
Instructions to Bidders

Project: Rentschler Field Roof Replacement
CRDA Project No. 25-024
Location 615 Silver Lane, East Hartford, Connecticut

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LEGAL NOTICE – INVITATION TO BID

**Rentschler Field Roof Replacement
CRDA Project No. 25-024**

The Capital Region Development Authority (CRDA) is soliciting sealed bids for a **roof replacement project at Rentschler Field**, located in East Hartford, Connecticut.

Sealed bids must be received by 1:00 PM on June 5, 2025 at the following address:

Capital Region Development Authority
100 Columbus Boulevard, Suite 500
Hartford, CT 06103

Attn: Erica Levis

Immediately following the deadline, all bids will be publicly opened and read aloud.

Scope of Work

The project generally includes, but is not limited to, the following:

1. **Removal** of existing membrane roofing, insulation, cant strips, tapered edges, metal flashings, collection boxes, and downspouts as indicated in the project drawings.
2. **Demolition and replacement** of existing metal ladders and roof accessories.
3. **Repair and replacement** of deteriorated roof decking and wood blocking.
4. **Replacement** of hollow metal frames and doors as identified on the drawings.
5. **Upgrade** of existing roof drains, associated piping, and insulation.
6. **Installation** of new TPO membrane roofing system, including underlayment and both flat and tapered insulation.
7. **Installation** of all new flashing, caps, fascia, trim metal work, collection boxes, downspouts, and scuppers, as specified.
8. **Installation** of new roof walkways and stepover structures.
9. **Proper offsite disposal** of all removed materials in accordance with applicable regulations.

Interested bidders are encouraged to review all bid documents and project specifications thoroughly. For further details or questions, please contact Erica Levis at CRDA.

This Invitation to Bid including Plans, specifications and documents for the project are available for viewing and downloading on the State Contracting Portal at [CTsource](#), and the CRDA website [RFP's - Capital Region Development Authority \(crdact.net\)](#), and may be examined at the Capital Region Development Authority, 100 Columbus Boulevard Suite 500, Hartford CT (contact Erica Levis at elevis@crdact.net).

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

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

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

A **mandatory pre-bid meeting** will be held at Rentschler Field located at 615 Silver Lane, East Hartford at **1:00 PM on May 19, 2025**

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: **Rentschler Field Roof Replacement**
 CRDA Project No. 25-024
 615 Silver Lane, East Hartford, CT

1.2 BID DUE DATE: Date: June 5, 2025
 TIME: 1:00 PM

1.3 PROJECT DESCRIPTION

The Capital Region Development Authority (CRDA) currently operates Pratt & Whitney Stadium at Rentschler Field on behalf of the Office of Policy and Management (OPM - the building's owner). CRDA intends to enter into a contract with a qualified contractor (CM) to replace the roof.

1.4 PROJECT SCHEDULE

The Contractor shall mobilize within two weeks of execution of the Contract and Notice to Proceed and reach substantial completion within six weeks.

- The **Tower Roof** is the **Base Bid**.
- Lower Roofs #1–9 are **Alternates** to be completed **concurrently** with the Base Bid, **if budget allows**.
- Buildings 1, 3 & 9 require maintenance only, while Buildings 2, 4 – 8 are full roof replacement.
- **CRDA reserves the right to award in part or in whole.**

PART 2 – PROJECT SCOPE OF WORK

The project includes the removal and replacement of the existing roofing system, including membrane, insulation, flashings, drains, decking, and roof accessories. It also involves installing a new TPO membrane system with insulation, metal trim, and drainage components, as well as new roof walkways and ladders. All demolished materials will be disposed of offsite. This project includes but is not limited to all work shown on the Project Drawings and Project Manual.

PART 3 – GENERAL INFORMATION

3.1 Definitions

- A. Addenda = are written or graphic instruments issued by the Engineer prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- B. Architect/Engineer = Silver Petrucelli + Associates, Inc., LLC (CWA) – Hamden, CT

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- C. Base Bid = the total sum for which the Bidder offers to perform the Work described in the Bidding Documents.
 - D. Base Contract = the Scope of Work for all work identified in the Contract Documents.
 - E. Bid = the complete and properly signed proposal to do the Work for the sums stipulated therein. A bid is considered complete if it is submitted according to the terms of the Bidding Documents.
 - F. Bidder = a person or entity who submits a Bid. A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment and/or labor for a portion of the Work.
 - G. Bidding Requirements shall include:
 - 1. The Invitation to Bid
 - 2. The Instructions to Bidders (ITB) including all Attachments and Schedules
 - 3. The Bid Form
 - 4. Bid Bond
 - 5. All Bid Documents and forms Listed in Attachment 1
 - 6. Draft Contract attached here to as Attachment 7
 - 7. Requirements of Schedule B
 - 8. Prevailing Wage Rates, Schedule C
 - 9. The Project Manual dated 4/28/2025
 - 10. Project Drawings by Silver Petrucelli dated 4/28/2025
 - 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 is attached hereto as Attachment 7.
 - 2. Conditions of the Contract (General, Supplementary and other Conditions).
 - 3. Signed and Sealed Bid Submission Documents
 - 3. Project Drawings by Silver Petrucelli, dated 4/28/25
 - 4. The Project Manual, dated 4/28/25
 - 5. Addenda issued prior to execution of the Contract.
 - J. Contract Duration = The period of time defined in which the Contract Scope of Work must be completed.
 - K. Contractor as used in the ITB = the Successful Bidder.

- L. Invitation to Bid = The Invitation to Bid, abbreviated ITB, shall include the Legal Notice, Instruction to Bidders, Bid Form, Project Drawings and Project Manual (Specifications), Addenda issued prior to the Bid Due Date and all related Exhibits, Attachments, Schedules and other documents commonly referred to collectively as the Bid Documents.
- M. Owner = The Capital Region Development Authority (CRDA) currently operates Pratt & Whitney Stadium at Rentschler Field on behalf of the Office of Policy and Management (OPM - the building's owner), CRDA will oversee Construction. Where "Owner" appears it shall generally refer to CRDA.
- N. Owner's Designated Representative for Bid Administration, Erica Levis, elevis@crdact.net
- O. Owner's Designated Representative for Construction Administration, Mark O'Connell, moconnell@crdact.net under the oversight of Robert Houlihan, rhoulhan@crdact.net
- P. Detailed Schedule = a detailed critical path schedule of all work planned for all work sequences
- Q. Project = Rentschler Field Roof Replacement, CRDA Project No. 25-024
- R. 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.
- S. Definitions established in the General Conditions of the Contract for Construction, or in the other Contract Documents are applicable to the Bidding Documents.

3.2 Bidder's Representations

- A. By making a Bid, the Bidder represents that:
 - 1. The Bidder has carefully examined the Bidding Documents; the requirements are clear and concurs with them. The Bid is made in full agreement with those requirements.
 - 2. The Bidder understands the requirements of the Bidding Documents to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.
 - 3. The Bidder and appropriate Sub-bidders have visited the site, have become familiar with local conditions under which the Work is to be performed, site conditions, logistics and have correlated the Bidder's personal observations with the requirements of the Bidding Documents.
 - 4. The submission of a bid or proposal by a contractor for the whole or any part of the work contained in the specifications shall constitute an acceptance by such contractor of the terms and conditions of all duly

promulgated ordinances and regulations of the Location (Town or City) that the Work is being performed at to the extent the same are applicable; and a contract awarded in response to such bid or proposal shall be deemed to incorporate all such pertinent ordinances and regulations.

- 5 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception or qualification.
- 6 The Bidder has not colluded with any other person in regard to any Bid or sub-bid submitted.

3.3 Bidding Documents

- A. Documents are available only in complete sets
 2. Bidders shall use complete sets of Bidding Documents in preparing Bids. The Owner and Architect assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
 3. Copies of the Bidding Documents are made available for the sole purpose of obtaining Bids on the Work. No license or permission is granted for any other use of the Bidding Documents.
 4. The Invitation to Bid, Bid Documents and any Addendums will be posted on the Department of Administrative Services (DAS) website [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 its 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 **May 23, 2025**. 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 **May 23, 2025 at 3:00 p.m.** Clarification or Questions can be emailed to Erica Levis at elevis@crdact.net.
- E. CRDA reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the ITB process. CRDA acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).
- F. CRDA may amend or cancel this bid or modify the schedule, prior to the due date and time, if CRDA deems it to be necessary, appropriate or otherwise in the best interest of CRDA.

3.5 Substitutions

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

3.6 Addenda

- A. Addenda will be delivered promptly by the issuing office to all Bidders.
- B. Addenda concerning technical matters will not be issued later than the stipulated day prior to the date for receipt of Bids. The CRDA reserves the right to issue an Administrative Addendum at any time, withdrawing the request for Bids or

postponing the date for receipt of Bids.

- C. Each Bidder shall confirm, prior to submitting a Bid that the Bidder has received all Addenda issued. The Bidder shall list the Addenda in the Bid.

3.7 Performance and Payment Bond Requirements

- A. Performance and Labor and Material Bonds to be furnished by the bidder awarded the contract shall be an amount not less than 100% of the contract price.
 - 1. Such bonds are required after receipt of bids and before execution of the Contract. The 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.
 - i. 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.
 - ii. The bonds shall be dated on the date of the Contract.
 - iii. 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. Obligees – All performance and payment bonds issued by the Contractor on the Project shall name CRDA as obligee.
- D. Bond Adjustments for Change Order Work
 - 1. Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.
 - 2. The Contractor shall notify the bonding company at each \$500,000 increase to the contract value as the cumulative result of change orders. A copy of the Consent of Surety must be provided to the Owner prior to the execution of any change order which exceeds each cumulative \$500,000.
 - 3. Mark-up for Overhead and Profit shall not be applied to Change Orders for Increase in Bonds due to Change Order Work.

3.8 Insurance

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

3.9 Prevailing Wage

- A. Prevailing Wage Rates: Prevailing wages are required on this project 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 Attachment 4.
- B. Each contractor and subcontractor who is awarded a contract on or after October 1, 2002, shall be subject to the 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 may be required by the Connecticut Department of Labor.
- F. The Bidder shall be responsible for managing all processes related to the prevailing wage requirements.
- G. Forms and additional information can be found at <http://www.ctdol.state.ct.us/wgwkstnd/BidPack.htm>

3.10 State Labor Standards Provisions, Laws and Regulations

- A. All provisions of all applicable State Labor Standards must be complied with under this Contract. The execution of the Contract by the Bidder binds him to all applicable State Labor Laws and Regulations. All such Standards, Laws and Regulations shall be binding to the same extent as if they were copied at length herein.
- B. As a condition of contract, any out-of-state contractor who is awarded work must provide CRDA with a copy of the State of Connecticut Trade License for Employees working in the State of Connecticut.
- C. Non-Resident Contractors – at the time of Contract signing, a certificate from the Commissioner of Revenue Services shall be provided which indicates 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 bidders must be pre-qualified for the classification of work that they are bidding on. Each bidder shall hold a current "DAS Contractor Prequalification Certificate" (not a predetermination letter) from the Department of Administrative Services of the State of Connecticut according to C.G.S. § 4a-100, C.G.S. § 4b-101 and C.G.S. § 4b-91. Bidders shall submit with their bids, unless noted otherwise, a "DAS Contractor Prequalification Certificate" along with a current "Update (bid) Statement". Any bid submitted without a copy of the DAS Prequalification Certificate and an Update (Bid) Statement shall be invalid. If you have any questions regarding these requirements, contact DAS at telephone number 860-713-5280 or visit their web site at www.das.ct.gov.

3.12 Incurring Cost

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

PART 4 – COMPLIANCE REQUIREMENTS AND CERTIFICATIONS

4.1 Non-Discrimination in Employment

- A. Each contractor, vendor, and supplier shall be subject to, and shall comply with the following requirements, included herein by reference, to insure through affirmative action that qualified employees, applicants for employment and subcontracting are not discriminated against because of race, creed, color, religion, age, sex, physical disability, or national origin. Said requirements shall include compliance with all applicable Federal, state and local statutes,

ordinances and regulations relating to discrimination in employment. It shall be the responsibility of the bidder to be familiar with and knowledgeable about the above.

- B. The apparent successful bidder may be required to undergo a pre-award compliance review for the purpose of ascertaining whether in the opinion of the Owner 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 included in 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 1.
- 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 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. Project Meetings

1. Pre-Construction Meeting - Soon after the actual award of the contract (but in any event prior to the start of construction), authorized representatives of the contractor shall attend a Pre-construction Conference. Participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the work. The Owner's Representative will forward the agenda to the successful bidder. The location of this conference will be at the Project Site or another convenient location as directed by the Owner's Representative.
2. Project Meetings – Weekly or bi-weekly meetings will be scheduled as needed with CRDA, Designer and Contractor. The Bid shall include attendance by the Contractor's project manager.

- D. Qualified Work Force – The Contractor shall confirm that workers meet the qualifications and are approved by the manufacturer if noted for the work to be performed.
- E. Storage - The project site is approximately 2 acres +/- and has ample room for storage and layout of material and equipment.
- 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. Waste Disposal: The bid shall include the removal and legal disposal of all construction waste/debris generated by the project including dumpsters.
- H. Power & Water: Existing fire hydrants will be used for the supply of water required during demolition. The Contractor shall be responsible to obtain the required permits from the MDC and pay all costs associated with the use of the hydrants to supply temporary water. The contractor shall be required to provide electric power via temporary service or generator.
- I. Dust Protection: The bid shall include dust control and must be adhered to on a daily basis.
- J. Toilet Facilities: The Contractor shall provide temporary portable toilets as required.
- K. 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.
- L. Hours of Operation: The normal hours of work shall be 7:00am until 3:30pm unless other arrangements are made in advance with the Owner.

PART 6 – BID PROCEDURES AND SUBMISSION REQUIREMENTS

6.1 TIMELINE

DOCUMENTS AVAILABLE	4/28/2025
MANDATORY PRE-BID	5/19/2025
LAST DAY FOR QUESTIONS	5/23/2025
LAST ADDENDUM	5/30/2025
BIDS DUE	6/05/2025
SCOPE REVIEW	6/10/2025
CONTRACT AWARD	6/16/2025
START CONSTRUCTION	6/23/2025

6.2 Pre-Bid Conference

A **mandatory** pre-bid meeting will be held at Rentschler Field on **May 19, 2025 at 1:00 PM**

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 **May 23, 2025, at 3:00 PM**. Answers will be provided via addenda issued to all registered bidders and posted on the State Contracting Portal. Bidders may visit the site on their own time; however, the bidder must notify CRDA at least 48 hours in advance of the scheduled site visit for safety and security purposes.

6.4 Preparation and Submission of Bid

- A. The form and style of Bids shall conform to the Bid Form located in the front of the Project Manual.
 - 1. Bids shall be submitted on forms identical to the form supplied with the Bidding Documents. Any modifications, revisions, deletions, etc. to the Bid Forms except where information is requested of the Bidder may be grounds for rejection of the Bid.
 - 2. Provide all requested information and completely fill in all blanks on the bid form. Use a 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 Bid and other documents required to be submitted enclosed in a sealed envelope, as well as an electronic copy on thumb drive. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, and the Bidder's name and address. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled SEALED BID

ENCLOSED.

2. ALL BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE CLEARLY IDENTIFIED AS FOLLOWS:

Rentschler Field Roof Replacement,
CRDA Project No. 25-024

3. Bids may be submitted VIA: U.S. Mail, Overnight Mail or by 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 860-924-8913

5. Bid Closing Date: Bids will be received on **June 5, 2025, at 1:00 PM**, at the location indicated above and then opened. Late bids will not be accepted and will be returned to the bidder unopened. Extensions will not be granted. Bidders are invited to attend the bid opening.

- C. Bid Package – the Bid Package shall include the Bid Form and all of the documents listed in Attachment 1, Bid Forms.

6.5 Bid Security

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

6.6 Modification or Withdrawal of Bid

- A. Bid Withdrawal: Bids may be withdrawn only by written request received from the Bidder prior to the deadline for submission. No bidder may withdraw its bid within ninety (90) days from the actual date of bid opening. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

- B. Extension: Bids shall be valid for 90 days following the Bid Closing Date. If for some reason a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between CRDA and the designated low bidder.
- C. Bid Modification: Bids may not be changed after the deadline for submission. A Bid submitted prior to the time and date designated for receipt of Bids, may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids prior to the deadline for submission. Such notice shall be in writing and signed by the Bidder. If notice is sent by telegram, written confirmation shall be mailed and postmarked on or before the date and time set for receipt of Bids. Any change shall be so worded as not to reveal the amount of the original Bid.
- D. Bid Clarification: CRDA reserves the right to request clarifications from any bidder, which shall be provided at the bidder's sole expense.

6.7 Post Bid Scope Review Meeting

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

6.8 Consideration of Bids

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

- E. Every bid which is conditional or obscure, or which contains any addition not called for, may be considered invalid, and CRDA may reject every such bid.
- F. CRDA may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the time designated by CRDA.

6.9 Acceptance of Bid

- A. It is the intent of the Owner to award a Contract to the lowest qualified Bidder offering the optimum combination of cost, service and schedule, provided that the apparent Low Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available within the budget established for this project by the Owner. The Owner reserves the right to accept or reject any or all bids and to award the contract to the bidder deemed to be in its best interest. Consideration will also be given to the 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.

Signature

ATTACHMENT 1

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
4. Signed copy of Schedule B
5. DAS Contractor Prequalification Certification and current Update (bid) Statement
6. 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.
7. Campaign Contribution Certification (OPM Ethics Form 1)
8. 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.
9. CHRO Bidder Contract Compliance Monitoring Report
10. State Elections Enforcement Commission Form 10
11. Internal Revenue Service Form W-9
12. General Conditions Certification
13. Labor Rates for each Trade Classification that will be used for this project on form attached as Attachment #5
14. 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>
15. CRDA Disclosure Form A
16. State of CT Certificate of Compliance

ATTACHMENT 2 - STANDARD BID BOND FORM

CAPITAL REGION DEVELOPMENT AUTHORITY

KNOW ALL MEN BY THESE PRESENTS, That
we, _____, hereinafter called the Principal, of
_____, as Principal, and,
_____ hereinafter
called the Surety, a corporation organized and existing under the laws of the State of
_____, and duly authorized to transact a surety business in the State of
Connecticut, as Surety, are held and firmly bound unto Capital Region Development
Authority, as Oblige, in the penal sum of five (5) percent of the amount of the bid set forth in
a proposal hereinafter mentioned, lawful money of the United States of America, for the
payment of which, well and truly to be made to the Oblige, the Principal and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has
submitted or is about to submit a proposal to the Oblige related to a contract for the
Rentschler Field Roof Replacement, CRDA Project #25-024

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 _____, 2025

Principal's Signature

Surety

(Print name)

by _____
Its attorney in fact

Company Name

(Print name)

ATTACHMENT 3 - BID FORM

BF/1

Rentschler Field Roof Replacement, CRDA Project No. 25-024
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 as prepared by **Silver Petrucelli + Associates, Inc.** (as listed in Schedule A) and on file with **Capital Region Development Authority**, hereby propose to provide all labor, materials, tools, equipment, temporary facilities and transportation necessary to complete the **Rentschler Field Roof Replacement** as defined in the Contract Documents for the Contract Price of:

Base Bid – Tower Roof:

Provide all labor, materials, equipment, and services necessary to complete the roof work for the Tower Roof as shown and specified in the contract documents.

Total Base Bid Amount: \$ _____

Allowances: (See Section 012100)

Allowance #1: Metal Deck Replacement (part of Base Bid) \$ _____

Notes to Bidders:

- The Base Bid (Tower Roof) is required.
- CRDA reserves the right to award the project in part, in whole, or not at all.
- Selected alternates will be executed concurrently with the Base Bid work.
- Failure to provide pricing for all alternates may result in disqualification.

BID FORM

BF/2

Rentschler Field Roof Replacement, CRDA Project No. 25-024
East Hartford, Connecticut

Bidder's Name: _____

Add Alternate Bids (Optional at Owner's Discretion):

Provide separate pricing for the following roof areas. These amounts will not be included in the Base Bid total but may be added at the Owner's discretion. Provide all labor, materials, equipment, and services necessary to complete the work for each building as shown and specified in the contract documents.

Item		Lump Sum
Add Alt 1	Building 1 (maintenance)	\$
Add Alt 2	Building 2	\$
Add Alt 3	Building 3 (maintenance)	\$
Add Alt 4	Building 4	\$
Add Alt 5	Building 5	\$
Add Alt 6	Building 6	\$
Add Alt 7	Building 7	\$
Add Alt 8	Building 8	\$
Add Alt 9	Building 9 (maintenance)	\$
	TOTAL	\$

Unit Prices:

As required by the Base Bid, should deteriorated or damaged materials be required to be removed as determined by the Architect or Owner, the cost to remove and replace the referenced material, (or credit for specified material not provided or installed) including all labor, material, equipment, and related furnishings is as follows:

Item	Description	Unit Price
1	Metal roof deck, thickness to match existing roof deck to be removed (including deteriorated roof deck removal, credit and add)	\$ SF
2	Add pressure treated wood blocking, as specified, cut to fit around roof structure and systems installed	\$ SF
3	Deduct pressure treated wood blocking, as specified, cut to fit around roof structure and system installed	\$ SF

BID FORM

BF/3

Rentschler Field Roof Replacement, CRDA Project No. 25-024
East Hartford, Connecticut

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 8 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. 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.

BID FORM

BF/4

Rentschler Field Roof Replacement, CRDA Project No. 25-024
East Hartford, Connecticut

Contractor shall reference the Instructions to Bidders for applicable requirements for Construction Time. 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/5

Rentschler Field Roof Replacement, CRDA Project No. 25-024
East Hartford, Connecticut

ADDENDA ACKNOWLEDGMENT

The undersigned acknowledges receipt of the following addenda:

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

BID FORM

BF/6

Rentschler Field Roof Replacement, CRDA Project No. 25-024
East Hartford, Connecticut

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_____

BID FORM

BF/7

Rentschler Field Roof Replacement, CRDA Project No. 25-024
East Hartford, Connecticut

GENERAL STATEMENT

The information in this Bid is correct to the best information, knowledge and belief of the undersigned. The undersigned has checked all 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, 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 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 because 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 _____

Address _____

Signature _____

Name Typed _____

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 4 - GENERAL CONDITIONS CERTIFICATION

Rentschler Field Roof Replacement, CRDA Project No. 25-024
East Hartford, Connecticut

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

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

Attachment 5 - Labor Rates

Rentschler Field Roof Replacement, CRDA Project No. 25-024
East Hartford, Connecticut

Labor Rates

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

Contractor: _____

Trade Classification: _____

	Straight Time	Time & Half	Double Time
A. Base Rate	_____	_____	_____
B. FICA	_____	_____	_____
C. FUTA	_____	_____	_____
D. SUTA	_____	_____	_____
E. WC	_____	_____	_____
F. GL	_____	_____	_____
G. Benefits (list each)			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
H. Total	_____	_____	_____

ATTACHMENT 6 - DRAFT CONTRACT

Rentschler Field Roof Replacement, CRDA Project No. 25-024
East Hartford, Connecticut

Attached

SCHEDULE A

PLANS AND SPECIFICATIONS

Drawings dated 4/28/2025

Drawing Number	Drawing Name
	COVER SHEET
A001	OVERALL STADIUM PLAN
A002	TOWER ROOF DEMOLITION PLAN
A100	TOWER ROOF PLAN
A200	DETAILS

Specifications

Project Manual by Silver Petrucelli, dated April 28, 2025

SCHEDULE B
STANDARD VENDOR TERMS AND CONDITIONS
(June 7, 2024)

References herein to the “State” shall mean the Capital Region Development Authority (“CRDA”) and/or the State of Connecticut, and references to “Contractor” or “Contractors” shall mean the entity [insert] with whom CRDA is contracting. References herein to “Contract” shall mean the agreement between CRDA and Contractors to which these terms (“T&Cs”) are incorporated and made a part thereof.

1. **Statutory Authority.** Connecticut General Statutes § 32-602(b)(2) provides CRDA with the authority to enter into contracts in the pursuit of its mission.

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

3. **Background Checks.** The Contractors warrant that they will not assign any employee, independent contractor or agent to perform services under the Contract unless that employee, independent contractor or agent has completed a background check and is deemed suitable by Contractor for performing such services. The background check must minimally include criminal conviction information for the past seven years, a check of the national and state sex offender registries and a social security number verification. In conducting such background check, the Contractor shall comply with all applicable federal and state laws. All fees associated with the background checks shall be the responsibility of the Contractor. The Contractor shall immediately remove any employee, independent contractor or agent performing services under the Contract: (i) if it becomes known to the Contractor that such person may be a danger to the health or safety of CRDA employees, directors, or its agents, , or (ii) at the request of CRDA, based on a concern of community or individual safety.

4. **Ethics and Compliance.** Contractors acknowledges that by doing business with or seeking to do business with the State it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the “Code of Ethics”) applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the Code of Ethics as currently posted on the Web site of the Office of State Ethics www.ct.gov/ethics and agrees to comply with all provisions of the Code of Ethics applicable to Contractors as a current or potential state contractor. As required under

C.G.S. §1-101qq, the Contractor will include the foregoing reference to the state ethics law summary in each subcontract entered into with Subcontractors in connection with the Project.

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

6. Executive Orders and Other Enactments.

a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CRDA's authority to require compliance with the Enactments.

b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

7. Insurance. To the extent that the insurance obligations of the Contractor set forth in the body of the Agreement (or the exhibits thereto other than this exhibit) require higher coverage limits or greater, broader and/or more expansive insurance coverage than that set forth in this Section 7, the higher coverage limits and greater, broader and/or more expansive insurance coverage requirements of the body of the Agreement (or the exhibits thereto other than this exhibit) shall apply, prevail and control. Contractor agrees to maintain insurance policies protecting its property interests at the project site covering the following risks in the following minimum amounts and named additional insureds:

a. **Workers' Compensation** - Contractor shall secure and deliver to CRDA evidence of workers' compensation (including occupational disease hazards) and Employer's Liability insurance, insuring their employees in amounts equal to or greater than required under Connecticut law. Provided that such required amounts are provided under Contractor's excess/umbrella coverage, the Employer's Liability insurance limits may be the minimum required by the excess/umbrella carrier as an underlying limit.

b. **Commercial General Liability** - Contractor shall secure and deliver to CRDA prior to the commencement of the term hereunder and shall keep in force at all times thereafter during the term of the Agreement, a commercial general liability insurance policy, including bodily injury, personal injury and property damage, covering Contractor's activities and loss and damage to the improvements at the project site and other facilities at the project site occurring in connection with Contractor's activities, in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) in the aggregate per policy year, including products and completed operations, personal and advertising injury and blanket contractual liability coverage. Contractor shall also maintain umbrella liability insurance (following form) for

the commercial general liability and employers' liability matters covered by the policies described in this Section hereof with a limit of Ten Million Dollars (\$10,000,000) in the aggregate.

c. **Evidence of Insurance** - Contractor shall provide to CRDA and the City (or Town, as applicable) not later than the commencement date of this Agreement and annually thereafter, certificates of insurance evidencing the coverage's required by this Section, all in such form as CRDA and the City (or Town, as applicable) may reasonably require, with Contractor as the named insured and with CRDA and the City (or Town, as applicable) as additional insured's. The policies for said coverages shall contain a provision covering Contractor's indemnification liabilities to CRDA and the City (or Town, as applicable) (to the extent that the loss is of a nature that it would otherwise be covered under such insurance). Notwithstanding the provisions of this Section, the above policies may contain exclusions from coverage which are reasonable and customary for policies of such type.

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

8. Nondiscrimination.

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

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" 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 Conn. Gen. Stat. § 32-9n; and

x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as a victim of domestic violence, 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, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees

and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter. f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; 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.

i. 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 (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) signing this Contract.

9. 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.

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

11. Consulting Agreement Representations. Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any

department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title Name of Firm (if applicable)

Start Date _____

End Date Cost _____

The basic terms of the consulting agreement are:

Description of Services Provided:

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: Name of Former State Agency _____

_____ Termination Date of Employment

12. Campaign Contribution Restrictions. 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.

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

14. Iran Energy Investment Certification.

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

15. Freedom of Information.

- a. Contractor acknowledges that CRDA must comply with the Freedom of Information Act, C.G.S. §§ 1-200 et seq. ("FOIA") which requires the disclosure of documents in the possession of CRDA upon request of any citizen, unless the content of the document falls within certain categories of exemption.
- b. Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. § 1-200, CRDA is entitled to receive a copy of the records and files related to the Contractor's performance of the governmental function, which may be disclosed by CRDA pursuant to the FOIA.

16. Whistleblowing. If this Contract is a "large state contract" (as defined in C.G.S. § 4-61dd) having a value of five million dollars (\$5,000,000) or more, it is subject to the provisions of C.G.S. §

4-61dd. In accordance with such statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, then in accordance with subsection (e) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of the Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

17. Contractor Certifications. The Contractor certifies that the Contractor has not, within the three (3) years preceding the Contract, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would Perform under the Contract, for

commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property or made an admission of guilt of such conduct which is a matter of record.

Contractor certifies that it has not within past three (3) years preceding the Contract been suspended or disbarred from any federal, state, local or Tribal programs, business, awards, contracts, agreements, grants or procurements.

18. Agent for Legal Service of Process. If Contractor is an individual/sole proprietor and not domiciled in Connecticut, Contractor shall appoint a registered agent for legal service of process within the State of Connecticut ("Agent") to receive and route all service of process and legal mandates and notifications related to the Contract and the resulting business relationship. The contractor shall provide such Agent's registered agent location address within Connecticut to CRDA prior to the execution of the Contract and shall maintain such Agent throughout the term of the Contract.

19. Labor and Personnel. At all times, Contractor shall utilize approved, qualified personnel and any CRDA approved subcontractors necessary to perform the services under this Contract. Contractor shall advise CRDA promptly, in writing, of any labor dispute or anticipated labor dispute or other labor related occurrence known to Contractor involving Contractor's employees or subcontractors which may reasonably be expected to affect Contractor's performance of services under this Contract. CRDA may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to CRDA to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to CRDA for any economic detriment caused CRDA by such subcontract arrangement. Contractor shall, if requested to do so by CRDA, reassign from CRDA's account any employee or authorized representatives whom CRDA, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, CRDA shall give ten (10) days' notice to Contractor of the CRDA's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy CRDA that the employee should not be reassigned; however, CRDA's decision in its sole discretion after such five (5)

day period shall be final. Should the CRDA still desire reassignment, then five (5) days thereafter, or ten (10) days from the date of the notice of reassignment, the employee shall be reassigned from CRDA's account.

20. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, to the extent applicable, during the term of the Contract. CRDA may Terminate the Contract if the Contractor fails to comply with the Act.

SCHEDULE B
PREVAILING WAGE RATES

Attached