid Items. This bid item will be limited to the work authorized under the current funding limit and subject to negotiated adjustment if additional funding becomes available.

Contractor shall note that payment for these items shall be distributed in proportion to the total amount of all contract work complete in place.

Lump Sum = \$ _____

B. Provision of Bonds, Insurance and Road or Sidewalk Closure Permits.

Work shall consist of the costs associated with the procurement of all bonds and permits necessary for this project based on a total construction cost of \$ 6,700,000. Provision of bonds shall include,

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but not be limited to, Labor & Material Bonds, Performance Bonds, etc.

This project is under the jurisdiction of the Office of State Building Official and the Office of State Fire Marshal. CRDA, will obtain and pay for the Building Permit(s). The Contractor will provide assistance with the building permit application. The Contractor shall obtain and pay for any sidewalk and street closure permits if required. The contractor shall coordinate temporary access and exiting plans with the State Fire Marshal for approval and the City Fire Marshal for their information.

This Bid Item shall include all permit costs from the City of Hartford. The Owner shall pay for all other permit costs.

\$ 6,700,000 (Trade Cost) X _____ % = \$ _____

C. Removal of Loose Overhead Spalled/Delaminated Concrete

Upon execution of the Contract, the Contractor shall remove all loose overhead spalled/delaminated concrete throughout the parking garage. The intent of this task is to remove loose concrete that may be at risk of falling on patrons or cars. Remove in a controlled manner so as not to let it expand, identifying it by tapping lightly, such as with a broomstick handle. Notify Owner Engineer and Operator of any areas that appear to be more than just a surface spall. Coordinate this Work with the garage operator.

Lump Sum = \$ _____

TOTAL BID ITEM 1 : = \$ _____

Bid Item 2 - Concrete Repair:

A. Concrete Deck Repair.

Work shall consist of the partial-depth and full-depth repair of spalled/delaminated concrete throughout the parking garage. Work shall include marking out all areas of repair for review by

Engineer prior to commencement of demolition activities, saw-cutting around repair areas, partial-depth or full-depth removal of all delaminated/spalled concrete (as directed by the Engineer), debris removal, preparation of concrete substrate, removal and replacement and/or sandblasting clean all exposed reinforcing steel as noted or as directed by the Engineer, placement of concrete repair material, finishing and curing, tooling and sealing of all control/construction joints, along with all other work required for the satisfactory performance of this work item.

Contractor shall note that the provision of and placement of new and/or supplemental reinforcing steel which is required or as otherwise directed to be performed by the Engineer shall be considered as being included within this item of work.

Contractor shall note that all sealant work shall consist of the installation of non-sag polyurethane sealant (use of self-leveling polyurethane sealant shall be prohibited) and shall be incidental to the concrete deck repairs. Contractor shall note that concrete repair work will proceed on a phased basis over multiple years.

Contractor shall note that Levels 6 & 7 (roof) consist of a post-tensioned structural configuration. Therefore, prior to start of demolition affecting a work area on Levels 6 or 7, Contractor shall locate and identify all existing, embedded post-tension tendons, by appropriate methods (ground penetrating radar, or approved method), as approved by Engineer/Owner. Upon locating the tendons, Contractor shall mark the locations for verification by the Engineer. Demolition activities, as required for designated concrete repairs, shall not be started until locations of tendons have been verified by the Engineer.

If demolition activities are started before Engineer verifies the located tendons as identified by the Contractor, Contractor shall proceed at Contractor's own risk. Should post-tension tendons be damaged (or any other applicable unforeseen conditions arise) while Contractor is performing at Contractor's own risk, then Contractor shall repair all damaged tendons or perform other applicable work (inclusive of any costs associated with provision of shoring, traffic control, etc.) at no additional cost to Owner.

1. Locating and Identifying all Embedded Post-Tension Tendons, prior to start of demolition activities,

Allowance 25,000 SF @ _____/SF = \$ _____

2. Performance of Partial-Depth Concrete Repairs,

Levels 1-7 50,000 SF @ _____/SF = \$ _____

3. Performance of Full-Depth Concrete Repair Including Required Shoring

Levels 1-7 150,000 SF @ _____/SF = \$ _____

B. Miscellaneous Vertical/Overhead Concrete Repair.

Work shall include repair of column corbel and vertical/overhead concrete areas throughout the garage. Work shall consist of marking repair areas for review by the Engineer prior to demolition, concrete removal by approved method, surface preparation, debris removal, placement of approved polymer modified concrete repair mortar, finishing, and curing along with all other work required for the satisfactory performance of this work item, including, but not limited to, shoring.

1. Vertical/Overhead Repair of Beams

Lev Bsmt-7 2,500 SF @ _____/SF = \$ _____

2. Vertical/Overhead Repair of Slabs

Lev Bsmt-7 10,000 SF @ _____/SF = \$ _____

Sub-Total Bid Item 2.B.1&2 = \$ _____

C. Post Tensioning Tendon Repair – ALLOWANCE

This work is indeterminate at this time and shall only be performed as directed by the Engineer as conditions warrant. In the performance of partial depth concrete repairs, specifically associated with the upper floor levels, it is possible that repairs to post tensioning tendons and/or their anchorages may be identified which will need to be addressed, as directed by the Engineer.

Depending on the conditions identified during the implementation of the partial depth concrete deck repairs, Work shall include the provision and installation of required materials for review and approval by the Owner/Engineer. Work shall be performed as a draw on the associated unit pricing:

1. Installation of Twisted Ring Anchors (Dog Bones):

Allowance 1 EA @ _____/EA = \$ _____

2. Installation of Splices and Couplers:

Allowance 1 EA @ _____/EA = \$ _____

3. Installation/Replacement of End Anchors:

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Allowance 1 EA @ _____/EA = \$ _____

4. Installation of Tendon/Cable:

Allowance 1 LF @ _____/LF = \$ _____

Sub-Total Bid Item 2.C = \$ _____

D. Miscellaneous Cast-in-Place Concrete Slab Repair in the Stairs.

This work shall include the repair of selected concrete locations throughout the stairs, inclusive of all treads, landings, and other stair surfaces. Work shall consist of marking out repair areas for review by the Engineer prior to demolition, concrete removal by approved method, surface preparation, debris removal, placement of approved polymer-modified concrete repair mortar, finishing and curing, along with all other work required for the satisfactory performance of this work item.

Levels B -7 500 SF @ _____/SF = \$ _____

E. Miscellaneous Concrete Curb Repair.

This work shall include the repair of selected concrete curb locations throughout the garage. Work to consist of marking out repair areas for review by the Engineer prior to demolition, concrete removal by approved method, surface preparation, debris removal, placement of approved polymer modified concrete repair mortar, finishing and curing along with all other work required for the satisfactory performance of this work item.

Allowance 1,000 LF @ _____/LF = \$ _____

F. Installation of Concrete Aprons at Slab Differentials

Work shall consist of the placement and installation of sloped concrete aprons, as shown, in accordance with Bid Item 5.C. Work shall include marking areas for review by the Engineer prior to demolition, saw-cutting 1/2" deep around perimeter of repair areas as required, concrete removal by approved method, surface preparation, debris removal, placement of new concrete materials, tooling and sealing of all control/construction joints as required, finishing and curing along with all other work required for the satisfactory performance of this work item.

Contractor shall note that work shall include coordination with Bid item 5.C, as well as Bid Items 2.A.2 & 3 as required.

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Levels 1-7 7 EA @ _____/EA = \$ _____

G. Miscellaneous Slab-on-Grade Concrete Repair.

Work shall consist of marking areas for review by Engineer prior to demolition, saw-cutting around repair areas, removal of all deteriorated/spalled concrete, preparation of concrete substrate and sandblasting clean all reinforcing steel prior to placement of new welded-wire fabric as required, placement of approved polymer-modified concrete repair mortar, finishing and curing, tooling and sealing of all control/construction joints, along with all other work required for the satisfactory performance of this work item.

Contractor shall note that the provision of and placement of new and/or supplemental reinforcing steel which is required or as otherwise directed to be performed by the Engineer shall be considered as being included within this item of work.

Contractor shall note that all sealant work shall consist of the installation of non-sag polyurethane sealant (use of self-leveling polyurethane sealant shall be prohibited) and shall be incidental to the concrete deck repairs.

Basement 1,000 SF @ _____/SF = \$ _____

H. Application of Corrosion Inhibitor

This work shall consist of the provision of all labor, material and equipment required for the surface preparation and installation of an approved topically applied corrosion inhibitor over all areas of exposed supported concrete deck. Installation shall be performed by a manufacturer-certified installation contractor and shall be installed in strict accordance with manufacturer's installation instructions as approved by the Engineer.

Level 1 56,637 SF @ _____/SF = \$ _____

Level 2 56,637 SF @ _____/SF = \$ _____

Level 3 56,637 SF @ _____/SF = \$ _____

Level 4 56,637 SF @ _____/SF = \$ _____

Level 5 56,637 SF @ _____/SF = \$ _____

Level 6 56,637 SF @ _____/SF = \$ _____

Level 7 56,637 SF @ _____/SF = \$ _____

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Sub-TOTAL Bid Item 2.F = \$ _____

TOTAL BID ITEM 2: = \$ _____

Bid Item 3 - Waterproofing:

A. Waterproofing Membrane Installation:

Work shall consist of the provision of all labor, material and equipment required for the installation of a new waterproofing membrane system.

Prior to start of Work, Contractor shall review all pre-existing waterproofing membrane, designated to remain, with Engineer to determine those locations (areas) which require repair. Contractor shall be responsible for verifying with membrane manufacturer the compatibility of materials and shall submit manufacturer's recommended preparation and application procedures to the Engineer for review and approval prior to the implementation of the repair.

Traffic bearing waterproofing membrane installation shall be performed by a manufacturer- certified waterproof membrane installation contractor and shall be installed in strict accordance with manufacturer's installation instructions as approved by the Engineer.

Contractor shall note that application of the new traffic bearing membrane shall be based upon the horizontal projection of the work; all vertical surfaces shall be incidental to the work, and therefore, included in the Contract Price. Membrane shall turn up vertical surfaces (i.e. perimeter walls, columns, curbs, etc.) a minimum of 6"; Contractor shall coordinate all terminations in the field with the Engineer.

Contractor shall note that all crack repair, control/construction joint repair, as well as cove joint repair, shall be incidental to the application of the traffic bearing membrane, and shall be included in the contract unit price. Work shall consist of providing 1/2" x 1/2" V-groove along all concrete cracks which are wider than approximately 1/32", or as directed by the Engineer, and application of an approved two (2) component polyurethane sealant material in strict accordance with manufacturer's recommendations as approved by the Engineer; all existing sealant materials (as may be required or as may become exposed) shall be removed from previously sealed cracks prior to installation of new sealant, providing tooled control/construction joints around and through concrete repair areas, as depicted on the drawings or as otherwise directed by the Engineer; joints shall be tooled and/or routed as necessary to provide the profile required for application of an approved two-component polyurethane sealant material in strict accordance with manufacturer's recommendations as approved by the Engineer, as well as removing all existing cove joint sealant (as may be required or as may become exposed) and installing new cove joint sealant throughout the garage, as depicted on the

drawings or as otherwise directed by the Engineer; work shall be inclusive of, but not limited to, providing the correct joint profile, removal of all preexisting sealant material, surface cleaning, priming of surfaces and installation of a 3/4" x 3/4" cove joint using an approved (2) component non-sag polyurethane sealant in strict accordance with manufacturer's recommendations as approved by the Engineer.

Contractor shall note that all sealant work shall consist of the installation of non-sag polyurethane sealant (use of self-leveling polyurethane sealant shall be prohibited) and shall be incidental to the installation of the membrane system.

Contractor shall note that Work shall include addressing any shallow-depth deviations in the concrete surface, not otherwise addressed by Bid Item 2.A. ***These shallow-depth repair locations, also including removal of obstructions to the level surface (such as abandoned pieces of conduit, former anchors, etc.) shall typically be considered addressable by installation of a leveling course in accordance with the manufacturer's recommendations and shall be reviewed by the manufacturer and approved by the Engineer prior to start of work (to confirm abandonment as applicable).***

1. Installation of a New Heavy-duty Membrane System in accordance with the "Heavy- Duty" requirements of the Specifications,

Level 1	<u>56,637</u>	SF @	_____	/SF = \$ _____
Level 2	<u>56,637</u>	SF @	_____	/SF = \$ _____
Level 3	<u>56,637</u>	SF @	_____	/SF = \$ _____
Level 4	<u>56,637</u>	SF @	_____	/SF = \$ _____
Level 5	<u>56,637</u>	SF @	_____	/SF = \$ _____
Level 6	<u>56,637</u>	SF @	_____	/SF = \$ _____
Level 7	<u>56,637</u>	SF @	_____	/SF = \$ _____

Sub-TOTAL Bid Item 3.A.1 = \$ _____

2. Installation of Shallow-Depth/Leveling Course.

Allowance 150,000 SF @ _____ /SF = \$ _____

B. Installation of New Expansion Joint Glands

Work shall consist of the replacement of designated expansion joint glands throughout the Garage. Work

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Level 5 40 LF @ _____ /LF = \$ _____

Level 6 40 LF @ _____ /LF = \$ _____

Level 7 40 LF @ _____ /LF = \$ _____

Sub-TOTAL Bid Item 3.B.2 = \$ _____

C. Pressure Epoxy Injection:

Work shall consist of the provision of all materials, labor and equipment required to pressure inject horizontal and vertical cracks in various concrete surfaces (i.e. precast concrete columns, tee stems, spandrels, ledger beams, etc.) with an approved epoxy adhesive as directed by the Engineer. Work shall include, but not be limited to, locating of cracks to be verified by Engineer, crack preparation, drilling of injection ports, port installation, pressure injection of epoxy repair materials in strict accordance with manufacturer's recommendations as approved by the Engineer, and the cleaning and removal of excess epoxy injection materials from exposed surfaces along with all other work required for the satisfactory performance of the work.

Allowance 1,000 LF @ _____ /LF = \$ _____

TOTAL BID ITEM 3: = \$ _____

BID ITEM 4 - DRAINAGE IMPROVEMENTS:

A. Flush and Cleaning Drainage System – Initial Clean:

Work shall consist of the removal and proper disposal of all foreign materials from the floor drains and associated piping. Cleaning shall include flushing out (hydro-jet cleaning) the facility's entire deck drainage system. This work shall be inclusive of any and all joint breaking and reconnection as required to properly clean the entire system and to assure unencumbered storm water flow. Cleaning and flushing shall be performed on a floor-by-floor basis over multiple years. Cleaning of the 7th floor shall include cleaning of the risers. Upon completion of the project, the entire system shall be cleaned a second time.

Following initial cleaning of a given floor, work shall include provision of a visual inspection of the drains and piping, along with a written report of the inspection results, along with all other work required for the satisfactory performance of the work on a floor-by-floor basis. The report shall include, but not be limited to, detailed observed conditions throughout the drainage system, a schematic diagram designating locations of damage, breaks and blockages in piping, and points of entry and exit.

Level 1	Lump Sum = \$	_____
Level 2	Lump Sum = \$	_____
Level 3	Lump Sum = \$	_____
Level 4	Lump Sum = \$	_____
Level 5	Lump Sum = \$	_____
Level 6	Lump Sum = \$	_____
Level 7	Lump Sum = \$	_____
Sub-TOTAL Bid Item 3.A		= \$ _____

B. Flush and Cleaning Drainage System – Final Clean Following Completion:

All Levels 1 LS @ _____/LS = \$ _____

C. Supplemental Drain Installation.

Work shall consist of installing new floor drains. This work will include modification of concrete deck around drains and placement of new concrete repair mortar, tooling and sealing of all control/construction joints, all as shown on the drawings and directed by the engineer, finishing and curing along with all other work required for the satisfactory performance of this work item.

All Levels 43 EA @ _____/EA = \$ _____

D. Supplemental Drain Piping Installation.

Work shall consist of providing new drain piping with associated pipe fittings and supports to connect

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new supplemental drains with the existing drainage system, or replace failed pipe all as shown on the drawings and directed by the Engineer. Contractor shall be responsible for verifying required height clearances.

1. 4" Horizontal Pipe,

All Levels 1,500 LF @ _____/LF = \$ _____

2. 6" Horizontal Pipe

All Levels 50 LF @ _____/LF = \$ _____

3. 8" Vertical Riser

All Levels 50 **LF** @ _____/**LF** = \$ _____

Sub-TOTAL Bid Item 4.C = \$ _____

TOTAL BID ITEM 4: = \$ _____

BID ITEM 5 – MISCELLANEOUS METAL REPAIRS AND IMPROVEMENTS:

A. Stair Repairs and Improvements:

Contractor shall note that the Church Street Parking Garage consists of an original/older portion built in 1954 (the lower levels consisting of the basement up through the approximate fifth level) and a newer portion added in 1983 (the upper levels consisting of the approximate fifth level up to the roof). Work shall include provision of labor, materials, and equipment for the replacement of the various stair elements including, but not limited to, designated tread/riser combinations & support angles, stringer and other miscellaneous components all as shown on the drawings or as directed by the Engineer, depending on dimensional conditions and requirements, as follows:

- Regarding stair #1: all stair components throughout the older portion; contractor shall note that work shall include modifications to impacted landings in order to achieve minimum dimensional requirements, as directed by the owner/engineer, and the extent of modifications shall be verified with the owner/engineer prior to start of work.

- Regarding stair #2: all stair components throughout the older portion; contractor shall review the work with the owner/engineer prior to start of work.
- Regarding stair #3: all stair components throughout the older portion; contractor shall review the work with the owner/engineer prior to start of work.
- Regarding stair #4: all stair components throughout both the older and newer portions; contractor shall note that work shall include modifications to impacted landings in order to achieve minimum dimensional requirements, as directed by the owner/engineer, and the extent of modifications shall be verified with the owner/engineer prior to start of work.

Although extent of replacement of treads/risers & stringers vary per stair tower system, Work shall include replacement of the handrail & guardrail systems in their entirety on all levels in the four stairs. Work shall include removal of the existing rail systems, preparation of the components & substrates to receive the new railing systems, followed by the installation of the new handrail/guardrail systems. Contractor shall note that all anchor hardware shall be replaced with new hardware and all welding shall be ground smooth.

Contractor shall note that sections and details shown are graphical in nature and shall not be interpreted to be representative of all conditions. Contractor shall review existing conditions prior to start of work, and Contractor shall note that work shall include the submission of shop drawings for fabrication, installation and erection of metal systems and components prior to start of work; include plans, elevations, and details of sections and connections, show anchorage and accessory items, provide templates for anchor bolt installation. Fabrication shall not proceed until shop drawings have been reviewed. Fabrication, assembly, installation, and erection shall conform to reviewed and accepted shop drawings. Shop drawings shall be stamped by a professional engineer registered in the state of Connecticut.

All new components shall be hot-dipped galvanized; touch up all field welding to hot dip galvanized elements as recommended by coating manufacturer and approved by engineer.

Contractor shall note that lead paint currently exists throughout the stairs; therefore, contractor shall comply with all applicable requirements for proper containment, removal and disposal.

An Allowance is provided for miscellaneous repair to those components remaining and excluded from replacement, typically associated with the newer portion of the garage. Upon review and direction by the owner/engineer, contractor shall provide applicable pricing for review; following review of the contractor's pricing, owner/engineer shall authorize the repair of designated items. By applicable method, along with all other work required for the satisfactory performance of this work item. All patches and interfaces of existing elements with new elements shall consist of straight and true lines and edges. Contractor shall not proceed with the additional miscellaneous repairs until written authorization is received.

Contractor shall note that fabrication of the handrail/guardrail assembly shall include the hot-dip galvanizing and application of the architectural finish to the assembly, in coordination with Bid Item 6.

Although all other pieces are to be hot-dipped galvanized as well, the pieces (due to their miscellaneous nature) are to be field-painted along with the stair system as a whole in its entirety.

The following Lump Sum Bid Items for Stair Improvements shall include installation of plywood partitions with locked access, “bagging” of existing exit signs and temporary exit signage directing people to adjacent stairwells.

1. Improvements to Stair #1:

- a. Replacement of tread/riser combinations and stringers throughout the older portion of the garage; modifications to applicable landings:

Stair #1a Lump Sum = \$ _____

- b. Replacement/Installation of New Handrails & Guardrails throughout the Stair, from Basement to Roof Level:

Stair # 1b Lump Sum = \$ _____

2. Improvements to Stair #2:

- a. Replacement of tread/riser combinations and stringers throughout the older portion of the garage:

Stair # 2a Lump Sum = \$ _____

- b. Replacement/Installation of New Handrails & Guardrails throughout the Stair, from Basement to Roof Level:

Stair #2b Lump Sum = \$ _____

3. Improvements to Stair #3:

- a. Replacement of tread/riser combinations and stringers throughout the older portion of the garage:

Stair #3a Lump Sum = \$ _____

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- b. Replacement/Installation of New Handrails & Guardrails throughout the Stair, from Basement to Roof Level:

Stair #3b Lump Sum = \$ _____

4. Improvements to Stair #4:

- a. Replacement of tread/riser combinations and stringers throughout both the older and newer portions of the garage; modifications to applicable landings:

Stair #4a Lump Sum = \$ _____

- b. Replacement/Installation of New Handrails & Guardrails throughout the Stair, from Basement to Roof Level:

Stair # 4b Lump Sum = \$ _____

5. Allowance for Miscellaneous Repairs outside of tread/riser combination and railing replacement.

Allowance = \$20,000.00 _____

Sub-TOTAL Bid Item 5.A.1-5 = \$ _____

B. Replacement of Railing System:

Work shall include the removal of existing railing systems followed by the installation of new railing systems, typically associated with the parapets and the openings between bays. Work shall consist of the review of existing conditions prior to start of work, the removal of existing railing systems, the repair of concrete surfaces as required, followed by the installation of new railings systems, all throughout the garage, along with all other work required for the satisfactory performance of the work.

Contractor shall note that conditions vary throughout the garage, and therefore work shall include the submission of shop drawings for fabrication, installation and erection of railing systems and components prior to start of work; include plans, elevations, and details of sections and connections,

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show anchorage and accessory items, provide templates for anchor bolt installation. Fabrication shall not proceed until shop drawings have been reviewed. Fabrication, assembly, installation and erection shall conform to reviewed and accepted shop drawings. Shop drawings shall be stamped by a Professional Engineer registered in the state of Connecticut.

Contractor shall note that fabrication of the railing systems shall include the hot-dip galvanizing and application of the architectural finish to the assemblies, in coordination with Bid Item 6.

Level 1	<u>86</u>	LF @ _____	/LF = \$ _____
Level 2	<u>86</u>	LF @ _____	/LF = \$ _____
Level 3	<u>642</u>	LF @ _____	/LF = \$ _____
Level 4	<u>642</u>	LF @ _____	/LF = \$ _____
Level 5	<u>642</u>	LF @ _____	/LF = \$ _____
Level 6	<u>642</u>	LF @ _____	/LF = \$ _____
Level 7	<u>642</u>	LF @ _____	/LF = \$ _____

Sub-TOTAL Bid Item 5.B = \$ _____

C. Removal of Designated Railing Systems

Work shall include the removal of designated railing systems, typically associated with the tops and bottoms of the vehicular ramps. Work shall consist of the verification with the Owner/Engineer of designated railing systems to be removed, the proper removal of the railing systems including the associated curbing, the proper disposal of the railing systems and related materials, followed by the repair of the concrete surfaces remaining, along with all other work required for the satisfactory performance of the work. Contractor shall reference Bid Item 2.E for subsequent concrete work.

Levels B -7 410 LF @ _____ /LF = \$ _____

TOTAL BID ITEM 5: = \$ _____

BID ITEM 6 – COATINGS & PAINTING

- A. Application of Coating to Ceiling, Vertical & Framing Surfaces; metal stair/railing systems and other railing systems.

Work shall consist of the application of a coating to designated ceiling, vertical and framing surfaces, as well as the metal stair/railing systems associated with the stair towers and parapet/openings between bays, and ceilings, parapets and designated miscellaneous surfaces throughout the Parking Garage. Work shall include surface preparation as required, followed by the application of a coating to designated surfaces, all as scheduled per the drawings and specifications. Coatings shall be compatible with the substrate encountered. Each coat application shall be contrasting color with final coat color as scheduled or as directed by the Owner/Engineer to be submitted for verification prior to application.

Following completion of coating work, Contractor shall re-paint level designation graphics, matching existing, typically associated with the column surfaces throughout the garage. Prior to start of work, Contractor shall verify all locations, colors, and other related criteria with the Owner/Engineer.

Contractor shall note that existing coatings are currently in place throughout the various surfaces; therefore, Contractor shall be solely responsible for reviewing with the manufacturer (and approved by the Engineer) to confirm the extent necessary for removal of the existing materials. While the intent is to only remove that which is necessary in order to avoid and/or minimize damage to the various substrates, it is critical that all performance requirements (such as, but not limited to, bond/adhesion, moisture transmission, etc.) of the new materials be achieved as required by the manufacturer (as approved by the Engineer). Therefore, as noted above, work shall include any and all surface preparation required for this Work.

1. Stair Tower Surfaces Including Railings.

Stair 1	Lump Sum = \$	_____
Stair 2	Lump Sum = \$	_____
Stair 3	Lump Sum = \$	_____
Stair 4	Lump Sum = \$	_____
Stair 5	Lump Sum = \$	_____
Sub-TOTAL Bid Item 6.A.1	= \$	_____

2. Railings along Parapets and in Openings between Bays.

Level 1	Lump Sum = \$	_____
---------	---------------	-------

Bidder

Level 2 Lump Sum = \$ _____

Level 3 Lump Sum = \$ _____

Level 4 Lump Sum = \$ _____

Level 5 Lump Sum = \$ _____

Level 6 Lump Sum = \$ _____

Level 7 Lump Sum = \$ _____

Sub-TOTAL Bid Item 6.A.2 = \$ _____

3. Concrete Ceiling and Vertical Surfaces

Level 1 Lump Sum = \$ _____

Level 2 Lump Sum = \$ _____

Level 3 Lump Sum = \$ _____

Level 4 Lump Sum = \$ _____

Level 5 Lump Sum = \$ _____

Level 6 Lump Sum = \$ _____

Level 7 Lump Sum = \$ _____

Sub-TOTAL Bid Item 6.A.3 = \$ _____

B. Steel Framing Elements (Steel Beams)

Lump Sum = \$ _____

C. Level Designation Graphics

Lump Sum = \$ _____

D. Painting of Traffic Markings and Parking Stalls.

Bidder

Work shall consist of application of new markings for all parking stalls, directional arrows, crosswalks, curbs, centerlines, text and other traffic markings located throughout the Garage. Application of striping shall be performed to match pre-existing conditions or as otherwise directed by the Engineer; however all handicap parking stalls shall be updated accordingly and quantity/location of handicap parking stalls shall be verified prior to start of work; all curbing shall be painted, both those currently painted and those not. Any and all conflicting markings shall be removed in their entirety by approved method. Owner/Engineer shall be required to review striping layout prior to this work being performed.

Level 1 Lump Sum = \$ _____

Level 2 Lump Sum = \$ _____

Level 3 Lump Sum = \$ _____

Level 4 Lump Sum = \$ _____

Level 5 Lump Sum = \$ _____

Level 6 Lump Sum = \$ _____

Level 7 Lump Sum = \$ _____

Sub-TOTAL Bid Item 6.D = \$ _____

TOTAL BID ITEM 6: = \$ _____

BID ITEM 7 - REPLACEMENT OF VEHICULAR BUMPER GUARDS

Work shall consist of the provision of all materials, labor and equipment required to install new vehicular bumper guards along the heads of the parking stalls throughout the garage. Work shall include removal of the existing timber boards, repair of the vertical surfaces as required upon removal, installation of the new bumper guards, along with all other work required for the satisfactory performance of the work. Acceptable bumper guards consist of HDPE Series 3020.3 1 1/2" x 9 1/2", manufactured by Wallguard.com (color to be determined by Owner) or approved equal; contractor shall provide sample prior to start of work for confirmation of color as accepted by owner.

Basement Lump Sum = \$ _____

Bidder

Level 1 Lump Sum = \$ _____

Level 2 Lump Sum = \$ _____

Level 3 Lump Sum = \$ _____

Level 4 Lump Sum = \$ _____

Level 5 Lump Sum = \$ _____

Level 6 Lump Sum = \$ _____

Level 7 Lump Sum = \$ _____

Sub-TOTAL Bid Item 7 = \$ _____

TOTAL BID ITEM 7: = \$ _____

BID ITEM 8 – PROVISION OF TEMPORARY TRAFFIC CONTROL SIGNAGE AND RELATED GRAPHICS:

Work shall consist of the provision of any and all temporary signage and graphics for use during construction. All temporary signage shall be of a professional nature, as approved by Owner prior to procurement and prior to its installation, and shall consist of specified materials, along with all other work required for the satisfactory performance of this work item. All temporary signage required for the successful execution of the repair work shall become the property of the Owner unless otherwise approved.

Contractor shall note that while this Allowance shall solely pertain to the procurement of the applicable temporary signage, all required coordination with applicable parties to organize the temporary work areas both inside and outside of the facility, followed by the proposing and installation of associated temporary signage, along with the procurement and provision of temporary traffic control devices (i.e. barricades, etc.) shall be included in Bid Item 1.A, General Mobilization/Demobilization.

and/or the Owner will, in no case, be responsible for any losses or change in Contractor's anticipated profits resulting from such failure or neglect.

If the bidder finds any language in the Contract inconsistent, vague or difficult to understand or interpret, for any reason, he shall request clarification in writing from the Engineer or Owner not less than 5 working days prior to the scheduled dates for response thereto in writing to all bidders known to the Owner. Unless the bidder seeks clarification in accordance with this paragraph, he will be deemed to have waived his rights, if any he had, to object to said Contract language as vague or misleading for any reason.

When the plans and Special Provisions include information pertaining to surface observations, material testing and other preliminary investigations, such information represents only the opinion of the Engineer as to the location, character, or quantity of the materials encountered and is only included for the convenience of the bidder. The Owner/Engineer assumes no responsibility whatever in respect to the sufficiency or accuracy of the information, and there is no guarantee, either expressed or implied, that the conditions indicated are accurate or unanticipated developments may not occur. Said information shall not be considered by the parties as a basis for the Contract award amount.

The Bidder agrees that adequate time was allowed the bidder to inspect all work sites and, unless express written request has been made, the Engineer/Owner will be presumed to have supplied the bidder all the information and access required to adequately complete the Proposal.

The estimated quantities of work to be done and materials to be furnished under these Specifications are given in the Proposal. All quantities are to be considered as approximate and are to be used only for comparison of bids. The unit and lump sum prices to be tendered by the bidders are to be for the scheduled quantities as they may be increased or decreased.

Payments will be made to the Contractor only for the actual quantities of work performed and materials furnished in accordance with the Plans and Specifications. The scheduled quantities may each be increased or diminished or entirely deleted. Such changes may become necessary for the best interest of the project due to circumstances not known at the time the Contract was entered into or arising thereafter. In the event, in the sole judgment of the Owner or its representative such changes become necessary, the lump sum and unit prices set forth in the Proposal and embodied in the Contract shall remain valid.

Work acceptance is to be made by the Engineer.

Any extra work beyond the scheduled quantities requiring additional cost to the Owner shall be approved by the Owner prior to taking such action. Claims for extra work which have not been authorized in writing by the Owner and approved by the Engineer will be rejected and the Contractor shall not be entitled to payment thereof.

CONSTRUCTION TIME

Immediately following execution of the Contract, and issuance by the Owner, of a written "Notice to Proceed," the Owner, Engineer and Contractor shall meet to develop and agree to the Scope of Work to be undertaken during the 2021 Seasonal Work Period. The undersigned agrees to commence preconstruction work immediately and mobilize on-site Work as soon as possible thereafter. The undersigned agrees to

provide sufficient manpower to complete the 2021 Scope of Work prior to the on-set of cold weather in the Fall.

RIGHT TO REJECT BIDS AND SIGNING CONTRACTS

In submitting this Bid, it is understood that the right is reserved by the Owner to reject any and all bids, and/or negotiate with the selected bidder or bidders, including splitting the work into multiple contracts, all as may be in the best interest of the Owner. If written notice of acceptance of this bid is mailed, delivered and/or otherwise transmitted to the undersigned within sixty (60) days after the opening thereof, or at any time thereafter before this bid is withdrawn by written notification, the undersigned agrees to execute and deliver a Contract in the prescribed form. The Work shall be commenced by the successful bidder within 14 days after the Notice to Proceed from the Owner.

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda:

ADDENDUM NUMBER

DATE OF ADDENDUM

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

GENERAL STATEMENT

The undersigned has checked all of the above figures and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all technicalities and informalities in connection therewith, including negotiating with the selected

Bidder

bidder or bidders, including splitting the work into multiple contracts, all as may be in the best interest of the Owner. It is agreed that this Bid may not be withdrawn for a period of 60 days from the time of opening.

The undersigned declares that the person or persons signing this bid is/are fully authorized to sign on behalf of the firm listed to all of the Bid's conditions and provisions thereof.

It is agreed that no persons or company other than the firm listed below or as otherwise indicated has any interest whatsoever in this Bid or the contract that may be entered into as a result of this Bid and that in all respects the Bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied and/or will comply with all requirements of local, state or national laws, and that no legal requirements have been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

SUBCONTRACTOR'S LIST (If applicable)

NAME _____

ADDRESS _____

WORK _____

NAME _____

ADDRESS _____

WORK _____

NAME _____

ADDRESS _____

WORK _____

NAME _____

ADDRESS _____

WORK _____

Bidder

NAME _____

ADDRESS _____

WORK _____

Bidder

SIGNATURE OF BIDDER

(Date) _____ day of _____ 20 _____

(Firm Name) _____
(Seal)

(Address) _____

(Signature) _____

(Name Typed) _____

(Title) _____

BID GUARANTEE

The information in this Bid is correct to the best information, knowledge and belief of the undersigned. It is submitted without collusion with any person, individual or corporation.

Contractor

instrument and that such instrument is duly submitted on behalf of

Notary Public

DRAFT AIA® Document A104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « _____ » day of « _____ » in the year « 2021 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Capital Region Development Authority (CRDA)»« »
«100 Columbus Boulevard, Suite 500 »
« Hartford, CT 06103 »
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« Church Street Parking Garage Renovations & Improvements »
« CRDA Project # 21-016 »
« 200 Church Street, Hartford, CT »
« »

The Architect:
(Name, legal status, address and other information)

« DESMAN »
« 175 Capital Blvd, Suite 402 »
« Rocky Hill, CT 06067 »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

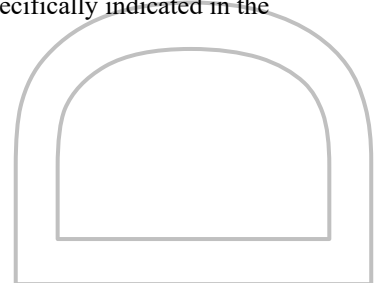
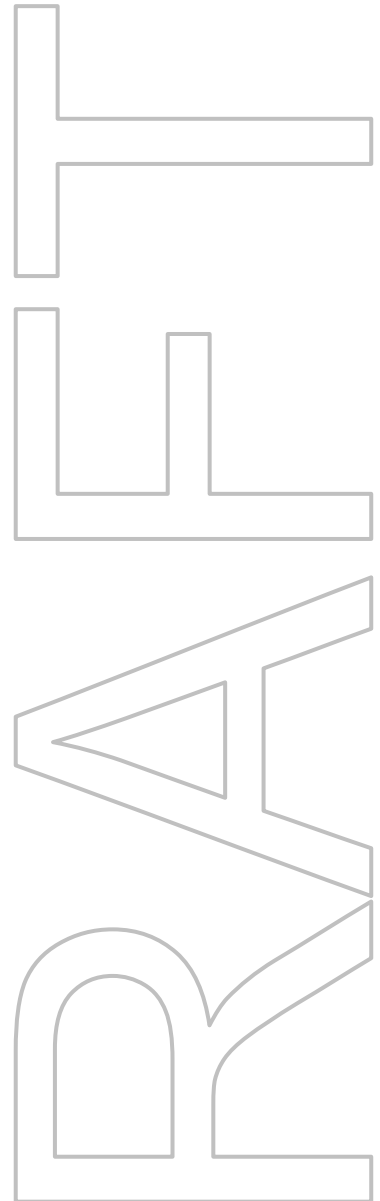
ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.



Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: December 31, 2022, subject to Attachment 1A, Section 1.6.3 and Section 2.2.B, 2.2.C and 2.2.D

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

Not Applicable

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

Not-to-Exceed Stipulated Sum, in accordance with Section 3.2 below.

§ 3.1.1 This contract consists of individual Bid Items that may be based on Lump Sum, Unit Cost, or Stipulated Allowance as listed on the Contractor's Bid Form Submission (Attachment 1B). Except for those items listed in Bid Item #1A, #1B and #8, each Bid Item includes all required costs including, but not limited to, supervision, administration, staging, shoring, delivery, labor, materials, equipment, overhead and profit.

§ 3.1.2 The Owner will provide written authorization to the Contractor for specific scopes of work taken from the Contractor's Bid Form Submission as shown on the Plans and Specifications included in Schedule A. For Unit Cost Bid Items, the Contractor will be paid for completed in-place work as verified by field measure. The aggregate total of authorized Lump Sum Bid Items, in-place Unit Cost Bid Items and Stipulated Allowance Bid Items shall not exceed the Not-to-Exceed Stipulated Sum without prior

written authorization.

§ 3.1.3 The Owner may, at its sole discretion, change the Sequencing Master Schedule and/or the Sequencing Detailed Schedule. If revisions to the sequencing schedules directed by CRDA result in work extending beyond the Substantial Completion Date as indicated in Paragraph 2.3.1, the Contractor shall be entitled to escalation adjustments as outlined in Attachment 1A, Section 2.2.E

§ 3.1.4 If the Owner receives additional funding, the Owner at its sole discretion may add additional scope of work to the Contract. If the Owner adds additional scope of work to the Contract, the Owner with input from the Architect shall determine the specific Scope of Work to be completed with the Additional funds. This Scope of Work will be added to the Contract and the Not-to-Exceed Stipulated Sum will be increased by a Contract Addendum. The current Scope of Work will be closed out pursuant to Sections 4.2, 9.4, 15.6 and 15.7, and this additional Work will be considered as a new phase. The Contractor will then submit a new Schedule of Values and proposed Substantial Completion Date for the new Scope of Work for review by the Architect and approval by the Owner.

§ 3.1.5 If additional work is authorized pursuant to Section 3.1.4, a reasonable adjustment to Bid Item #1A and #1B will be negotiated with the contractor. The value of other Bid Items will be adjusted in accordance with the Cost Escalation Section 2.2.E in Attachment 1.A.

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Not-to-Exceed Stipulated Sum shall be « _____ » (\$ « _____ »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
_____	_____	_____

The Not-to-Exceed Stipulated Sum is subject to Attachment 1A, Sections 3.1.C, 3.1.M and 3.1.W

Contract Unit Prices are as listed in Attachment 1B, Contractor's Bid Form Submission.

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

Item	Price
_____	_____

§ 3.3 Cost of the Work Plus Contractor's Fee

§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

Not Applicable

§ 3.3.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« »

§ 3.4 Cost of the Work Plus Contractor's Fee With a Guaranteed Maximum Price

§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

Not Applicable

§ 3.4.2 The Contractor's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor's Fee and the method of adjustment to the Fee for changes in the Work.)

« Not Applicable »

§ 3.4.3 Guaranteed Maximum Price

§ 3.4.3.1 The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed « » (\$ « »), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner. (Insert specific provisions if the Contractor is to participate in any savings.)

« Not Applicable »

§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« Not Applicable »

§ 3.4.3.3 Unit Prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Not Applicable		

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
Not Applicable	

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

« Not Applicable »

§ 3.4.3.6 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

Not Applicable

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract

Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

Not Applicable

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« Not Applicable »

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Not-to-Exceed Stipulated Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the « Last » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « Last » day of the « Following » month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than « thirty » (« 30 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« Retainage of five (5%) shall be withheld from all payments due from the Owner to the Contractor hereunder. Thirty days following acceptance of Work completed during the current Seasonal Work Period pursuant to Section 15.7, the Owner will release retainage held for Work completed during the current Seasonal Work Period.

« »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

Legal rate as set forth in Sec. 37-1 C.G.S., as revised.

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance for Work completed, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract for Work completed except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment.
- .2 Not Applicable
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner's final payment to the Contractor for Work completed shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 4.2.3 Future Phase(s)

If the Owner authorizes additional work pursuant to Section 3.1.4, Final Payment will be issued for the current phase of work and the added work will be considered as a future phase with a separate Final Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 21.6 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

« Not Applicable »

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Schedule B	Standard Vendor Terms and Conditions	N/A	All

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

« As listed in Plans and Specifications attached hereto as Schedule A »

Section	Title	Date	Pages

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

« As listed in Plans and Specifications attached hereto as Schedule A »

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

Exhibit A, Determination of the Cost of the Work.

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents.)

<input type="checkbox"/>	Attachment 1A	Instructions to bidders »
<input type="checkbox"/>	Attachment 1B	Contractor's Complete Bid Submission »
<input type="checkbox"/>	Attachment 2	Labor Rates (for change order work) »
<input type="checkbox"/>	Schedule A	Plans and Specifications »
<input type="checkbox"/>	Schedule B	Standard Vendor Terms and Conditions »
<input type="checkbox"/>	Schedule C	Prevailing Wage Rates »

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect’s consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party’s sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier,

or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

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§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties

Where the Contract is based on the Not-to-Exceed Stipulated Sum, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 (intentionally deleted)

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. If the Contractor performs any construction activity which it should have known constitutes an error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.1.4 The Owner assumes no contractual liability or responsibility for the physical condition or safety of the Project site or of any improvements thereon. As between the Contractor and the Owner, the Contractor shall be solely responsible for providing a safe place for the performance of the Work.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.3.3.1 Approval by the Owner of any such substitution shall not relieve the Contractor requesting the substitution of responsibility for any additional costs incurred by other trades for changes made necessary to accommodate the substituted item.

§ 9.3.3.2 By making requests for substitutions, the Contractor:

- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs

- related to substitution which subsequently become apparent; and
- .4 shall coordinate the installation of the accepted substitution, making such changes as may be required for the Work to be complete in all respects.

§ 9.3.4 Directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment, and operation of their materials or equipment shall be complied with, but the Contractor shall nonetheless have the responsibility for determining whether such directions, specifications, and recommendations may safely and suitably be employed in the Work, and for notifying the Architect in advance in writing of any deviation or modification necessary for installation safety or proper operation of the item.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.4.1 The Contractor warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects. This warranty does not apply to those defects, inherent in the quality of the Work the Contract Documents require and that the Contractor reported. Substitutions not properly approved and authorized shall be considered to have failed to conform to the Contract Documents. Work, materials or equipment which fails to perform under the proper use and normal wear for intended purposes for a period of one year after the date of Substantial Completion, except where warranties for longer durations are called for by the Contract Documents, shall be considered defective. If required by the Architect or the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 9.4.2 The warranties under this Section 9.4 shall be in addition to, and not a substitute for, any other rights of the Owner under the Contract Documents or existing in law or equity.

§ 9.5 Taxes

The Owner is a tax-exempt entity. The Contractor shall be familiar with the current regulations of the Connecticut Department of Revenue Services and the sales or use tax on materials or supplies exempted by such regulations shall not be included as part of the bid or the Contract Sum. A sales tax certificate will be provided by the Owner.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 This project is under the jurisdiction of the Office of State Building Inspector and Office of State Fire Marshal. The Owner will pay for any fees required for the Building Permit. The Contractor shall secure and pay for any City of Hartford Fees required for road and/or sidewalk closure permits if required, as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade

discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 Immediately following Contract Award, The Owner, with input from the Architect shall determine the specific Scope of Work to be performed by the Contractor that is estimated to be within the Not-to-Exceed Stipulated Sum. As the Contractor's work progresses, the remaining Scope of Work will be subject to adjustment to remain within available funding.

§ 9.8.2 After the specific Scope of Work is determined by the Owner pursuant to Paragraph 9.8.1, the Contractor, shall work collaboratively with the Owner and Architect with input from the Garage Operator to develop a Sequencing Master Schedule for the contract's duration that minimizes disruption to the garage operation including XL Event parking in accordance with the provisions of Attachment 1A, Section 2.2.D, Sequencing Schedule. The Contractor's proposed schedule shall be submitted to the Architect for review and to the Owner for Approval.

§ 9.8.3 Once the Sequencing Master Schedule is finalized, the Contractor shall submit a Sequencing Detailed Schedule for the current Seasonal Work Period for review by the Architect and approval by the Owner. The Contractor shall update the Sequencing Detailed Schedule at appropriate intervals as required by the conditions of the Work and Project. The Sequencing Detailed Schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and practicable execution of the Work.

§ 9.8.4 The Contractor shall perform the Work in general accordance with the most recent Sequencing Detailed Schedule submitted to the Owner and Architect.

§ 9.8.5 If the Owner authorizes additional work pursuant to Section 3.1.4, The Contractor shall revise the Sequencing Master Schedule to include a new section that incorporates the added scope of work for review by the Architect and approval by the Owner.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 9.16 COVID-19

The Contractor shall ensure that all work on the project site is performed in accordance with the latest COVID-19 State and Federal regulations and guidelines.

§ 9.17 As-Built Plans

§ 9.17.1 The Contractor shall provide and update as required, an as-built plan that shows all completed repairs.

§ 9.17.2 For repairs of Unit Cost Bid Items, the plan shall indicate the quantity of each repair based on field measure.

§ 9.17.3 The as-built plan shall be subject to review and verification by the Architect and acceptance by the Owner.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment.

The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 For procurement of subcontractors and vendors, the Contractor shall make a good faith effort 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. The Contractor shall comply with CHRO requirements.

§ 11.3 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.4 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

§ 11.5 Within five (5) calendar days after payment to Contractor by the Owner, the Contractor shall pay any amounts due any subcontractor, whether for labor performed or materials furnished when such labor or material has been included in requisition submitted by such Contractor and paid by Owner. The Contractor shall promptly give notice to the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of the Contractor's obligations to such Subcontractor.

§ 11.6 The Contractor shall include in each of the subcontracts a provision requiring each Subcontractor to pay any amounts due to any Sub-Subcontractors, whether for labor performed or materials furnished, within five (5) days after such Subcontractor receives a payment from the Contractor which encompasses labor or materials furnished by such Sub-subcontractor and a provision requiring each Subcontractor to promptly give notice to the Contractor of any claim or demand by a Sub-subcontractor claiming that any amount is due to such Sub-Subcontractor or claiming any default by such Subcontractor in any of its obligations to such Sub-subcontractor which notice the Contractor shall promptly relay to the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.2.1 Increases in the Cost of the Work

The Contractor shall include in each subcontract and/or supply agreement an aggregate limitation on the amount of profit and overhead the Subcontractor or Supplier and all lower tier Subcontractors and Suppliers can charge for Work performed pursuant to Change Orders and Construction Change Directives. Unless otherwise approved by the Owner, such aggregate combined profit and overhead shall not exceed Ten Percent (10%) of the sum of direct cost for labor (including labor burden) and materials (including any applicable sales tax) for Work performed pursuant to Change Orders and Construction Change Directives directly by Subcontractors. Subcontractors shall also be permitted to mark-up lower tier Subcontractors' increases for Work performed pursuant to Change Orders and Construction Change Directives by a maximum of Five Percent (5%). The maximum amount for the Contractor's self-performed Work pursuant to Change Order and Construction Change Directives is Fifteen Percent (15%).

§ 13.2.2 The Contractor shall provide evidence, reasonably satisfactory to the Owner, of any costs for which the Contractor seeks compensation or reimbursement pursuant to this Section 13.2.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Not-to-Exceed Stipulated sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Not-to-Exceed Stipulated sum or Contract Time, the Contractor shall notify the Architect and Owner, and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Not-to-Exceed Stipulated sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

§ 13.5 Increases or Decreases in the quantity performed for Unit Cost Bid Items shall **not** be considered as a Change in the Work as defined in Article 13 unless an increase in the quantity of a Unit Cost Bid Item will cause an increase in the Not-to-Exceed Stipulated Sum.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

§ 14.6 If the Owner authorizes additional work pursuant to Section 3.1.4, The current Substantial Completion Date will remain in place for the existing Scope of Work. A new Substantial Completion Date #2 for the added Scope of Work will be established pursuant to Section 15.6.4.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum pursuant to Section 3.2, the Contractor shall submit a draft Application for Payment to the Architect before the first Application for Payment. The Application for Payment's

Schedule of Values shall be based on the Contractor's Bid Form Submission attached hereto as Attachment 1B. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

The Bid Form submitted with the Bid attached hereto as Attachment 1B shall be the basis of the Schedule of Values.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.1.3. The Not-to-Exceed Stipulated Sum shall include a contingency to be determined by the Owner and Contractor. The Contingency shall be included in the Schedule of Values.

§ 15.1.3.1 If the total final installed quantity of Unit Cost Bid Item as determined by field measure is less than anticipated in Attachment 1B, the Bid Form Submission, the remaining amount will be transferred from the Bid Item in the Schedule of Values to the Contingency.

§ 15.1.3.2 If the total final installed quantity of Unit Cost Bid Item as determined by field measure is greater than anticipated in Attachment 1B, the Bid Form Submission, the required amount will be transferred from the Contingency to the Bid Item in the Schedule of Values to fund the additional cost.

§ 15.1.3.2 The Owner and Contractor shall mutually agree to a methodology to use for tracking these contingency transfers.

§ 15.1.4 If the Owner authorizes additional work pursuant to Section 3.1.4, The Contractor shall revise the Schedule of Values to include a new section that incorporates the added Scope of Work for review by the Architect and approval by the Owner.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

Not Applicable

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

Not Applicable

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

Not Applicable

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

Not Applicable

§ 15.3 Applications for Payment

§ 15.3.1 At least **five** days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

Not Applicable

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.4.5 The Owner shall not be deemed to be in default by reason of withholding payment while any of the grounds described in Section 15.4.3 remained uncured or in the event the Owner withholds payment pursuant to Section 15.2.5, nor shall any interest accrue or be payable with respect to any payments so withheld.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

§ 15.5.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 15.6.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.6.4 If the Owner authorizes additional work pursuant to Section 3.1.4, The current Substantial Completion Date will remain in place for the current Scope of Work and the Payment and Completion requirements outlined in Article 15 will be completed for the current Scope of Work. The Contractor and Owner with input from the Architect shall mutually agree to a new Substantial Completion Date #2 based on the revised Sequencing Master Schedule pursuant to Section 9.8.5 for the added Scope of Work. The Payment and Completion requirements outlined in Article 15 will be followed for the new Scope of Work.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 15.7.4 Acceptance of final payment by the Contractor, a Subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of the final Application for Payment.

§ 15.7.5 If the Owner authorizes additional work pursuant to Section 3.1.4, The Final Payment process described in Section 15.7 shall be followed upon Substantial Completion for the current Scope of Work and shall also be followed for the Substantial Completion #2 for the new Scope of Work.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;

- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Not-to-Exceed Stipulated sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 (intentionally deleted)

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1.1 The Contractor shall purchase from, and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by the Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Contractor's obligations under Section 9.15. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Contractor shall cause the commercial general liability coverage required by the Contract Documents to include: (1) the Owner, (2) the Architect and the Architect's Consultants, and (3) the Parking Garage Operator, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.1.2 The insurance required by Section 17.1.1 hereof shall include the policies listed in this Section 17.1.2, and shall be written for not less than the amounts specified in this Section 17.1.2, or greater if required by law.

- .1 Workers' Compensation (waiver of subrogation required):
 - a. State

- b. Voluntary Compensation (by any exempt entities):
Same as State Workers' Compensation
 - c. Employers Liability:
\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee
- .2 Commercial General Liability (including Premises-Operations; Independent Contractors' Protective;
Products and Completed Operations; Broad Form Property Damage):
- a. Bodily Injury
\$1,000,000 Each Occurrence
\$2,000,000 Per Location/Per Site General Aggregate
 - b. Property Damage:
Included Each Occurrence
Included Aggregate
 - c. Products and Completed Operations
 - d. Property Damage Liability Insurance shall provide explosion, collapse and underground coverage as applicable
 - e. Contractual Liability:
Bodily Injury:
\$1,000,000 Each Occurrence
Property Damage:
Included Each Occurrence
Included Aggregate
 - f. Personal Injury with Employment Exclusion deleted:
\$1,000,000 Aggregate
 - g. If the General Liability policy includes a General Aggregate, such Aggregate shall not be less than \$2,000,000. Policy shall be endorsed to have General aggregate apply to this Project only.
- .3 Umbrella Excess Liability
\$10,000,000 Over primary insurance
\$10,000 Retention
- .4 Comprehensive Automobile Liability (owned, non - owned, hired):
- a. Bodily Injury:
\$1,000,000 Per Accident
 - b. Property Damage:
Included Each Occurrence
- .5 Contractor's Pollution Liability
- a. \$2,000,000 Each Occurrence

§ 17.1.3 The Contractor shall require its Subcontractors and Sub-subcontractors to maintain the same types of insurance the Contractor is required to maintain under the Contract Documents in coverage amounts approved by the Owner.

§ Sections 17.1.4 – 17.1.9 intentionally deleted

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self- insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage

Limits

§ 17.2 Owner's Insurance

§ 17.2.1 Owner's Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 17.2.2 Property Insurance

§ 17.2.2.1 (intentionally not used)

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ (Sections 17.2.2.4 – 17.2.2.8 intentionally deleted)

§ 17.2.3 Other Insurance Provided by the Owner

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 the Contractor Shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

§ 17.3.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or

completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law

The Contract shall be governed by the law of the State of Connecticut.

§ 19.3 Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall coordinate the scheduling of such tests, inspections, and approvals with the Architect, Authority Having Jurisdiction and an independent testing laboratory or entity hired by the Owner. The Owner shall bear the cost of all tests and inspections required by the Building Code or the Architect. The Contractor shall bear all related costs of tests, inspections, and approvals required by a product's manufacturer. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures.

§ 19.4 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement and the final completion of the Work:

- .1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
- .2 that it, through its Subcontractors or otherwise, is able to furnish the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder in a timely manner and has sufficient experience and competence to do so;
- .3 the Contractor is authorized to do business in the State of Connecticut and is properly licensed by all necessary governmental authorities having jurisdiction over the Contractor and the Project; and
- .4 the Contractor has visited the site of the Project and become familiar with the Contract

Documents and the visible conditions of the site and knows of no reason why the Work cannot be performed as set forth in the Contract Documents.

§ 19.5 The Contractor agrees to comply with the following provisions:

(A) Compliance with Nondiscrimination and Affirmative Action in accordance with Connecticut General Statutes Section 4a-60.

(1) (a) 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, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. 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, intellectual disability, mental disability or physical disability, including, but not limited to blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (b) 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 the regulations adopted by the commission; (c) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or worker's 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; (d) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (e) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records, and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises and subcontractors and suppliers of materials on such public works project.

(B) Further Agreements re Compliance with Nondiscrimination in accordance with Connecticut General Statutes Section 4a-60a.

(1) The Contractor agrees and warrants that in the performance of the contract, such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; 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; the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to section 46a-56 of the General Statutes; the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56 of the General Statutes.

§ 19.8 The Owner's representative:

(Name, address, email address and other information)

«Anthony L. Lazzaro Jr., Esq. »
«Deputy Director & General Counsel »
«Capital Region Development Authority »

«100 Columbus Boulevard, Suite 500 »
«Hartford, CT 06103 »
«(860) 527-0100 »

§ 19.9 The Contractor's representative:
(Name, address, email address and other information)

« »
« »
« »
« »
« »
« »

§ 19.10 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Termination by the Contractor

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of Work executed exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed and approved by the Architect; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)

§ 20.4 Upon any termination hereunder in a manner that requires payment from the Owner to the Contractor, the Owner shall be credited for (1) payment previously made to the Contractor for the terminated portion of the Work, (2) claims which the Owner has against the Contractor under the Contract, and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that are part of the Scope of Work.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 21.10 Continuing Contract Performance

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.11 Waiver of Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« Michael W. Freimuth » « Executive Director »

(Printed name and title)

CONTRACTOR (Signature)

« » « »

(Printed name and title)