

November 30, 2022

Addendum #7

East Hartford King Court Storm Sewer Improvements

CRDA Project No. 22-009

This addendum dated November 30, 2022, forms a part of the Contract Documents and modifies the original bidding documents. Please acknowledge receipt of this Addendum below and submit with your bid. Failure to do so may subject the submitter to disqualification.

Attached:

- Questions & Answers
- Revised Instruction to Bidders dated 11.30.22– new changes are highlighted in yellow
- Draft Contract

End of Addendum #7

Submitter:

Signature:

November 30, 2022

Re: **King Court Storm Sewer Improvements**
East Hartford, Connecticut

The following questions and inquiries are submitted for clarification as they relate to the above referenced project:

1. Item 5 of Attachment 1 – “List of Required Bid Forms” calls for the bidder to include a “Surety Letter” with their bid. Is there a specific “Surety Letter” form that is to be utilized? If so, where can this form be found in the Bid Documents?

Provide a letter from the bidder’s bonding company in compliance with Attachment 1 Item 5. A specific form is not required.

2. The “Typical Storm Trench” detail shown on Plan Sheet CD-2 calls for the trench to be backfilled with “suitable backfill material”. In the last paragraph under Section VI of the Geotechnical Report it states that “soils suspected of being a suitable ... pipe trench backfill, should be separated and tested to confirm their suitability”. Most of the pipe to be installed on this project falls within the limits of the existing roadway pavement. As such, the trenches will need to be backfilled as the pipe is installed. Given this necessity, there will not be time to stockpile and test the excavated material for suitability as trench backfill. Should bidders on this project base their bids on using excavated material for trench backfill or should bids be based on haul-off and disposal of all excavated trench material and importing suitable backfill material?

A. Reuse of excavated trench soil for backfill

- a. The bidder shall assume that the excavated native soil (sand) is suitable for re-use as trench backfill between the top of the granular fill layer in accordance with the Typical Storm Trench detail on sheet CD-2 to the bottom of the processed aggregate base under the paving in accordance with the Temporary Trench Pavement Repair and the Permanent Pavement Repair details on Sheet CD-3 or under the bottom of the top-soil layer in seeded areas.
- b. The bidder shall also assume that the excavated native soil (sand) is suitable for re-use as trench backfill between the top of the 24” sand layer shown on the Sewer Trench (sanitary) detail located on Sheet CD-3 to the bottom of the processed aggregate base under the paving in accordance with the Temporary Trench Pavement Repair and the Permanent Pavement Repair details on Sheet CD-3.
- c. The bidder shall assume that the excavated native soil (sand) is suitable for backfill of all structures between the top of the stone base and the bottom of the processed aggregate base under the paving or below the bottom of the topsoil layer in seeded areas.

- B. The base bid shall include loading and off-site disposal of all excess excavated soils including soil that is not suitable for reuse as trench backfill (clay) (Bid Item 10).

3. The specifications call for the temporary stockpiling and testing of potentially impacted soil for classification prior to disposal. There is a note on Plan Sheet CD-1 which states that “contaminated and PCB contaminated soil shall not be stockpiled on site”. A dedicated soil stockpile area must be provided by the Owner. Where is the temporary stockpile area located?

As discussed in the Mandatory Pre-Bid Meeting, CRDA will work with the successful bidder, Goodwin and DOT to find potential locations adjacent to the site. See attached image of potential locations that have been discussed.

4. If potentially impacted soil that has been stockpiled is determined to be clean, how will the contractor be paid to load, transport and dispose of the stockpiled soil?

The contractor shall be paid to stockpile the suspected impacted soil in accordance with the Unit Cost of Alternate Bid Item #3a. If the soil is determined to be not impacted, the cost of loading and disposal will be paid under the Unit Cost of Alternate Bid Item #3e.

5. If potentially impacted soil is found to be contaminated and subsequently determined to be unsuitable for use as trench backfill material, how will the contractor be compensated to supply suitable backfill material to replace the contaminated soil?

The contractor shall be paid for delivered replacement soil in accordance with the Unit Costs of Bid Items 17a, 17b and 17c.

6. The “Permanent Pavement Repair” detail on Plan Sheet CD-3 calls for the contractor to install a 1-1/2” Class 1 bituminous binder course and a 1-1/2” Class 2 bituminous finish course or replace in kind if greater. The boring data provided indicates that the thickness of the pavement varies from 0.3 feet to 0.4 feet. To ensure that all bids submitted are based on the same information please specify what the thickness of the bituminous binder course for specific project should be.

As indicated on RP-1, the design intent is for the contractor to cut a trench, repair the trench, then mill the street 1.5” and pave 1.5”. The permanent trench repair detail shows the minimum bituminous asphalt section within the trench required to satisfy the design.

7. Note 5 on Plan Sheet PP-5 states that “Proposed Storm Sewer Structures (Pipe, Manholes, Catch Basins) Shall Be Made Watertight”. Is parging of the structures sufficient to satisfy this requirement or are elastomeric seals (boots) required at all structures?

Elastomeric seals are required at all structures.

8. Are trap hoods required in all catch basins or only in catch basins where noted on the drawings?

All existing and proposed catch basins modified by this project shall have hoods installed at the outlet of the catch basin (6 hoods).

9. Will the CNG provide the necessary services to determine that the existing gas main to be removed is safe to cut?

Please refer to section 3.17 of project specification 312316 Excavation regarding contact information for the representative of CNG regarding abandoning gas mains.

10. Will CNG determine if liquid (PCB containing or otherwise) is present in the existing gas main piping to be removed prior to the start of work on this project by the contractor?

Please refer to section 3.17(G) of project specification 312316 Excavation regarding water handling from CNG gas pipes 4” in diameter or less when abandoning gas mains.

11. Reference is made to Note 7 on Plan Sheet DP-1 which states that “a Drainage Connection Concurrence Agreement (DCC) must be filed at the Town of East Hartford Land Records by the contractor at no cost to the State, Town of East Hartford, Owner and Engineer”. Based on the “Drainage Connection Concurrence” document contained in Attachment 8 of the Bid Documents it appears that this agreement is between the State of Connecticut Department of Transportation (CTDOT) and the Town of East Hartford. It would seem that the DCC agreement between the CT DOT and the Town of East Hartford should be obtained by the Town of East Hartford, as Owner and party responsible for the completed work, will be the one to apply for the Permit Bond. Please clarify why the responsibility for this is being placed on the contractor.

The selected contractor will be responsible for procuring a Surety Bond, as described in the CT DOT Drainage Connection Concurrence Agreement and for ensuring that the application forms are signed by the Town of East Hartford and recorded at the Town of East Hartford.

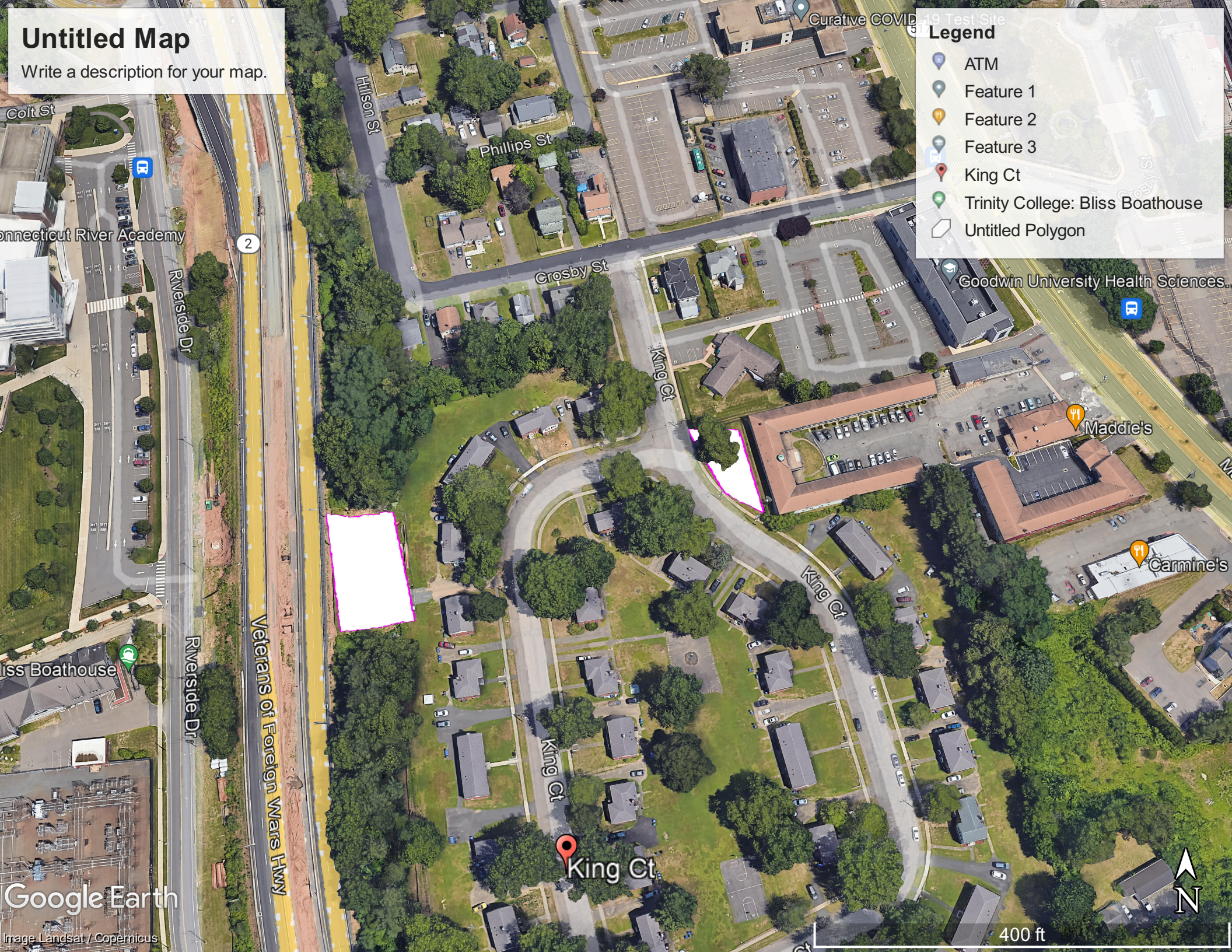
Untitled Map

Write a description for your map.

Curative COVID-19 Test Site

Legend

- ATM
- Feature 1
- Feature 2
- Feature 3
- King Ct
- Trinity College: Bliss Boathouse
- Untitled Polygon



Colt St
Connecticut River Academy

2

Riverside Dr

Riverside Dr

Veterans of Foreign Wars Hwy

Hillson St

Phillips St

Crosby St

King Ct

King Ct

King Ct

King Ct

Goodwin University Health Sciences

Maddie's

Carmine's

Bliss Boathouse

Google Earth

Image Landsat / Copernicus

400 ft



Instructions to Bidders

**Project: East Hartford King Court Storm Sewer Improvements
CRDA Project # 22-009**

Location King Court and Crosby Street in East Hartford, Connecticut

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LEGAL NOTICE – INVITATION TO BID**King Court Storm Sewer Improvements
CRDA Project # 22-009
East Hartford, CT**

The Capital Region Development Authority is undertaking construction of the King Court Storm Sewer Improvements in East Hartford, CT on behalf of the Town of East Hartford. CRDA intends to enter into a contract with a qualified site contractor to provide pre-construction, construction and post-construction services for this project.

Sealed bids for the above project must be received by the Capital Region Development Authority (CRDA), 100 Columbus Boulevard, Suite 500, Hartford CT 06103 (Attention: Erica Levis), by **1:00 PM on December 15, 2022**, after which time they will be publicly opened and read in a location to be determined at 100 Columbus Boulevard.

The King Court Storm Sewer project is located on King Court and Crosby Streets in East Hartford, CT.

The King Court Storm Sewer project consists of: (1) soil sediment and erosion control, (2) removal of the existing 10" & 12" CIP Storm Drainage including manholes and catch basins owned by the Town of East Hartford, (3) installation of new 24" and 36" RCP including manholes, catch basins, and tie-in to a DOT catch basin, (4) relocation of 28' of 8" PVC Sanitary Sewer and two manholes owned by MDC, (5) protection of adjacent utilities, (6) demolition of paving, sidewalk, and turf, (7) installation of temporary paving patches, (8) installation of permanent paving patches, (9) milling and new overlay paving of the road, paving of driveway aprons, installation of curbs, and line painting, (10) replacement of a small section of sidewalk and (11) restoration of turf. The depth of excavation is approximately 11' to 15'.

Plans, specifications and documents for the project are available for viewing and downloading on the State Contracting Portal at [CTsource](#) and the CRDA website, and may be examined at the Capital Region Development Authority, 100 Columbus Boulevard Suite 500, Hartford CT (contact Erica Levis at elevis@crda.net).

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

Bidders are advised that prevailing wages are required on this project.

A mandatory pre-bid walk through of the project site will be held starting at the corner of King Court and Crosby Streets, East Hartford, CT at **10:00 AM on November 14, 2022 or November 17, 2022 at 9:00am (Bidders are only required to attend one)**.

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: **East Hartford King Court Storm Sewer Improvements
CRDA Project # 22-009**

King Court and Crosby Street in East Hartford, Connecticut

1.2 BID DUE DATE: **December 15, 2022**

TIME: 1:00 PM

1.3 PROJECT DESCRIPTION

The King Court Storm Sewer project is located on King Court and Crosby Streets in East Hartford, CT.

The King Court Storm Sewer project consists of: (1) soil sediment and erosion control, (2) removal of the existing 10" & 12" CIP Storm Drainage including manholes and catch basins owned by the Town of East Hartford, (3) installation of new 24" and 36" RCP including manholes, catch basins, and tie-in to the existing DOT catch basin, (4) relocation of 28' of 8" PVC Sanitary Sewer and two manholes owned by MDC, (5) protection of adjacent utilities, (6) demolition of paving, sidewalk and turf, (7) installation of temporary paving patches as project progresses, (8) installation of permanent paving patches, (9) milling of existing pavement, new overlay paving of the road, paving of driveway aprons, installation of curbs, and line painting, (10) replacement of a small section of sidewalk and (11) restoration of turf. The depth of excavation is approximately 11' to 15'.

PART 2 – PROJECT SCOPE OF WORK & SCHEDULE

2.1 Scope – This project includes, but is not limited to, all work required or inferred to complete the demolition of existing, and installation of new drainage systems including all required finishes and all other work shown on the King Court Storm Sewer Improvements Design Drawings, the Division 1 General Requirements, the Project Manual and this Instruction to Bidders and its attachments. Following is a summary description of the scope of work:

- A. Provide General Requirements including Administrative, Quality Control, Temporary Facilities and Controls, Product Requirements, and Close-Out as detailed in the Division 01 Specifications and including the following:
 - a. Procuring all necessary roadway work and road closure permits necessary for construction including an excavation permit from East Hartford, MDC permit for work on the MDC sanitary sewer, an encroachment permit from DOT District 1 for work within the DOT ROW and a Connecticut Department of Energy and Environmental Protection (DEEP) General Permit for the Discharge of Groundwater Remediation Wastewater (General Permit) if required. A Waiver of Claim must be filed on the land records.
 - b. Coordinate and schedule all required inspections; including, but not limited to, Town of East Hartford, MDC, Connecticut Natural Gas and DOT.

- c. Provide an off-site laydown area if required to support the project.

It may be possible for the contractor to obtain permission from the Town of East Hartford and DOT to utilize the area located between and behind 71 and 73 King Court for staging and laydown.

It may also be possible to obtain permission from Goodwin College to use an area on their property.

If permission is granted to use one of these areas, the contractor shall be responsible to provide and maintain construction fencing and gates to secure the site and for its restoration to its original condition including removal of fencing, paving repairs, topsoil, fine grade seed and mulch.

Additional information will be provided via addendum to this ITB.
 - d. Provide traffic control as required.
 - e. Provide temporary signage, barricades and fencing as required to maintain a safe and secure site. All open excavations must be protected with hard fencing. **An OSHA compliant Site-Specific Safety Plan must be submitted prior to the start of construction.**
 - f. Coordinate construction operations included in various Sections of the Project Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
 - g. Maintain access to the residential buildings.
 - h. Provide field engineering including survey for stake out. Owner will provide two (2) control points for the King Court Storm Sewer project. Provide other engineering as required in the project specifications.
 - i. Provide and maintain the Project Sign.
 - j. Provide as-built drawings
- B. Provide Site Clearing, Traffic Control, Erosion and Sedimentation Control, Excavation, Transportation and Disposal of Soil, Geotextiles, Shoring including design, and Dewatering and all other work in accordance with the Division 31 Specifications and the following:
- a. Site Demolition – Remove and properly dispose of debris from project site, including saw cutting, and demolition of paving, sidewalk and miscellaneous structures. Abandon and remove existing utilities as shown on the Construction Documents including storm drainage and abandoned gas piping.
 - b. Provide dust control and street sweeping as needed on a daily basis.
- C. Provide Installation of Site Utilities including Gravity Storm Sewer Pipe and Fittings, Manholes and Catch Bains, and replacement of a short section of MDC Sanitary and Two Manholes in accordance with the Division 33 Specifications.
- a. Provide a Unit Cost for excavation, relocation, stockpile and protection of potentially impacted soil for testing. The Contract includes an Allowance for this Item.
 - b. Provide Alternate Add Unit Costs for disposal of Regulated Soil, Polluted Soil and Contaminated Soil.
 - c. Provide an Alternate for design, procurement and installation of equipment required for disposal of contaminated groundwater into the sanitary system (31 43 00). The contractor shall obtain

permission from MDC. Include a Unit Cost for processing and disposal of contaminated groundwater into the MDC sanitary sewer. .

- D. Provide Asphalt Paving, Concrete Paving, Curbs and Gutters, Pavement Markings, Turf and Grasses in accordance with the Division 32 Specifications including the following:
- a. Asphalt Material Adjustment:

Asphalt Material Escalation Adjustment (AMEA): The Contractor shall be entitled to an escalation adjustment to the cost of asphalt material for road paving performed after the Bid Due Date (BDD) pursuant to Section 1.2 above. The AMEA will be based on the difference between the BDD English Average Price for PG64-22 New Haven (Base EAP) posted on the Connecticut DOT Website and the current English Average Price for PG64-22 New Haven (Current EAP) as of the date asphalt paving is performed. The quantity of asphalt material delivered and installed (Quantity Installed) used in the calculation of the AMEA shall be verified by delivery tickets from the asphalt supplier. The total amount of the AMEA shall be calculated as follows:

$$\text{Current EAP} - \text{Base EAP} \times \text{Quantity Installed} = \text{AMEA}$$

A Contract Change Order shall be issued to document and add the AMEA to the Contract Sum. The English Average Price for PG64-22 New Haven can be found at:

<https://portal.ct.gov/DOT/Office-of-Construction/Material-Price-Adjustments>

Basis of Payment for Asphalt Material: The "Asphalt Adjustment Cost" will be calculated using the formula indicated above. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.

The sum of money shown for asphalt work on the Bid Form for this item will be considered the bid price although payment will be made as described above. The amount shown on the Bid Form is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be disregarded, and the original cost figure will be used to determine the amount of the bid for the Contract.

2.2 Project Schedule –

- A. To be determined following notice of Contract Award to the successful bidder.
- B. Complete all Work **before the asphalt plants close for the season or 11/23/23, whichever comes first.**
- C. Winter work is at the Contractor's option provided that the Contractor agrees to not charge extra for winter conditions and the Town agrees to accept temporary patches suitable for snow plowing.
- D. Prepare a detailed critical path schedule and submit to the Owner for approval within fourteen (14) calendar days of Contract Award.

PART 3 – GENERAL INFORMATION

3.1 Definitions

- A. Addenda = 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. Engineer (designer) = Zuvic Infrastructure Solutions, 40 Cold Spring Road Rocky Hill, CT 06067
- C. Base Bid = total sum for which the Bidder offers to perform the Work described in the Bidding Documents.
- D. Base Contract = Scope of Work for all work identified on in the Contract Documents.
- E. Bid = complete and properly signed proposal to do the Work for the sums stipulated therein. A bid is considered complete if it is submitted according to the terms of the Bidding Documents.
- F. Bidder = 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 (including Addendum Acknowledgement and Subcontractor List)
 - 4. All Bid Documents and forms Listed in Attachment 1.
 - 4. Draft Contract attached hereto as Attachment 3.
 - 5. Requirements of Schedule B, Vendor Terms and Conditions.
 - 5. The Project Specifications dated February 2022 attached hereto as Attachments 6 & 7.
 - 6. The plans titled King Court Storm Sewer Improvements project Plans dated February 2022 attached hereto as Attachment 5
- H. Contract Sum equal to the Base Bid. 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 Zuvic Infrastructure Solutions: King Court Storm Sewer Improvements dated February 2022 attached hereto as Attachment 5.
 - 4. Project Specifications by Zuvic Infrastructure Solutions dated February 2022 attached hereto as Attachments 6 & 7.
 - 5. Addenda issued prior to execution of the Contract.
- J. Contractor as used in the ITB = the Successful Bidder.
- K. Invitation to Bid = The Invitation to Bid (abbreviated ITB) shall include the Legal Notice, Instruction to Bidders, Bid Form, Project Drawings and Project Manuals (Specifications) by Zuvic Infrastructure Solutions, Addenda issued prior to the Bid Due Date and all related Exhibits, Attachments and other documents commonly referred to collectively as the Bid Documents.
- L. Limits of Construction = is the area in which the Work of this Contract will be performed as shown on the King Court Storm Sewer Improvements plans.
- M. Owner = The owner of the King Court and Crosby Street storm drainage infrastructure is the Town of East Hartford. The project is funded by the State of Connecticut and the Town of East Hartford. Funds will be administered by the Capital Region Development Authority (CRDA), 100 Columbus Boulevard, Suite 500, Harford, CT 06103-2819, Phone: (860) 527-0100. CRDA will hold the

construction contract and oversee Construction on behalf of the Town of East Hartford. Where “Owner” appears in the Invitation to Bid and contract documents, it shall generally refer to CRDA, but when referencing meetings and inspections, may also include representatives of the Town of East Hartford.

- N. CRDA Designated Representative for Bid Administration = Erica Levis, elevis@crdact.net
- O. Project = East Hartford King Court Storm Sewer Improvements, CRDA Project # 22-009.
- P. 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.
- Q. 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, and for other portions of the Project, if any, being bid concurrently or presently under construction.
 - 3. The Bidder and appropriate Sub-bidders have visited the site, have become familiar with local conditions under which the Work is to be performed, site conditions, logistics and have correlated the Bidder's personal observations with the requirements of the Bidding Documents.
 - 4. The submission of a bid or proposal by a contractor for the whole or any part of the work contained in the specifications shall constitute an acceptance by such contractor of the terms and conditions of all duly promulgated ordinances and regulations of the Location (Town or City) that the Work is being performed at to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.
 - 5. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception or qualification.
 - 6. The Bidder has not colluded with any other person in regard to any Bid or sub-bid submitted.

3.3 Bidding Documents

- A. Documents are available only in complete sets
 - 2. Bidders shall use complete sets of Bidding Documents in preparing Bids. The Owner and Architect/Engineer 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 [CTsource](#) as well as the CRDA website, [RFP's - Capital Region Development Authority \(crdact.net\)](#)
 - 5. Drawings, specifications and related bid documents may be examined at the Capital Region Development Authority, 100 Columbus Boulevard Suite 500, Hartford CT (Connecticut

Convention Center 5th floor) contact Erica Levis at elevis@crdact.net

3.4 Interpretation or Correction of Bidding Documents

- A. Bidders shall thoroughly examine and be familiar with the drawings and the specifications. The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to his bid.
- B. Bidders shall carefully examine the contents of this Invitation to Bid (ITB) and related documents. Any ambiguities or inconsistencies shall be brought to the attention of CRDA in writing by 3:00 p.m. on **December 2, 2022**. 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. on **December 2, 2022**. Clarification or Questions can be emailed to Erica Levis at elevis@crdact.net. Bidders are encouraged to submit questions or requests for clarification as soon as possible.
- 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 Engineer 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 Engineer's decision of approval or disapproval of a proposed substitution shall be final.
- C. If the Engineer approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents.

3.6 Addenda

- A. Addenda will be delivered promptly by the issuing office to all Bidders via State portal or 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 bonds shall be rated A minus or better by A.M. Best. The CRDA is to be listed as the bond obligee.
2. If the Work is to be commenced prior to the execution of the contract, in response to a letter of intent or a limited notice to proceed, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to CRDA that such bonds will be furnished and delivered in accordance with this Subparagraph.
 - a. It is preferred that the bonds be written on the AIA 312 forms. Both bonds shall be written in the amount of the Contract Sum.
 - b. The bonds shall be dated on the date of the Contract.
 - c. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

- B. The Bidder shall furnish with their Bid, evidence of its ability to obtain satisfactory Performance and Labor and Materials Payment Bonds in the full amount of the Contract Sum.

- C. Payment and performance bonds will be required from all subcontractors, except that in accordance with Connecticut General Statutes Sections 49-41, et. seq., the following restrictions apply:

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

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

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

- C. 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 provide Insurance Liability Coverage as indicated in Schedule B Section 8 and Pollution Liability Coverage.
- B. The Successful Bidder shall submit a Certificate of Insurance as required in Schedule B Section 8 prior to the start of any Work on site. The Successful Bidder shall also submit a COI for each of its subcontractors and vendors prior to the start of their work on site.
- 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 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 RFP Package at the link provided in the Attachment 4.
- 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.
- 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 be responsible to manage all processes related to the prevailing wage requirements.

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 \$2,000,000 for a single project. All prime bidders must be pre-qualified for Sitework. 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". **If a joint venture, all joint venture partners shall be so licensed, registered or certified.**

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 [Connecticut Department of Administrative Services](http://www.ct.gov/das)

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 the bidder 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.
 - 1. Campaign Contribution Certificate (Form.
- 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 <https://portal.ct.gov/OPM/Fin-PSA/Forms/Ethics-Forms>.
- 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. 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.
- D. Parking: Contractor must limit on-street parking to one vehicle.
- E. Field Office: not required for this project.
- F. 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.
- G. Snow and Ice Removal: Snow and ice removal shall be performed by Contractor as required to support their work.
- H. 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.

PART 6 – BID PROCEDURES AND SUBMISSION REQUIREMENTS

6.1 TIMELINE

Documents Available	11/03/22
Mandatory Pre-Bid Walk Through	11/14/22 & 11/17/22 at 9:00am (attendance required at one)
Last Day for Questions	12/02/22 (3:00 PM)
Last Addendum	12/08/22
Bids Due	12/15/22 (1:00 PM)
Scope Reviews	12/22/22 (TBD)
Contract Award	TBD
Start Construction	April

6.2 Pre-Bid Conference

A mandatory pre-bid walk through will be held at the site, at **10:00 AM on November 14 & 17, 2022**. Meet at the corner of King Court and Crosby Streets, East Hartford, CT.

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 **3:00 on November 23, 2022**. Answers will be provided via addenda issued to all registered bidders and posted on the State Contracting Portal.

6.4 Preparation and Submission of Bid

- A. The form and style of Bids shall conform to the Bid Form included in this Instruction to Bidders.
1. Bids shall be submitted on forms identical to the form supplied with the Bidding Documents. Any modifications, revisions, deletions, etc. to the Bid Forms except where information is requested of the Bidder may be grounds for rejection of the Bid.
 2. Provide all requested information and completely fill in all blanks on the bid form. Use typewriter or ink.
 3. Interlineations, alterations and erasures must be clearly legible and initialed by the signer of the Bid.
 4. On each copy of the Bid, include the legal name of the Bidder and a statement that defines the circumstance of ownership and control. The name of each person signing the proposal shall be typed or printed below the signature. When the proposal is signed by an agent of the Bidder, include evidence of current power of attorney. In every case, the proposal shall show the present business address of the Bidder, at which address communications will be received and service of notices accepted.
 - a. If the Bidder is a corporation, the proposal shall be signed in the name of the corporation and sealed by a duly authorized officer of the corporation.
 - b. If the Bidder is a partnership, the proposal shall be signed in the name or title under which the organization is doing business by an officer whose official capacity shall be designated.
 - c. If the Bidder is an individual, that individual shall sign the proposal in person, stating the name or title, if any, under which that individual is doing business.

B. Bid Submission:

1. One (1) original and two (2) copies of the Bid and other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled SEALED BID ENCLOSED. An electronic copy shall also be submitted with bid.
2. ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS FOLLOWS:

King Court Storm Sewer Improvements CRDA Project # 22-009

3. Bids may be submitted VIA: U.S. Mail, Overnight Mail or Hand and must be deposited at the designated location prior to the Bid Closing time and date.
4. Bids shall be addressed to:

Capital Region Development Authority (CRDA)
100 Columbus Boulevard, Suite 500
Hartford, CT. 06103-2819

Attn: Erica Levis

If you require assistance in locating CRDA's office call 860-527-0100.

5. Bid Closing Date: Bids will be received at **1:00 PM on December 15, 2022**, at the location indicated above and then opened. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted. Bidders are invited to attend the bid opening.
- C. Bid Package – the Bid Package shall include the Bid Proposal Form and all of the documents listed in Attachment #1, List of Required 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 forty-five (45) 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 45 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 meetings will be held at CRDA Offices at the Connecticut Convention Center, 100 Columbus Boulevard, Hartford, CT. The purpose of these meetings is to review the apparent low bidder's proposals. The apparent low bidders will be notified by CRDA and shall be available to attend these meetings.

6.8 Consideration of Bids

- A. The properly identified Bids received on time at CRDA's office, will be opened publicly.
- B. CRDA reserves the right to do any of the following without liability, including but not limited to:
 - 1. Award in part,
 - 2. To reject any and all bids in whole or in part for misrepresentation or if the bidder is in default of any prior State contract, or if the bid or submission limits or modifies any of the terms and conditions and/or specifications of the bid;
 - 3. Cancel the award or execution of any contract prior to the "Notice to Proceed;"
 - 4. Advertise for new bids.
- C. CRDA also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of CRDA would be served.
- D. CRDA reserves the right to correct inaccurate awards resulting from clerical errors. This may include, in extreme circumstances, revoking the awarding of a contract already made to a bidder and subsequently awarding the contract to another bidder. Such action on the part of CRDA shall not constitute a breach of contract on the part of CRDA since the contract with the initial bidder is deemed to be void ab initio and of no effect as if no contract ever existed between CRDA and the bidder
- E. Every bid which is conditional or obscure, or which contains any addition not called for, may be considered invalid, and CRDA may reject every such bid.
- F. CRDA may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the time designated by CRDA.

6.9 Acceptance of Bid

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

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

DOCUMENT APPENDIX

The following Ethics Forms are available at the website below:

Form 1 – Campaign Contribution Certification

[Ethics Forms \(ct.gov\)](http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_10.pdf) 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>.

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>

CONFLICT OF INTEREST STATUTE

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

ATTACHMENT 1 – LIST OF REQUIRED BID FORMS

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

1. Bid Form (including Addendum Acknowledgement, Subcontractor List and Bid Guarantee)
2. Standard Bid Bond Form
3. Contractors Price Itemization Form **Note: The Contractor's Price Itemization is included in the Bid Form.**
4. DAS Contractor Prequalification Certification and current Update (bid) Statement
5. 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.
6. OPM Ethics Form 1, Campaign Contribution Certification
7. OPM Ethics Form 2, Campaign Contribution Certificate
8. Guide to the Code of Ethics for Current or Potential State Contractors
9. 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.
10. CHRO Bidder Contract Compliance Monitoring Report
11. State Elections Enforcement Commission Form 10
12. Internal Revenue Service Form W-9
13. General Conditions Certification
14. Labor Rates for each Trade Classification that will be used for this project on form attached as Attachment #2
15. 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>
16. **Sample of a Site-Specific Safety Plan from a similar project.**

Please note if a joint venture is in place, both firms must submit items # 4 – 15 listed above

BID FORM

BF/1

KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT

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

Date: _____

Bidder's Name: _____

The undersigned, having inspected the site and familiarized ourselves/myself with the local conditions affecting the cost of the work and the Contract Documents; **King Court Storm Sewer Improvements** dated February 2022, as prepared by **Zuvic Infrastructure Solution** and on file with **Capital Region Development Authority**, hereby propose to provide all labor, materials, tools, equipment, temporary facilities, transportation and other work necessary to complete the King Court Storm Sewer Improvements project as defined in the Bid Documents and the Contract Documents for the Contract Price of:

_____ Dollars

(\$ _____)

This Bid Price shall include all charges such as overhead, profit, insurance, permits, etc.

Submitted herewith is the Bid Price Itemization including an amount for all project components required by the Bid Documents. The sum of all listed components shall equal the Bid Price.

Submitted herewith are all the forms as listed in the Instructions to Bidders, in accordance with these Instructions to Bidders.

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

STANDARD BID BOND FORM

BF/2

KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT

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 **King Court Storm Sewer Improvements, CRDA Project # 22-009**.

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

BF/3

KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT

Bidder's Name: _____

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)

BID FORM

BF/4

KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT

Bidder's Name: _____

CONTRACT PRICE ITEMIZATION

Bid Item 1 – General Requirements	LS	\$ _____
Bid Item 2 – Bond & Insurance	LS	\$ _____
Bid Item 3 – Mobilization/Demobilization	LS	\$ _____
Bid Item 4 – a. Traffic & Detour Signs & Barricades	LS	\$ _____
b. Police Detail if required (Allowance)		\$ <u>25,000</u>
Bid Item 5 – Erosion, Sedimentation and Dust Control	LS	\$ _____
Bid Item 6 – Existing Drainage Demolition & Disposal	LS	\$ _____
Bid Item 7 – Pavement & Sidewalk Demolition & Disposal	LS	\$ _____
Bid Item 8 – Remove & Store Abandoned Gas Pipe	LS	\$ _____
Bid Item 9 – Trenching Excavation & Back-Fill (L & E)	LS	\$ _____
Bid Item 10 – Trenching Material Disposal per Addendum #7	LS	\$ _____
Bid Item 11 – Trenching Dewatering Equipment & Disposal	LS	\$ _____

Storm

Bid Item 12 – New Drainage Installation (L & E)	LS	\$ _____
Bid Item 13 – New Drainage Pipe Material (Storm) – (M)	LS	\$ _____
Bid Item 14A – Manholes & Catch Basins (Storm) – (M)	LS	\$ _____
Bid Item 14B – Stone Bedding and Granular Fill (M for Storm)	LS	\$ _____

BID FORM

BF/5

KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT

Bidder's Name: _____

Sanitary

Bid Item 15 – MDC Sanitary Sewer Installation (L & E) LS \$ _____

Bid Item 16 – MDC Sanitary Sewer Material Including Pipe, Manholes, Stone Bedding, Fabric and 24" Sand (M) LS \$ _____

Bid Item 17 – Replacement Backfill Material Unit Costs (M)

17a – Granular Fill (Storm) \$ _____ Per Ton

17b – Sand (Sanitary) \$ _____ Per Ton

17c – Pervious Structural BF (Sanitary) \$ _____ Per Ton

Bid Item 18 – Processed Aggregate Base under Paving (M) LS \$ _____

Bid Item 19 – Paving - Sub-Base Preparation (L & E) LS \$ _____

Bid Item 20 – Paving - Sub-Base (patching) (L & E) LS \$ _____

Bid Item 21 – Paving – Milling & Disposal LS \$ _____

Bid Item 22 – Paving - Overlay (L & E) LS \$ _____

Bid Item 23 – Paving – Driveway Aprons (L & E) LS \$ _____

Bid Item 24 – Paving – Asphalt Materials (M) * LS \$ _____

Bid Item 25 – Curbing Repairs LS \$ _____

Bid Item 26 – Sidewalk Repairs LS \$ _____

Bid Item 27 – Finish Grading, Topsoil & Turf Establishment LS \$ _____

Bid Item 28 – Pavement Markings and Signage LS \$ _____

Bid Item 29 – Survey & As-Builts LS \$ _____

King Court Storm Sewer project Total (1-29 excluding 17) \$ _____

*See Part 2.1 D f for liquid asphalt adjustment to bituminous concrete bid price.

BID FORM

BF/6

KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT

Bidder's Name: _____

Notes

- 1. LS = Lump Sum
- 2. GAL = Gallon
- 3. L & E = Labor & Equipment
- 4. M = Materials

ALTERNATE BID ITEMS

Alternate #1 – Existing Storm Sewer to be filled with grout. Structures to be removed or replaced as noted on sheets DP-1 and DP-3.

Net Savings LS \$ _____

Alternate #2 Design Procurement, Installation and Disposal of Contaminated Ground Water

Alt #2a – Dewatering System Add LS \$ _____

Alt # 2b – Unit Cost for **Contaminated Water** Disposal Add Gal \$ _____

Alternate #3 – Temporary Stockpile, Transport and Disposal of Impacted Soil

ALT #3a – Unit Cost for Temporary Stockpile & Cover CY \$ _____

ALT #3b – Unit Cost for Transport/Disposal Polluted Soil Ton \$ _____

ALT #3c – Unit Cost for Transport/Disposal Contaminated Soil Ton \$ _____

ALT #3d – Unit Cost for Transport/Disposal Hazardous Soil Ton \$ _____

ALT #3e – Unit Cost for Loading and Disposal of Potentially Impacted Soil Determined to be Clean Ton \$ _____

BID FORM**BF/7****KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT**

Bidder's Name: _____

GENERAL REQUIREMENTS

The bidder shall, before submitting his Proposal, carefully examine the Contract Documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting The Work and the detailed requirements of construction. If his Proposal is accepted, he will be responsible for all errors in his Proposal resulting from his failure or neglect to comply with these instructions or errors in judgment arising from said inspections of the work site and examination of the Contract Documents. The Engineer 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 for 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 and as a basis for computing amounts of bid bonds, payments bonds and performance bonds to be furnished. 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.

BID FORM**BF/8****KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT**

Bidder's Name: _____

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

Contractor shall reference the Instructions to Bidders for applicable requirements.

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.

BID FORM

BF/9

KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT

Bidder’s Name: _____

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda:

ADDENDUM NUMBER	DATE OF ADDENDUM
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BID FORM

BF/10

KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT

Bidder's Name: _____

SUBCONTRACTOR'S LIST (If applicable)

(1) Name _____

Address _____

Work Scope _____

(2) Name _____

Address _____

Work Scope _____

(3) Name _____

Address _____

Work Scope _____

(4) Name _____

Address _____

Work Scope _____

(5) Name _____

Address _____

Work Scope _____

(6) Name _____

Address _____

Work Scope _____

(7) Name _____

Address _____

Work Scope _____

BID FORM

BF/11

KING COURT STORM SEWER IMPROVEMENTS, EAST HARTFORD, CONNECTICUT

Bidder's Name: _____

GENERAL STATEMENT

The information in this Bid is correct to the best information, knowledge, and belief of the undersigned. 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 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.

SIGNATURE OF BIDDER

(Date) _____ day of _____ 20_____

(Firm Name) _____

(Seal)

(Address) _____

(Signature) _____

(Name Typed) _____

(Title) _____

Witness _____ Telephone _____

State of _____, County of _____

On this _____ day of, 20___ before me personally came to me known who did depose and say that he is _____, of _____, the Corporation/Partner/Individual described in and which executed the foregoing instrument and that such instrument is duly submitted on behalf of

Notary Public

Attachment 2 - Labor & Equipment Rates

Project: **King Court Storm Sewer Improvements**

Location: **East Hartford, Connecticut**

Project Number: **CRDA Project # 22-009**

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

SAMPLE CONTRACT

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

To be issued in an Addendum

ATTACHMENT 4

Department of Labor Prevailing Wage Rates

[Prevailing Wage Bid Package \(state.ct.us\)](http://state.ct.us)

SCHEDULE A
PLANS AND SPECIFICATIONS

KING COURT STORM SEWER IMPROVEMENTS

Design Drawings Dated November 2022

	COVER SHEET
GN-1	GENERAL NOTES AND LEGEND
EC-1	EXISTING CONDITIONS PLAN
EC-2	EXISTING CONDITIONS PLAN
EC-3	EXISTING CONDITIONS PLAN
DP-1	DEMOLITION AND EROSION & SEDIMENT PLAN
DP-2	DEMOLITION AND EROSION & SEDIMENT PLAN
DP-3	DEMOLITION AND EROSION & SEDIMENT PLAN
PP-1	PLAN AND PROFILE
PP-2	PLAN AND PROFILE
PP-3	PLAN AND PROFILE
RP-1	RESTORATION PLAN
RP-2	RESTORATION PLAN
RP-3	RESTORATION PLAN
CD-1	DETAILS
CD-2	DETAILS
CD-3	DETAILS
CD-4	DETAILS

Division 1 General Requirements Dated February 2022

01 10 00	Summary
01 20 00	Price and Payment Procedures
01 30 00	Administrative Requirements
01 40 00	Quality Requirements
01 50 00	Temporary Facilities and Controls
01 60 00	Product Requirements
01 70 00	Execution and Closeout Procedures

Standard Project Manual Dated February 2022

Division 31

31 10 00	Site Clearing
31 15 40	Maintenance and Protection of Traffic
31 15 40A	Traffic Control Persons
31 20 05	Erosion and Sedimentation Control
31 23 16	Excavation
31 23 16.10	Handling, Transportation and Disposal of Regulated Soil
31 32 19.16	Geotextiles
31 41 00	Shoring
31 42 00	Dewatering and Drainage
31 43 00	Handling Contaminated Groundwater

Division 32

- 32 12 16 Asphalt Paving
- 32 13 13 Concrete Paving
- 32 16 00 Curbs and Gutters
- 32 17 23 Pavement Markings
- 32 92 00 Turf and Grasses

Division 33

- 33 05 01.12 Gravity Sewer Pipe and Fittings
- 33 05 13 Manholes
- 33 44 13.13 Catch Basins

Appendices

- A. Report on Geotechnical Engineering Investigation
- B. Link to MDC Project Manual

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

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

Section 2 – Laws and Regulations.

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

Section 3 – Indemnity.

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

Section 4 – Quality Surveillance and Examination of Records.

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

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

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

Access to Contract and State Data.

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

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 Agreement or contract;
 - iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
 - v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated, or divorced;
 - viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 - ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons:
 - (1) who are active in the daily affairs of the enterprise,
 - (2) who have the power to direct the management and policies of the enterprise, and
 - (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
 - x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
- (b) (1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious

creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

- (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e and 46a-68f; and
 - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as they relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
 - (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
 - (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this and any amendments thereto.
 - (g)
 - (1) The Contractor agrees and warrants that in the performance of the Agreement such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
 - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which

such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

- (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and
 - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Section 6 – Nondiscrimination Certification.

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, or (B) initialing this nondiscrimination affirmation in the following box:

Section 7 – Freedom of Information Requirements.

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

Section 8 – Insurance.

Contractor agrees to maintain insurance policies protecting its property interests for the Silver Lane Sidewalk Construction Project located in the general area as defined in Section in 2.1.B.d of the Instruction to Bidders covering the following risks in the following minimum amounts and named additional insureds:

- (a) Workers’ Compensation - Contractor shall secure and deliver to CRDA evidence of workers’ compensation (including occupational disease hazards) and Employer’s Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor’s excess/umbrella coverage, the Employer’s Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.
- (b) Commercial General Liability - Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a

commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Contractor's activities and loss and damage to the Stadium and other facilities at the Stadium site occurring in connection with Contractor's activities, in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance (following form) for the commercial general liability and employers' liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars (\$10,000,000) in the aggregate.

- (d) Evidence of Insurance - Contractor shall provide to CRDA, 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 may reasonably require, with Contractor as the named insured and with CRDA, the Town of East Hartford and the CT Department of Transportation (DOT) as additional insureds. The policies for said coverages shall contain a provision covering Contractor's indemnification liabilities to CRDA, the Town of East Hartford and CT DOT (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.
- (e) Other Insurance Requirements -
- (i) All insurance required to be maintained under this Agreement must be placed with insurance companies reasonably licensed to do business in the state of Connecticut with the financial rating of at least A-(VIII) or better by the latest edition of A.M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement, therefore. All insurance required hereunder shall be written on an "occurrence" (as opposed to "claims made") basis.
 - (ii) A certificate of insurance (evidencing renewal or replacement of coverage) shall be delivered to CRDA at least thirty (30) days before a policy's expiration date except for any policy expiring on the termination date of this Agreement or thereafter.
 - (iii) All insurance procured by Contractor in accordance with the requirements of this Agreement shall be primary over any insurance carried by CRDA, shall not require contribution by CRDA and shall provide that the insurer shall have no right of recovery or subrogation against CRDA.

Section 9 – Confidentiality.

Contractor and CRDA each agree that neither will, at any time during or after the term of this Agreement, disclose or disseminate to any other person or entity, or use except as permitted by this Agreement, any information regarding the business, financial results, data, or marketing and business plans obtained during the course of performance under this Agreement (the "Confidential Information"). Each party will use its best efforts to ensure that any Confidential Information obtained from the other party will be disclosed only to the receiving party's employees and agents and only on a "need-to-know" basis, and that such employees and agents will be bound by an obligation to maintain the confidentiality of the Confidential Information similar to the obligations of CRDA and Contractor under this Section. Nothing contained herein will be construed to restrict or impair in any way the right of the parties to disclose or communicate any information which

- (i) is at the time of its disclosure hereunder generally available to the public;
- (ii) becomes generally available to the public through no fault of the receiving party;
- (iii) is, prior to its initial disclosure hereunder, in the possession of the receiving party as evidenced in a documentary form;
- (iv) is independently developed by a party without use of or reference to any of the other party's Confidential Information;
- (v) is acquired by the receiving party from any third party having a right to disclose it to the receiving party;

- (vi) is necessary for the receiving party to disclose in connection with a merger or acquisition or proposed merger or acquisition, or the like, provided the party to whom such disclosure is being made executes a confidentiality agreement in a form reasonably satisfactory to the party whose Confidential Information is being disclosed; or
- (vii) is necessary to be shared with CRDA.

Section 10 – Publicity.

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

Section 11 – Severability.

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

Section 12 – Precedence.

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

Section 13 – Summary of Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes

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

Section 14 – Large State Contract Representation for Contractor.

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

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

Section 15 – Large State Contract Representation for Official or Employee of State Agency.

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

Section 16 – Executive Orders.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services. If Executive Order 14 is applicable, it is deemed to be incorporated into and made a part of the Agreement as if it had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

Section 17 – Executive Orders For IT Contracts.

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and Executive Order No. 61 of Governor Dannel P. Malloy, promulgated December 13, 2017, concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of permit and Management, Policy ID IT-SDLC-17-04. If Executive Orders 14 or 61 are applicable, they are deemed to be incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the

Contractor.

Section 18 – Iran Energy Investment Certification.

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section shall not be subject to the penalties of false statement pursuant to section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

Section 19 – Campaign Contribution Restriction.

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

Section 20 – Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of

- (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State,
- (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or
- (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes

DRAFT AIA® Document A104™ - 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(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 »
« Note: The owner of the Crosby St. and King Court storm drainage infrastructure is the Town of East Hartford. Construction of a portion of this project occurs on land owned by Goodwin College and the State of Connecticut. The project is funded by the Town of East Hartford and the State of Connecticut. Funds will be administered by the Capital Region Development Authority (CRDA). CRDA will hold the construction contract and oversee Construction. Where “Owner” appears in the RFP and contract documents, it shall generally refer to CRDA, but when referencing meetings and inspections, may also include representatives of the Town of East Hartford and Goodwin College. With respect to warranties, Owner shall be the Town of East Hartford. »

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

« »
« »
« »
« »

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

« East Hartford King Court Storm Sewer Improvements »
« King Court and Crosby Streets in East Hartford, Connecticut »
« CRDA Project # 22-009 »

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

« Use of “Architect” or “Engineer” in the Contract Documents shall mean: »
« Zuvic Infrastructure Solutions »
« 40 Cold Spring Road »
« 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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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:

§ 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

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

§ 3.2 The 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)

Labor rates as shown on Attachment 4, Labor Rates

§ 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.)

« Not Applicable »

§ 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 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 Percent (5%) shall be withheld from all payments due from the Owner to the Contractor hereunder. The Contractor shall not withhold greater than Five Percent (5%) retainage from payments to Subcontractors. Thirty (30) days following acceptance of Work completed pursuant to Section 15.7, the Owner will release retainage held for completed Work. »

§ 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 of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract 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 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .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 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 At the Owner's request, the Contractor shall also furnish to the Owner and the Architect prior to final payment such information as required by the Architect to produce in a format acceptable to the Owner a complete record set of drawing and specifications depicting the completed Project.

§ 4.3 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make payment to the Contractor hereunder to the extent any one or more of the following conditions exist:

- .1 The Contractor is in default of any of its obligations hereunder or otherwise is in default under any of the Contract Documents;
- .2 Any part of such payment is attributable to Work which is defective or not performed in accordance with the Contract Documents; provided, however, such payment shall be made as to the part thereof attributable to the Work which is performed in accordance with the Contract Documents and is not otherwise defective; or
- .3 The Contractor has failed to make payments properly to the Contractor's Subcontractors or for material or labor used in the Work for which the Owner has made payment to the Contractor.

§ 4.4 The Contractor shall use the sums advanced to it solely for the purpose of performance of the Work and the construction, furnishing, and equipping of the improvements in accordance with the Contract Documents.

§ 4.5 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed release and waiver of claims/mechanics liens from the Contractor and each Subcontractor and material or equipment supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor.

« »

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, as modified.

§ 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

§ 6.1.4 The Specifications:
(*Either list the Specifications here or refer to an exhibit attached to this Agreement.*)

« Specifications attached hereto as part of 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.*)

« Plans attached hereto as part of 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. Portions of the Addenda including in the Bid Documents that relate to the Project Scope of Work are included in the Contract Documents and are attached here to as Attachment 4.

§ 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.)

Attachment 1	Instructions to Bidders
Attachment 2	Contractor's Bid Form Submission
Attachment 3	Required State Forms
Attachment 4a	Labor Rates (for change order work)
Attachment 4b	Equipment Rates (for change order work)
Attachment 5a	Addendum #
Schedule A	Plans and Specifications
Schedule B	Standard Vendor Terms and Conditions

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. If the Contractor discovers any inconsistency within, between or among parts of the Contract Documents or between the Contract Documents and applicable standards, codes or ordinances, the Contractor shall give notice to the Owner and the Architect of such inconsistency and shall, unless otherwise ordered in writing by the Architect or the Owner, provide work or materials of the better quality, greater quantity, or that otherwise comply with applicable standards, codes and ordinances.

§ 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

§ 7.3.1 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.

§ 7.3.1.1 Where no explicit quality or standards for materials or workmanship are established for any portion of the Work, the Contractor shall perform such Work in a good and workman like manner and in a manner of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 7.3.1.2 All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 7.3.2 CONTRACTOR'S STANDARD OF CARE

§ 7.3.2.1 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good and workmanlike manner (i) consistent with the Contract Documents; (ii) consistent with the instructions, guidance and direction of the Owner and Architect; (iii) consistent with the prevailing applicable professional and industry standards; (iv) consistent with sound practices; (v) as expeditiously as is consistent with such professional skill and care and the orderly progress of the Work and with the Contract Documents and the instructions, guidance and direction of the Owner and Architect; and (vi) in a manner that will not exceed the Contract Sum as it may be adjusted in accordance with the Contract Documents (the standards of this Section 7.3.2.1 shall be referred to herein as the "Contractor's Standard of Care").

The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation, recognition attributed to the Contractor ("constructive knowledge"). Such constructive knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation, and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 7.3.2.2 The Contractor shall be responsible for the performance of the Work in accordance with all statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work and the Conditions (as defined hereinafter). The Contractor shall obtain and post all necessary permits at the Project site. A small section of the work is located at the east end of Station 1+00 to 1+50 on land owned by the State, Contractor shall be responsible for securing an encroachment permit from the State Department of Transportation. The term "Conditions" shall mean and include all applicable laws, rules, regulations, ordinances, codes, orders, guidelines, standards, and conditions of funding imposed on the Work and/or Project by the Agencies, as defined hereinafter. Any reference in the Contract Documents to "applicable law" or "applicable laws" shall include all of the Conditions.

§ 7.3.2.3 The "Agencies" are the governmental authorities having regulatory or administrative jurisdiction over the Work and/or the Project and all representatives or designees of such governmental authorities.

§ 7.3.2.4 Notwithstanding anything to the contrary in this Agreement, the Contractor shall attend such meetings and site-visits, and make such submissions, as are necessary to comply with applicable law.

§ 7.3.2.5 Any information obtained by the Contractor from the Owner or Architect may not be used, published, distributed, sold, or divulged by the Contractor, Subcontractors or Sub-subcontractors (as defined in Section 11.1 hereafter) for such party's own purposes or for the benefit of any person, firm, corporation or other entity other than the Owner, without the prior written consent of the Owner. Any information obtained by the Contractor, Subcontractors or Sub-subcontractors that is designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any other parties without the prior written consent of the Owner.

§ 7.3.2.6 Pursuant to the requirements of CGS §4a-60:

(a)(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, 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 such Contractor that such disability prevents performance of the work involved;

(2) The Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission on Human Rights and Opportunities;

(3) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission 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;

(4) The Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 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 section 46a-56.

(b) 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 project.

(c) The Contractor shall include the provisions of subsections (a) and (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 on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission 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.

§ 7.3.2.7 Pursuant to the requirements of CGS §4a-60a:

(a)(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation;

(2) The Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) The Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and

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

(b) The Contractor shall include the provisions of subsection (a) 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 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 on Human Rights and Opportunities. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission 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.

§ 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, except as may otherwise be set forth in the agreement between the Owner and the Architect. 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

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 omitted).

§ 8.1.2 The Owner shall furnish all necessary surveys and information as required by the Contract Documents.

§ 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 written 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 and the reasonable cost thereof, including, without limitation, the Owner's expenses and compensation for the Architect's additional services made necessary thereby, from payment then or thereafter due Contractor.

§ 8.4 ADDITIONAL RIGHTS

§ 8.4.1 The rights stated in this Article 8 shall be in addition to and not in limitation of any other rights of the Owner provided in the Contract Documents, or as may be available to the Owner at law or in equity.

§ 8.4.2 Any data provided by the Owner to the Contractor concerning the physical characteristics or measurements of the components that comprise the Project site; access to the Project site or staging and storing at the Project site; present obstructions and conditions of structures on or near the Project site; locations and depths of sewers, conduits, pipes, and gas lines on or near the Project site; positions of sidewalks, curbs and pavements on or near the Project site and other data concerning the conditions of the Project site and its surroundings, have been obtained from sources the Owner believes to be reliable. Accuracy of such data, however, is not guaranteed and is furnished solely for accommodation of the Contractor.

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.

§ 9.1.2.1 The execution of the Contract shall constitute a representation that the Contractor has carefully reviewed the Contract Documents, and that the Contract Documents are sufficiently detailed and complete to permit the Contractor, (i) to complete the Project in an amount not in excess of the Contract Sum, except for additional costs incurred due to changes in the Work approved by the Owner; (ii) complete the Work within the Contract Time and in accordance with the Contract Documents and all applicable law. The Contractor is not required to ascertain that the Contract Documents are in accordance with all applicable law, but the Contractor shall promptly report to the Owner and 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.

§ 9.1.2.2 The execution of the Contract by the Contractor shall also constitute a certification by the Contractor that it has taken all steps necessary to ascertain the nature and location of the Work, and the general and reasonably observable conditions which can or may affect the Work and/or the cost thereof. Failure by the Contractor to fully acquaint itself with conditions which may affect the Work and/or the cost thereof, including, but not limited to, conditions relating to transportation, handling, storage of materials, availability of labor, water, other known projects in the region, applicable provisions of law, and the character and availability of equipment and facilities needed preliminary to and during the prosecution the Work, shall not relieve the Contractor of its responsibilities under the Contract Documents and shall not constitute a basis for extension of time or any increase in the Contract Sum. Owner assumes no responsibility for any representations concerning conditions made by any of its officers, or employees or representatives, prior to the execution of the Contract, unless such representations are expressly stated in the Contract Documents. The Contractor shall not perform any construction activity it knows constitutes a recognized error, inconsistency or omission. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without reporting the error, inconsistency or omission to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs of correction.

§ 9.1.2.3 If the Contractor fails to fulfill its obligations to report to the Architect or Owner under this Article 9, the Contractor shall be precluded from asserting any Claim which arises from or relates to the circumstances that gave rise to the Contractor's obligation to make such report.

§ 9.1.2.4 The Owner assumes no contractual liability or responsibility for the safety of the Project site or of any improvements thereon. Except as may be set forth in Section 16.2, the Contractor shall be solely responsible for providing safe conditions for the performance of the Work.

§ 9.1.2.5 If any governmental body having jurisdiction over the Work requires licenses or registrations for the performance of the Work or any part thereof, the Contractor shall hold such valid licenses or registrations as may be required by law to prosecute the Work to completion. If any part of the Work for which such a license or registration is required is to be performed by Subcontractors or Sub-subcontractors, the Contractor shall ensure that such Subcontractors or Sub-subcontractors hold such valid licenses or registrations as may be required by law to prosecute said Work to completion.

§ 9.1.2.6 The Contractor shall send a qualified representative to periodic progress meetings held at such time and at such place as the Owner or Architect shall designate and to such other meetings as are necessary to comply with the Conditions.

§ 9.1.3 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, Subcontractor's employees, and their respective agents, 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. To the extent applicable, the Contractor shall comply with Connecticut's prevailing wage laws.

§ 9.3.1.1 All labor shall be performed by workmen skilled in their respective trades, and workmanship shall be of good quality so that first class work in accordance with the standards of construction set forth in the Contract Documents and the Contractor's Standard of Care will be achieved. A list of all supervisory personnel, including the project manager and superintendent that the Contractor intends to use on the Project and an organizational chart reflecting the chain of command among such personnel, shall be submitted to the Owner for approval. The Contractor shall not engage supervisory personnel or utilize an organizational chain of command other than as approved by Owner in writing and shall not change such personnel or form of organization without the prior written approval of the Owner.

§ 9.3.1.2 To the extent required under Section 31-53 of the Connecticut General Statutes, the wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) 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 contractor who is not obligated by agreement to make payment or contribution on

behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer, or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

§ 9.3.1.3 To the extent required under Section 31-53b of the Connecticut General Statutes, the Contractor shall furnish proof, and shall cause its Subcontractors to furnish proof, with the weekly certified payroll form for the first week each employee begins work on the Project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on the Project, pursuant to the Contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 46 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268, and that any plumber or electrician subject to the continuing education requirements of section 20-334d, who has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration five or more years prior to the date such electrician or plumber begins work on the Project, has completed a supplemental refresher training course of at least four hours in duration in construction safety and health taught by a federal Occupational Safety and Health Administration authorized trainer.

§ 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.

§ 9.3.5 Asphalt Material Escalation Adjustment (AMEA): The Contractor shall be entitled to an escalation adjustment to the cost of asphalt material for road paving performed after the Bid Due Date (BDD) pursuant to Section 1.2 above. The AMEA will be based on the difference between the BDD English Average Price for PG64-22 New Haven (Base EAP) posted on the Connecticut DOT Website and the current English Average Price for PG64-22 New Haven (Current EAP) as of the date asphalt paving is performed. The quantity of asphalt material delivered and installed (Quantity Installed) used in the calculation of the AMEA shall be verified by delivery tickets from the asphalt supplier.

§ 9.3.5.1 The total amount of the AMEA shall be calculated as follows:
Current EAP – Base EAP x Quantity Installed = AMEA

§ 9.3.5.2 A Contract Change Order shall be issued to document and add the AMEA to the Contract Sum.

The English Average Price for PG64-22 New Haven can be found at:
<https://portal.ct.gov/DOT/Office-of-Construction/Material-Price-Adjustments>

§ 9.3.5.3 Basis of Payment for Asphalt Material: The "Asphalt Adjustment Cost" will be calculated using the formula indicated above. A payment will be made for an increase in costs. A deduction from monies due the Contractor will be made for a decrease in costs.

§ 9.3.5.4 The sum of money shown for asphalt work on the Bid Form for this item will be considered the bid price although payment will be made as described above. The amount shown on the Bid Form is not to be altered in any manner by the bidder. If the bidder should alter the amount shown, the altered figure will be disregarded, and the original cost figure will be used to determine the amount of the bid for the Contract.

§ 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 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit 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 Contract Sum but not in the allowance.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work in accordance with the provisions of Attachment 1, Section 2.2, Project Schedule. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, 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.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.8.3 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The Contractor shall provide the Owner and the Architect with bi-weekly progress reports to reflect actual conditions ("Progress Reports") or at such other intervals as requested by the Owner. In the event any Progress Report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any Progress Report constitute an adjustment in the Contract Time or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 9.8.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right, but not the obligation, to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime; (2) supplying additional manpower, equipment, and facilities; and (3) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purposes of ensuring the Contractor's compliance with the approved construction schedule as adjusted for time extensions granted pursuant to Section 14.5. Except as provided herein, the Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner pursuant to this Section 9.8.4. The Owner may exercise the rights furnished the Owner under or pursuant to this Section 9.8.4 as frequently as the Owner deems necessary to ensure that Contractor's performance of the Work will comply with the Substantial Completion Date, as the same may be extended by Change Order.

§ 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, defend and hold harmless the Owner, State of Connecticut, Architect, Architect's consultants, and officials, officers, 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), and 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. The Contractor shall maintain, at the expense of the Contractor, appropriate insurance coverage to insure all of its responsibilities under 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.

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. A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site and, unless otherwise expressly indicated, refers to subcontractors of all tiers performing any part of the Work (other than Subcontractors).

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect in writing 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.

§ 11.3 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.

§ 11.4 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.

§ 11.5 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.

Any adjustments in the Contract Sum for such changes in the Work shall not include an amount of overhead and profit which exceeds the limitations set forth in §13.1.1 below.

§ 13.1.1 In the case of a change in the Work for which the Contractor is entitled to an adjustment in the Contract Sum under the terms and conditions of the Contract Documents, such adjustment shall be limited as follows:

(i) For that portion of the change in the Work that is self-performed by the Contractor, the Contractor's overhead and profit on such Work shall not exceed ten percent (10%) of the Contractor's direct costs incurred in the performance of such Work; and

(ii) For that portion of the change in the Work that is performed by Subcontractors, the Contractor's markup on such subcontracted Work shall not exceed five percent (5%) of the amount invoiced to the Contractor by the

Subcontractors for that Work and a Subcontractor's overhead and profit on its portion of the change in the Work shall not exceed ten percent (10%) of the Subcontractor's direct costs incurred in the performance of such Work. These limitations shall apply to both adds to and deductions from the Contract Sum.

§ 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, not to exceed the limitations set forth in §13.1.1 above, 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 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 Sum or Contract Time, the Contractor shall notify the Architect 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 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.

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.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 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 2. 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 2 shall be the basis of the Schedule of Values.

§ 15.1.2 Intentionally Omitted

§ 15.2 Control Estimate. Intentionally Omitted

§ 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. 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 Intentionally Omitted

§ 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 Commencing with the second Application for Payment, and continuing with each Application for Payment submitted thereafter, the Contractor shall furnish to the Owner a properly executed form of release and waiver of claims/mechanics liens in a form acceptable to the Owner from the Contractor and each Subcontractor and material supplier whose Work was included on the previous Application for Payment for which payment by Owner was made to the Contractor.

§ 15.3.5 Applications for Payment, and invoices in support of the same, shall clearly distinguish between amounts charged for labor and amounts charged for materials.

§ 15.3.6 Unless otherwise required by the Owner, Applications for Payment shall be on AIA documents G702 and G703.

§ 15.3.7 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; or (3) 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 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 remain uncured 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 as required under Section 4.1.3.

§ 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.

§ 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 including, without limitation, the completion of all "punch list" items to the satisfaction of the Architect and Owner, 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 set of releases and waivers of claims/mechanics liens arising out of this Contract subject only to receipt of final payment which reflect that the Contractor has met all of its prior obligations to make payments to others hereunder. If any such claims/liens remain unsatisfied after final payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such claims/liens, including costs and reasonable attorneys' fees.

§ 15.7.3 Intentionally Omitted

§ 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 ACCESS TO BOOKS AND RECORDS AND AUDITS

Upon forty-eight (48) hours prior notice to the Contractor, the Owner shall have the right to inspect and copy the books and records of the Contractor to verify Work performed, payments made or unmade, amounts claimed, obligations owed, and any other documentation related to the Project or this Contract. The Contractor shall comply, and shall cause Subcontractors and Sub-subcontractors to comply, with all accounting procedures and record retention policies reasonably requested by the Owner. The Contractor shall retain its records for seven (7) years after Final Completion of the Work is achieved unless otherwise agreed by the Owner. Upon request of the Owner, the Contractor will cooperate, and secure the cooperation of all Subcontractors and assist the Owner during any audit of the Project conducted by the Owner at any time after Substantial Completion. Such cooperation shall include providing the Owner with access to all records related to the Project.

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 Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 Intentionally Omitted

§ 16.2.3 Intentionally Omitted

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 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 Town of East Hartford, (4) the State of Connecticut and (5) Goodwin College 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.

« See Schedule B, Section 8 For Limits »

§ 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

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 Omitted

§ 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, the Town of East Hartford and the State of Connecticut 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 the Town of East Hartford and the State of Connecticut 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 Omitted

§ 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 to the Owner (i) a labor and material payment bond equal to one hundred percent (100%) of the Contract Sum and otherwise in accordance with the requirements of Connecticut law; and (ii) a bond covering the Contractor's faithful performance of all of its obligations under the Contract Documents, in each case such bonds will be issued by a surety satisfactory to the Owner and shall reflect the Owner as the obligee. The Contractor shall deliver the executed, approved bonds to the Owner no later than three (3) business days after execution of this Contract unless otherwise required by the Owner. Such bonds shall comply with the requirements of

Connecticut General Statutes §49-41. In the event that the surety assumes the contract or obtains a bid or bids for completion of the contract, the surety shall ensure that the contractor chosen to complete the contract is prequalified pursuant to section 4a-100 of the Connecticut general statutes in the requisite classification and has the aggregate work capacity rating and single project limit necessary to complete the contract.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ 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 by the end of such one-year period and, thereafter, 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 make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. 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. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received

or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor. If the inspections and tests conducted under this Section 19.3 reveal failure in a portion of the Work, the Owner may order the inspection and testing, at the Contractor's expense, of any and all portions of the Work that are identical or similar to the failing portion.

§ 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 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 »
« Phone: (860) 527-0100 »
« Email: alazzaro@crdact.net »

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

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§ 19.7 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 repeatedly 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 repeatedly fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment in accordance with the Contract Documents for Work executed, in accordance with the Contract Documents, and direct costs incurred by reason of such termination. The notice of termination must state with specificity the means by which the Owner may cure its nonperformance, and the Contractor shall not terminate this Agreement if, within the applicable ten (10) day period, the Owner substantially takes such curative measures.

§ 20.2 Termination by the Owner for Cause

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 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 inclusive of, without limitation, all statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents;
- .5 institutes proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or similar or applicable federal or state law, or a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days from the date of said filing, or the Contractor admits in writing its inability to pay its debts as they become due, or it makes a general assignment for the benefit of its creditors, or a receiver, liquidator, trustee, or assignee is appointed, or a receiver of all or any substantial portion of the Contractor's properties is appointed;
- .6 abandons the Work;
- .7 submits an Application for Payment, sworn statement, release and waiver of liens/claims, affidavit or document of any nature whatsoever which is intentionally falsified; or
- .8 fails to make prompt payment to Subcontractors or for materials or labor in accordance with the respective subcontracts and the Contract Documents or otherwise breaches its obligations under any subcontract with a Subcontractor.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written 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 the Contract Sum 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 retained by the Owner. 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, 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, without prejudice and without waiving any other right or remedy the Owner may have, terminate the Contract for the Owner's convenience and without cause. the Contractor shall be entitled to receive payment in accordance with the Contract Documents for Work executed; in accordance with the Contract Documents and direct costs incurred by reason of such termination.

§ 20.4 PAYMENT UPON TERMINATION

§ 20.4.1 Except for claims for such payments as the Owner is explicitly required to make upon termination pursuant to this Article 20, the Contractor hereby waives and forfeits all claims for payment and damages, including without limitation, anticipated profits.

§ 20.4.2 When making any payment upon termination required under this Article 20, the Owner shall be credited for (1) payment previously made to the Contractor for the terminated portion of the Work; (2) valid claims which the Owner has against the Contractor under the Contract Documents; and (3) the value of the materials, supplies, equipment or other items that are to be disposed of by the Contractor that were included in the Contract Sum.

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 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.

Notwithstanding anything to the contrary in the Contract Documents, neither the Contract Sum nor the Contract Time shall be adjusted if the increased costs or delay underlying the Contractor's claim for adjustment stems from the negligent act or omission of the Contractor, Subcontractors, Sub-subcontractors, or of anyone for whose performance the Contractor is responsible to the Owner, or as a result of the error of any of the same or of the failure of any of the same to comply with, and fulfill their responsibilities under, the Contract Documents.

§ 21.2 Notice of Claims

§ 21.2.1 Claims by the 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 Contractor first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by the 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 Owner.

§ 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.

§ 21.4 Intentionally Omitted.

§ 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 Intentionally Omitted

§ 21.8 Intentionally Omitted

§ 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)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

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(Printed name and title)