

## Supplementary Conditions of the Contract for Construction for Design-Bid-Build (D-B-B)

These Supplementary Conditions of the Contract for Construction for Design-Bid-Build (D-B-B) ("Supplementary Conditions") modify the State of Connecticut, Department of Administrative Services, Construction Services, Section 00 72 13 General Conditions of the Contract for Construction for Design-Bid-Build (D-B-B) (Rev. 03.07.2023) ("General Conditions"), as indicated below. All provisions which are not so modified remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions, have the meanings assigned to them in the General Conditions.

### TABLE OF CONTENTS:

**DELETE** the title for **Article 28** in its entirety.

**ADD** the title for **Article 28** as follows:

**28**     **Progress Payments**

### ARTICLE 1: DEFINITIONS:

**DELETE** Subsection **1.4** in its entirety.

**ADD** Subsection **1.4** as follows:

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

### ARTICLE 4: COMMENCEMENT AND PROGRESS OF WORK:

**DELETE** Subsection **4.10** in its entirety.

**ADD** Subsection **4.10** as follows:

- 4.10**     The Contractor shall employ a competent Superintendent and necessary assistants who will be in attendance at the project site during the performance of the Work. **This person may also be the Project Site Safety Officer, if designated by the Owner and Architect.**

### ARTICLE 9: MINIMUM WAGE RATES:

**DELETE** Subsection **9.1** in its entirety.

**ADD** Subsection **9.1** as follows:

- 9.1**     In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies **to all public works projects, including contracts for off-site custom fabrication:**

"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday."

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

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## ARTICLE 11: CONSTRUCTION SCHEDULES:

**DELETE Subsection 11.4** in its entirety.

**ADD Subsection 11.4** as follows:

**11.4** Requisitions for **progress** payments will not be processed until the Contractor has complied with this requirement.

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## ARTICLE 13: COMPENSATION FOR CHANGES IN THE WORK:

**DELETE Subsections 13.6.1.4 and 13.6.1.5** in their entirety.

**ADD Subsection 13.6.1.4 Rented or Owned Equipment** as follows:

**13.6.1.4 Rented or Owned Equipment:** (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Contractor owned equipment or rented equipment is reimbursed at the applicable FHWA rental rate determined from the EquipmentWatch Cost Recovery database (formerly known as Rental Rate Blue Book" available from Penton Business Media dba EquipmentWatch. The maximum hourly rate used in paying for Contractor-owned or rented equipment is the applicable monthly rate in the Cost Recovery database divided by 176 (176 working hours per month). These rates take into consideration all costs other than operator labor costs however extraordinary operating expendables may be reimbursed. To obtain payment for operating expendables the Contractor must provide satisfactory documentation of their actual cost.

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**DELETE Subsection 13.9.1** in its entirety.

**ADD Subsection 13.9.1** as follows:

**13.9.1** Issue a Construction Change Directive for the Additional or Deleted Work. The amount of compensation shall be computed by the actual net costs to the Contractor determined by time and material or Unit Prices based upon the same information required in Subparagraphs **13.6.1.1 through 13.6.1.4:**

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

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

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

**13.9.1.3.1 Workers Compensation.**

**13.9.1.3.2 Federal Social Security.**

**13.9.1.3.3 Connecticut Unemployment Compensation.**

**13.9.1.3.4 Fringe Benefits.**

**13.9.1.4 Rented or Owned Equipment:** (Used directly on the Work and by the Contractor's or Subcontractor's own forces). Contractor owned equipment or rented equipment is reimbursed at the applicable FHWA rental rate determined from the EquipmentWatch Cost Recovery database (formerly known as Rental Rate Blue Book" available from Penton Business Media dba EquipmentWatch. The maximum hourly rate used in paying for Contractor-owned or rented equipment is the applicable monthly rate in the Cost Recovery database divided by 176 (176 working hours per month). These rates take into consideration all costs other than operator labor costs however extraordinary operating expendables may be reimbursed. To obtain payment for operating expendables the Contractor must provide satisfactory documentation of their actual cost.

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## ARTICLE 19: PROTECTION OF THE WORK, PERSONS AND PROPERTY:

**DELETE Subsection 19.5** in its entirety.

**ADD Subsection 19.5** as follows:

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

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## ARTICLE 25: ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER:

**DELETE Subsection 25.1** in its entirety.

**ADD Subsection 25.1** as follows:

- 25.1** The Commissioner hereby declares that the **DAS/CS** Project Manager is the Commissioner's authorized representative to act in matters involving **this Contract**; to settle disputes between the Contractor and the Construction Administrator; and act on behalf of the Commissioner. In all such matters, the provisions of Articles 13 and 14 herein shall guide the **DAS/CS** Project Manager. **The DAS/CS Project Manager is not empowered to revoke, alter, enlarge, or relax any requirements as detailed within the articles of this Section 00 72 13 General Conditions Of The Contract for Construction for Design-Bid-Build.**

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## ARTICLE 27: SCHEDULE OF VALUES, APPLICATION FOR PAYMENT:

**DELETE Subsection 27.1** in its entirety.

**ADD Subsection 27.1** as follows:

- 27.1** Immediately after the signing of the Contract, the Contractor shall furnish for the use of the Commissioner, as a basis for estimating **progress** payments, a certified Schedule of Values, totaling the Contract Sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work. Upon request of the Commissioner, the Contractor shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

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## ARTICLE 28: PARTIAL PAYMENTS:

**DELETE the title of Article 28** in its entirety.

**ADD the title of Article 28** as follows:

### **28        PROGRESS PAYMENTS**

**DELETE Subsection 28.3.10** in its entirety.

**ADD Subsection 28.3.10** as follows:

- 28.3.10** Contractor is compliant with **the Commission on Human Rights and Opportunities (CHRO)** provisions of the contract.

**DELETE Subsection 28.3.11** in its entirety.

**ADD Subsection 28.3.11** as follows:

- 28.3.11** Pursuant to C.G.S. Sec. 4a-101, **as amended**, the General Contractor shall compile evaluation information during the performance of the contract on each of its subcontractors who are performing work with a value in excess of **one million dollars (\$1,000,000.00)**. The General Contractor shall complete and submit to the State of Connecticut Department of **Administrative Services/Construction Services (DAS/CS)** evaluations of each such subcontractor upon fifty percent (50%) completion of the project and upon Substantial Completion of the project. The General Contractor acknowledges that its failure to complete and submit these evaluations in a timely manner may, by statute; result in a delay in project funding and, consequently, payment to the General Contractor.

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## ARTICLE 36: FOREIGN MATERIALS:

**ADD Subsection 36.4 Build America, Buy America Act**, as follows:

- 36.4    Build America, Buy America Act:** In accordance with the Build America, Buy America Act (BABA) of 2021, all non-federal entities who receive Federal Financial Assistance obligated on or after the effective date of October 23, 2023 for an infrastructure project, are subject to the provisions of BABA. The **"Buy America Preference"** provisions of BABA dictate that, absent a waiver, none of the funds made available for a Federal Award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.
- The Build America, Buy America Act means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Public Law 117–58).
- See page 1 of Section 00 11 16 *Invitation to Bid* or Section 00 41 00 *Bid Proposal Form* for applicability. Additional details can be found in Section 00 21 13 *Instructions to Bidders*, Section 00 41 00 *Bid Proposal Form*; and Section 00 73 73 *Build America, Buy America Act Requirements for Projects with Federal Financial Assistance*.

**APPENDIX 1:**

DELETE Appendix 1 in its entirety.

ADD Appendix 1 as follows:

**Appendix 1**

Connecticut Department of Administrative Services		7048 General Contractor (GC) Retainage Reduction Request	
		Page 1 of 1	
<b>Department of Administrative Services / Construction Services (DAS/CS)</b> 450 Columbus Blvd, Hartford, CT 06103 <b>General Contractor (GC) Retainage Reduction Request</b>			
Date:	Insert		
To DAS/CS Project Manager (PM):	Insert	Suite:	1201
From General Contractor (GC):	Insert		
DAS/CS Project Number:	Insert		
DAS/CS Project Title:	Insert		
DAS/CS Project Location:	Insert		
Subject:	Retainage Reduction		
Current % Project Completed:	Insert %		
Current % Retained:	Insert %		
In accordance with the Commission on Human Rights and Opportunities (CHRO) Regulations of Connecticut State Agencies (R.C.S.A.) Section 46a-68j-26(a) and Connecticut General Statutes (C.G.S.) Section 46a-68d:			
General Contractor Name			
hereby requests a two percent (2%) reduction in retainage from ##.# % to ##.# %			
<input type="checkbox"/>	Based upon receipt of the attached CHRO Approval Letter dated: Date		
<input type="checkbox"/>	CHRO Approval Letter (attached).		
<input type="checkbox"/>	CHRO Plan (attached).		
<input type="checkbox"/>	Based upon receipt of the attached CHRO Release of 2% Retainage Letter dated: Date		
<input type="checkbox"/>	CHRO Release of 2% Retainage Letter (pending approval of CHRO Plan) (attached).		
In accordance with the General Conditions, Article 28 Progress Payments,			
General Contractor Name			
hereby requests a reduction of retainage from ##.# % to ##.# %.			
The following list of items required under the General Conditions is in compliance with the terms of the contract and has been verified by the General Contractor (GC):			
<input type="checkbox"/>	DAS Construction Services Contractor Performance Evaluation Score is a minimum of Sixty Percent (60%).		
<input type="checkbox"/>	Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and a prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate basis for progress of the Work.		
<input type="checkbox"/>	Timely and proper submission of required Contract Document submissions including but not limited to Shop Drawings, material certificates, material samples and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate progress of the Work.		
<input type="checkbox"/>	Proper and adequate supervision and home office support of the Project.		
<input type="checkbox"/>	The Work completed to date has been installed or finished in a manner acceptable to the Owner.		
<input type="checkbox"/>	The progress of the Work is consistent with the approved CPM Schedule.		
<input type="checkbox"/>	All approved credit Change Orders have been invoiced.		
<input type="checkbox"/>	Change Order requests for pricing are current.		
<input type="checkbox"/>	The Contractor is maintaining a clean worksite in accordance with the Contract Documents.		
<input type="checkbox"/>	All Subcontractor payments are current at the time of reduction request.		
<input type="checkbox"/>	GC is in compliance with CHRO provisions of the contract.		
<b>General Contractor Certification:</b>			
	(Written Name)	(Signature)	(Date)
<b>Project Manager Recommendation:</b>			
	(Written Name)	(Signature)	(Date)
<b>ADPM Approval:</b>			
	(Written Name)	(Signature)	(Date)
END			
CT DAS 7048 (Rev. 07.01.2025)		7000 Construction Phase Forms	

End of Section 00 72 13.1  
Supplementary Conditions Of The Contract For Construction  
For Design-Bid-Build (D-B-B)