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APPENDICES

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APPENDIX “C”	FEDERAL WAGE RATES
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APPENDIX “E”	STATE and FEDERAL REQUIRED CONTRACT PROVISIONS

PERMITS AND/OR PERMIT APPLICATIONS

BUILDING PERMIT – ANTICIPATED SEPTEMBER 2008

LIST OF DRAWINGS**GROVE STREET OVERPASS PLANS PREPARED BY PURCELL ASSOCIATES
DATED**

Sheet Number	Title
1	Title Sheet
2	Detailed Estimate Sheet
3	Project Area Reconstruction
4	MPT Plan & Construction Access
5	Miscellaneous Connecticut Detail Type "C", "C-L" & Drop Inlet Catch Basins
6	Miscellaneous Connecticut Detail Type "C" and "C-L" Catch Basin Tops and Curbs
7	R-B & MD-B End Anchors Type I & II
8	Guiderail Hardware R-B 350 & MD-B 350
9	R-B 350 Attachment Jersey Shape Parapet
10	Metal Beam Rail (R-B 350 & M-D 350)
11	Miscellaneous Details
12	Sedimentation Control System
13	Sedimentation Control System
14	32" Vertical Barrier Details
15	Typical Delineation & Delineator & Object Marker Details
16	Typical Construction Sign Supports and Channelizing Devices
17	Signs for Construction and Permit Operations
18	General Plan
19	Bridge Foundation and Existing Utility Plan
20	Bridge Elevation
21	Ramp Profiles & Quantities
22	Boring Log -1

LIST OF DRAWINGS**GROVE STREET OVERPASS PLANS PREPARED BY PURCELL ASSOCIATES
DATED**

Sheet Number	Title
23	Boring Log – 2
24	Boring Log -3
25	Pier 1 Plan & Elevation
26	Pier 2 Plan & Elevation
27	Pier 3 Plan & Elevation
28	Pier 4 Plan & Elevation
29	Drilled Shaft Details
30	Pier Details
31	Framing Plan
32	Beam Details – 1
33	Beam Details – 2
34	Beam Bearing Details I
35	Beam Bearing Details II
36	Slab Plan
37	Concrete Slab Details -1
38	Concrete Slab Details -2
39	Typical Cross Section & Drainage Plan
40	Slab Details & Elevations
41	Diaphragm Details
42	Drainage Details
43	Expansion Joint Details At CSC
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LIST OF DRAWINGS**GROVE STREET OVERPASS PLANS PREPARED BY PURCELL ASSOCIATES
DATED**

Sheet Number	Title
45	Miscellaneous Details
46	Overpass Architectural Plan & Elevation
47	Overpass Security Fence Details
48	Misc. Architectural Details
49	Prefabricated Expansion Joint Details & Sections
50	Misc. Architectural Details
51	Demolition and Reconstruction Notes
52	Parking Level 1 Electrical Proposed Plan
53	Bridge Electrical Layout
54	Miscellaneous Electrical Details
55	Drainage Pipe Freeze Protection
56	Mechanical General Notes, Symbols and Abbreviations
57	Parking Level 1 Mechanical Proposed Plan
58	Parking Level 2 mechanical Proposed Plan
59	Exhibit/Bridge Mechanical Proposed Plan
60	Suggested Bridge Snow Melt Tubing Plan
61	Mechanical Details
62	Mechanical Details
63	Mechanical Details
64	Mechanical Schedules
65	Site Plan with Environmental Sample Locations State Project No. 63-628
66	Environmental Details (Project and WSA Locus, WSA Construction)

LIST OF DRAWINGS	
GROVE STREET OVERPASS PLANS PREPARED BY PURCELL ASSOCIATES DATED	
Sheet Number	Title
507A	Manhole, Frame & Cover
507-K	Catch Basin Frames and Grates
601-A	Figures for Dates on Bridge Parapets
821-A	Precast Concrete Barrier Curb
822-A	Temporary Precast Concrete Barrier Curb

**LEGAL NOTICE
ADVERTISEMENT FOR BIDS**

**BID 63-628
GROVE STREET OVERPASS
IN THE CITY OF HARTFORD CT**

NOTICE TO CONTRACTORS:

Sealed bids for the construction of the above project must be received by the State of Connecticut, Office of Policy and Management ("OPM") Adriaen's Landing/Rentschler Field Project Office, 100 Columbus Boulevard Suite 501, Hartford CT 0610, Attention: Kimberly Hart, from 9:00 a.m. until 2:00 p.m. on August 21, 2008 after which time they will be publicly opened and read in OPM/CCEDA conference room located on the 5th floor, Connecticut Convention Center, 100 Columbus Boulevard, Hartford CT 06103.

Bidders are advised that Connecticut Department of Transportation ("DOT") Prequalification is required. Bids received from bidders that have not been DOT Prequalified will not be considered.

Plans, specifications and documents for the above project may be examined at the following locations: 1) Office of Policy and Management, Adriaen's Landing/Rentschler Field Project Office, 100 Columbus Boulevard Suite 501, Hartford CT (860-251-8142) (F 860-251-8143) and 2) Joseph Merritt & Co., Inc., 650 Franklin Avenue, Hartford CT 06114 (860-296-2500) (F 860-947-3288).

The project consists of constructing the Grove Street Pedestrian Overpass (the "Connector"). The Connector will be a 3-span continuous composite precast concrete beam structure approximately 268 feet in length and 30 feet in width. It will include landscaping, lighting and pedestrian amenities. It will be supported on four piers, each bearing on two 6-foot diameter continuous concrete columns socketed into rock. The Connector is designed to provide for continuous pedestrian movement along the esplanade level of the Connecticut Convention Center ("CCC"), across the proposed Connector, along the plaza of the Connecticut Science Center ("CSC") and to the Riverfront Recapture plaza adjoining the Founders Bridge. The Connector will also serve as an Area of Safe Haven for CSC emergency egress. The CSC and its related garage are currently under construction. Construction of the Connector will be tightly coordinated with and scheduled to complement that work.

The minimum rates to be paid labor of the various classifications shall be in accordance with current schedule of wages established by the State Labor Commissioner as provided in the General Statutes of Connecticut, as revised.

Copies of project plans and specifications may be purchased (nonrefundable) from Joseph Merritt & Co., Inc., 650 Franklin Avenue, Hartford, CT, Phone: (860) 296-2500, Fax: (860) 947-3288.

All bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the work will be or is now being performed and the successful bidder shall employ, as far as possible, such methods and means in the carrying out of this work as will not cause interruption or interference with any other contractor.

Notes:

Each Bid (Proposal) shall be accompanied by a Bid (Proposal) Guarantee in the form of a Bid Bond, certified in an amount not less than 10% of the bid inclusive of Bid Add Alternates.

The successful bidder is required to comply with all provisions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act of 1972, Executive Orders 3, 17, 11246, 11375, 11478, various State and Federal Provisions and, if applicable, the Connecticut Fair Employment Practice Law, and the current State of Connecticut Prevailing Wage Rates.

The goal for Disadvantaged Business Enterprise (DBE) participation in this contract has been established at thirteen (13) percent of the contract value. The DBE firms must be currently certified as DOT-certified DBE's. The successful bidder must indicate the disadvantaged business enterprise(s) it intends to utilize to achieve the above stated percentage prior to award of the contract.

OPM reserves the right to reject any or all bids and to waive any or all informalities or technical defects, if it is deemed by OPM to be in its best interests.

The successful bidder will need to provide a 100% Performance Bond and a 100% Labor & Materials bond for this project.

No bidder may withdraw its bid within ninety (90) days from the actual date of bid opening. If for some reason a contract cannot be awarded within the specified period, the time may be extended by mutual agreement between OPM and the designated low bidder.

INFORMATION FOR BIDDERS

ITEM 1 – RECEIPT AND OPENING OF BIDS:

- A. The State of Connecticut, Office of Policy and Management (“OPM”) invites sealed bids, for the work specified in the Advertisement for Bids. This invitation for bids is for the complete construction of the project, together with all related incidental and appurtenant work as described in the Specifications and as shown on the Drawings. Bids will be received by OPM at the place and until the date and time specified in the Advertisement for Bids and will then be publicly opened and read aloud.
- B. OPM may consider incomplete any bid not prepared and submitted in accordance with the provisions specified herein. OPM may waive any informalities in the bid, but it shall reject any and all bids not received prior to the specified date and time or at the specified location.
- C. No bidder may withdraw a bid within ninety (90) days after the date of opening thereof.

ITEM 2 – SUBMISSION OF BID:

- A. To have the bid qualify for consideration by OPM, bidders shall submit the following fully executed documents (1-original and 4-copies):
 - 1. Bid (Proposal)
 - 2. Schedule of Prices
 - 3. Listing of Proposed Subcontractors
 - 4. Contractor’s Wage Certification Form
 - 5. Non-Collusion Affidavit of Bidder
 - 6. Certificate of Contractor’s Insurance Company
 - 7. Bid Guarantee
 - 8. State Agency Vendor Form
 - 9. Taxpayer Identification and Certification Form (IRS Form W-9) – Available at <http://www.irs.gov/>
 - 10. OPM Vendor/Bidder Profile Sheet (OPM-A-15, JUN-08)
 - 11. Consulting Agreement Affidavit
 - 12. Affirmation of Receipt of State Ethics Laws Summary
 - 13. Acknowledgement of any Addenda received (Indicate in space provided on Bid Form)
- B. All bids shall be submitted on the required bid forms and all blank spaces, including all bid prices, shall be completely filled in, in ink or typewritten. Prices shall be stated in words and in figures (in case of discrepancy words shall govern). The bidder shall state the proposed price for each of the components of the work and the total price and this shall serve as the basis for the comparison of the bids exclusive of the alternates (See Item 8 – Procedure for Determining Lowest Responsible Qualified Bidder). Each price quoted shall cover all expenses related and incidental to the completion of that aspect of the work, in full compliance with the Contract Documents, Specifications and Drawings.
- C. For the purposes of this project, the “Contract Documents” shall consist of the Personal Services Agreement to be awarded by OPM, as well as:
 - a) Agreement (page 46 of this document)
 - b) Bid (Proposal)
 - c) Advertisement for Bids
 - d) Information for Bidders
 - e) General and Special Conditions
 - f) State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction, Form 816 as Supplemented by Special Provisions and 816 Supplements (“Form 816”)(See <http://www.ct.gov/dot/cwp/view.asp?a=1385&Q=275956&dotPNavCtr=41877/#41878>)
 - g) Drawings
 - h) Notice of Award
 - i) Notice to Proceed
 - j) Documents to be included with Agreement:

- i. Bid (Proposal)
- ii. Schedule of Prices
- iii. Listing of Proposed Subcontractors
- iv. Non-Collusion Affidavit of Bidder
- v. Contractors Wage Certification Form (if applicable)
- vi. Insurance Certificates
- vii. Acknowledgement of any addenda received
- viii. 100% Performance Bond & 100% Labor & Material Bond
- ix. Technical Specifications
- x. Appendix "A" Grove Street Overpass Special Provisions
- xi. Appendix "B" Prevailing Wage Rates
- xii. Appendix "C" Federal Wage Rates
- xiii. Appendix "D" Supplements to Form 816
- xiv. Appendix "E" State and Federal required contract provisions

- D. Any corrections, erasures or other changes in the bid shall be initialed by the bidder.
- E. Prior to executing the bid, the bidder shall satisfy itself on the accuracy of the estimated quantities in the Schedule of Prices by examining the site and reviewing the Drawings and Specifications including any Addenda. After the bid has been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities or work or the nature of the work to be done. The bid shall be signed by the bidder or by an agent or officer of the bidder fully authorized to act on its behalf and to bind it.
- F. Each bid shall be submitted in a sealed envelope addressed to:

Kimberly Hart
Office of Policy and Management
Adriaen's Landing/Rentschler Field Project Office
100 Columbus Blvd, Suite 501
Hartford, CT 06103

On the outside of the envelope the words "BID 63-628 GROVE STREET OVERPASS IN THE CITY OF HARTFORD, STATE PROJECT #63-628, HARTFORD, CT" printed in red in the center of the envelope.

In the upper left corner of the envelope there shall be entered the name and address of the Bidder.

Bids submitted by fax or e-mail shall not be accepted by OPM.

ITEM 3 – INFORMATION:

- A. The Contract Documents shall contain the information required for the construction of the Project. No statements by any officer or employee of the State or OPM's Project Manager, Waterford Development, LLC, shall relieve the bidder from fulfilling any and all conditions of the Contract Documents. No interpretation of the meaning of the drawings, specifications or other bid documents shall be made to any bidder orally. Any request for information or interpretation shall be made in writing and addressed to Kimberly Hart, Office of Policy and Management, 100 Columbus Blvd, Suite 501, Hartford, CT, 06103 and shall be submitted at least ten (10) days prior to the date for the opening of bids.
- B. Any Addenda shall be sent in writing, by certified mail, return receipt requested, not later than five (5) days prior to the bid opening date, to all individuals and organizations who have obtained bidding documents. The Addenda shall be part of Contract Documents. Bidder must acknowledge receipt of addenda (See Section "Schedule of Prices").
- C. A Personal Services Agreement for the project will be entered into by the successful bidder and OPM. Such Personal Services Agreement shall be part of the Contract Documents defined in Item 2, subsection C. above. The State DOT Standard Specifications for Roads, Bridges, and Incidental Construction, Form 816, 2004 as supplemented, along with the contract drawings and supplemental specifications contained herein will detail the general requirements for materials, methods of installation, measurement and basis of payment to be required in this project. (See <http://www.ct.gov/dot/cwp/view.asp?a=1385&Q=275956&dotPNavCtr=41877/#41878>)

Any references to the “State of Connecticut”, “Department”, “Commissioner”, “Engineer”, or other terms indicating the State of Connecticut and its agents as a party to the Contract Documents shall for this project mean the Office of Policy and Management (OPM) and its designated agents or employees.

Where insurance is required to be carried in the name of the State of Connecticut and the State of Connecticut is to be held harmless, this shall be done in the name of OPM and OPM shall be held harmless. All policies shall have the State of Connecticut added as an additional insured.

It is the intent of these Contract Documents to maintain as applicable all standard requirements of Form 816, as supplemented, without attempting to redefine every term within the Form 816 to OPM. The bidder shall, therefore, be aware that OPM and its agents shall inspect and administrate these Contract Documents, make interpretations, determine the acceptability of the work and approve requests for payments. The bidder shall be responsible for the requirements stated in Form 816 and in the construction drawings.

All bidders must be willing to adhere to the following conditions and must positively state this in the submission by completing the OPM Vendor Profile Sheet (OPM-A-15, JUN-08).

- D. OPM is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. OPM is committed to complying with the Americans with Disabilities Act of 1990 (ADA) and does not discriminate on the basis of disability, in admission to, access to, or operation of its programs, services, or activities.
- E. All submissions in response to this bid are to be the sole property of OPM. The bidder is encouraged **NOT** to include in its submissions any information that is proprietary. All materials associated with this procurement process are subject to the terms of State laws defining freedom of information and privacy and all rules, regulations and interpretations resulting from those laws. The Connecticut Freedom of Information Act (FOIA) generally requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption. An example of an exemption is a “trade secret,” as defined by Connecticut General Statutes Section 1-210(b)(5)(A). Confidential information must be separated and isolated from other material in the submission and labeled **CONFIDENTIAL** and enclosed in a separate envelope.

If the bidder indicates that certain documentation, as required by this bid, is submitted in confidence, by specifically and clearly marking said documentation as **CONFIDENTIAL**, OPM will endeavor to keep said information confidential to the extent permitted by law. OPM, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information pursuant to a FOIA request. As set forth below, the bidder has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall OPM or any of its staff have any liability for disclosure of documents or information in the possession of OPM which OPM or such staff believes to be required pursuant to the FOIA or other requirements of law.

IMPORTANT NOTE: If the information is not readily available to the public from other sources and the bidder submitting the information requests confidentiality, then the information generally is considered to be “given in confidence.” A convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 1-210(b) of the Connecticut General Statutes shall be prepared by the bidder and shall accompany the submission. The rationales and explanation shall be simply stated in terms of the prospective harm to the competitive position of the bidder that would result if the identified information were to be released, and the bidder shall state the reasons why it believes the materials are legally exempt from release pursuant to Section 1-210(b) of the Connecticut General Statutes.

- F. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of the bid is to be the sole property of OPM.
- G. OPM may amend or cancel this bid or modify the schedule, prior to the due date and time, if OPM deems it to be necessary, appropriate or otherwise in the best interests of OPM. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a bid not being considered.
- H. Any costs and expenses incurred by the bidder in preparing or submitting submissions are the sole responsibility of the bidder.
- I. A bidder must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the submission.

- J. No additions or changes to the original submission will be allowed after submission. While changes are not permitted, clarification of submissions may be required by OPM at the bidder's sole cost and expense.
- K. The bidder represents and warrants that the submission is not made in connection with any other bidder and is in all respects fair and without collusion or fraud. The bidder further represents and warrants that they did not participate in any part of the bid development process, had no knowledge of the specific contents of the bid prior to its issuance, and that no agent, representative or employee of the State participated directly in the bidder's submission preparation.
- L. All responses to the bid must conform to this instruction. Failure to include any required signatures, provide the required number of copies, meet deadlines, answer all questions, follow the required format, or failure to comply with any other requirements of this bid may be considered appropriate cause for rejection of the response.
- M. The bidder accepts OPM's Standard Personal Services Agreement (PSA) Language. A copy of such language accompanies this bid.
- N. This bid is not an offer and neither this bid nor any subsequent discussions shall give rise to any commitment on the part of OPM or confer any rights on any bidder unless and until a Personal Services Agreement is fully executed by the necessary parties. The Contract Documents, including the Personal Services Agreement, will represent the entire agreement between the bidder and OPM and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. OPM shall assume no liability for payment of services under the terms of the Contract Documents until the successful bidder is notified that the Personal Services Agreement has been accepted and approved by OPM. The Contract Documents may be amended only by means of a written instrument signed by OPM and the bidder.
- O. Pursuant to Connecticut General Statutes § 4a-81, bids or submissions for state contracts with a value of \$50,000 or more in a calendar or fiscal year, excluding leases and licensing agreements of any value, shall include a **Consulting Agreement Affidavit** attesting to whether any consulting agreement has been entered into in connection with the bid or submission. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "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 contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.
- P. Pursuant to Connecticut General Statutes § 1-101qq, bids or submissions for a large state construction or procurement contract shall include an **Affirmation of Receipt of Summary of State Ethics Laws** affirming that the key employees of such bidder have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building. Furthermore, pursuant to Pursuant to Connecticut General Statutes § 1-101qq, the successful bidder shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. The successful bidder shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. The successful bidder shall supply such affirmations to OPM promptly.
- Q. With regard to a State contract as defined in P.A. 07-1 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 bid in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

ITEM 4 – MODIFICATION/WITHDRAWAL OF BID:

- A. OPM may amend or cancel this bid or modify the schedule, prior to the due date and time, if OPM deems it to be necessary, appropriate or otherwise in the best interest of OPM. Failure to acknowledge receipt of amendments, in accordance with the instructions contained in the amendments, may result in a firm's submission not being considered. Bids may be withdrawn at any time prior to the time of the bid opening. Such withdrawal may be done by person, letter or telegraphic communication so long as the statement, letter or communication is received by OPM prior to the actual time of opening the bids.

ITEM 5 – BIDDER QUALIFICATIONS:

- A. Prerequisite for Bid 63-628 is for the Contractor to be listed on the Connecticut Department of Transportation Prequalified list of Contractors prior to Bid Opening. Bids received from any bidder not listed on the Connecticut Department of Transportation list shall not be considered.

ITEM 6 – UNIT PRICES:

- A. The unit price for each of the items in the proposal of each bidder shall include its pro-rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. The quantities shown in the Bid (Proposal) are approximate estimated quantities only and are given only as a basis of calculation upon which the award of the contract is to be made. OPM does not assume any responsibility that these quantities shall remain unchanged in the actual construction, and the Contractor shall not plead misunderstanding or deception because of any variation between estimated and final quantities. The unit price bid shall also include an allowance for increased prices due to changed market conditions during the period of the Personal Services Agreement. Any bid not conforming to these requirements may be rejected. The special attention of all bidders is called to these provisions, for should conditions make it necessary to revise the quantities based on the Engineer's estimate, OPM and Contractor shall negotiate both revised quantities and unit prices.
- B. All unit price work will include the cost of performing any incidental work not specifically covered by the unit description, but necessary or convenient for the completion of the unit price work (i.e. Any excavation will include any necessary pumping and sheeting/shoring unless there are separate contract unit prices for pumping and sheeting/shoring).

ITEM 7 – ALTERNATES:

- A. Additive Alternates Definition: An Additive Alternate is defined as a specific scope of work, products, materials, equipment or systems for the work not included in the Base Bid work and which may, at OPM's option and under terms established herein, be selected and recorded in the Contract Documents to either supplement or displace basic requirements of the Contract Documents. Alternates may or may not substantially change scope and general character of the work; and must not be confused with "allowances", "unit prices", "change orders", "substitutions", and other similar provisions. The bid price for the Additive Alternate is not included in the Base Bid price.
- B. Additive Alternate Pricing: The bid price for the Additive Alternate shall include all cost associated with the change, omissions, additions or other adjustments to the work in the bid package described in the Alternate or reasonably inferred therefrom. The Additive Alternate bid price shall include the cost of all labor, materials, equipment, time extension or deletion, general conditions, general requirements, overhead, profit, insurance for the work. Claims for extras resulting from the acceptance or rejection of any Additive Alternate will not be allowed.
- C. Bidders must provide a bid for each Additive Alternate. If no bid is provided for any of the Additive Alternates contained in the Bid (Proposal) or if any bid for such an Alternate is obviously unbalanced either in excess of, or below reasonable fair market values, the entire bid will be considered nonresponsive, and the bid will be rejected.

ITEM 8 – PROCEDURE FOR DETERMINING LOWEST RESPONSIBLE, QUALIFIED BIDDER:

- A. OPM shall determine the “Lowest Responsible, Qualified Bidder” on the basis of the bidder submitting the lowest “Total Base Bid”; responsiveness of his proposal; and demonstrating a history of the ability and integrity necessary to perform the required work; and certifying that he can perform the required work in accordance with the Contract Documents.
- B. Bids will be compared on the basis of the Total Base Bid of the items listed in the Bid (Proposal), not including any of the Additive Alternate Bids. OPM reserves the right to include in the project contract, either before or after its signing, none, one, two, or all of the Additive Alternate Bids.
- C. See “Notice to Bidders – Base Bid and Additive Alternate Bids” in Appendix A for additional procedures to be followed by OPM to determine the “Lowest Responsible, Qualified Bidder”.
- D. If the lowest Total Base Bid exceeds the amount of funds available to finance the project, OPM reserves the right to increase or decrease any class, item or part of the work. OPM reserves the right to reject any and all bids if in its sole discretion it determines it is in the public interest to do so.
- E. After determining the Lowest Responsible, Qualified Bidder, OPM will issue a Notice of Award to such person.

ITEM 9 – RIGHTS RESERVED TO OPM:

OPM reserves the right to award in part, 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. OPM also reserves the right to waive technical defect, irregularities and omissions if, in its judgment, the best interest of OPM would be served.

OPM 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 OPM shall not constitute a breach of contract on the part of OPM 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 OPM and the bidder.

ITEM 10 – EXECUTION OF PERSONAL SERVICES AGREEMENT AND OTHER DOCUMENTS:

- A. The bidder designated by OPM as the Lowest Responsible, Qualified Bidder to whom the contract is awarded shall execute the Personal Services Agreement to be provided by OPM and submit the following documents:
 - 1. Performance Bond
 - 2. Labor and Materials (Payment) Bond. A Performance Bond and Labor/Materials Bond in the amount of 100% of the Contract price shall be required for assurance of performance of the contract; said Bonds shall be from a corporate surety approved by OPM and licensed to do business in Connecticut.
 - 3. IF AN OUT-OF-STATE CONTRACTOR, CERTIFICATION FROM THE CONNECTICUT SECRETARY OF STATE THAT THE BIDDER IS AUTHORIZED TO DO BUSINESS IN CONNECTICUT
 - 4. CERTIFICATE OF INSURANCE as defined in Article 10 of the General Conditions.
 - 5. COPY OF VALID LICENSE issued by the State of Connecticut, Department of Consumer Protection.
 - 6. Forms required under Section 6 of the Personal Services Agreement (see Standard OPM Personal Services Agreement Language)
- B. In the event that the Lowest Responsible, Qualified Bidder fails to execute the Personal Services Agreement or fails to provide the required documents within the time period prescribed, OPM, at its option, may consider the Lowest Responsible, Qualified Bidder to be in default, in which case the Bid Guarantee shall become the property of OPM.

ITEM 11 – SIGNING PERSONAL SERVICES AGREEMENT AND COMMENCING WORK:

- A. Within 15 days of receiving properly executed Performance Bond, Labor and Materials Bonds, and all other required documents executed by the designated lowest responsible qualified bidder, OPM and the Lowest Responsible, Qualified Bidder shall each sign the contract.
- B. The Notice to Proceed shall be issued by OPM immediately following its signing of the Personal Services Agreement.

ITEM 12 – TIME OF COMPLETION AND LIQUIDATED DAMAGES:

- A. The designated Lowest Responsible, Qualified Bidder shall commence work within ten (10) calendar days following receipt of the written Notice to Proceed by OPM and shall complete the entire project within the number of calendar days specified in the Contract Documents. The designated bidder shall pay liquidated damages in the amount specified in the Contract Documents for each consecutive calendar day thereafter for which the project is not yet complete.

ITEM 13 – BIDDERS' RESPONSIBILITIES:

- A. Prior to submitting a bid, each bidder shall inspect the entire project site and shall become familiar with the entirety of the Contract Documents. It shall be the responsibility of each bidder to inform itself thoroughly of the conditions relating to the project to the employment of subcontractors and laborers required. The failure of the bidder to so inform itself shall not relieve the bidder from any obligation relating to the bid. In addition, prior to submitting a bid, each bidder by its own investigation, shall familiarize itself with the nature and location of the work, tightness of work area, and soil bearing information.

ITEM 14 – SUBSURFACE SOIL CONDITIONS:

- A. The Contract Documents include both boring and test pit data in the area of drilled shaft foundations. However, OPM does not guarantee the accuracy of the subsurface information provided in the Contract Documents. OPM does not make any representation as to the soil conditions. The bidder shall be totally responsible for the complete inspection of the work site and assume all risk as to the nature and behavior of the soils which will be encountered including any difficulties which may be due to unfavorable conditions, whether or not apparent upon inspection or disclosed in the process of carrying out the work.

ITEM 15 – LAYOUT OF WORK:

- A. The Contractor shall stakeout all work. See Technical Specifications (Construction Staking) for further requirements. It is the Contractor's responsibility to notify "Call Before You Dig" prior to any excavation and to abide by all regulations in their entirety.

ITEM 16 – CONTRACT LIMITS:

- A. The contract limits shall be those as shown on the plans and indicated by the limit of grading. All site work within the contract limits is contained in the contract unless specifically noted otherwise on the plan. All areas disturbed by the Contractor shall be returned to existing conditions or installing topsoil and seed as indicated on the plan or Technical Specifications.

ITEM 17 – SALES TAX:

- A. All materials and equipment supplied to the job site, and all on site work is exempt from Connecticut State Sales Tax. The Contractor shall purchase all materials and supplies required for completion of the work specified in the Contract

ITEM 18 – WORK AND STORAGE SITES:

- A. As shown on drawing MPT-1, the small parking lot North of the Connecticut Convention Center, West of Pier 1 will be made available to the Project, for office trailers. The Contractor shall provide an office trailer, toilet facilities and parking for the exclusive use of DOT pursuant to Special Provisions Section 0969002A in this area. The balance of the space can be used by the Contractor for an office trailer and additional parking as space permits. The Contractor shall submit a layout plan for use of this space to the Engineer for approval. At the Contractor's option, power for the office trailers can be taken from a Panel located in Room # 1055 on level P1 of the Connecticut Convention Center (See Drawing # E-1 for location). If the Contractor chooses to take power from the Connecticut Convention Center, the Contractor will provide all temporary wiring and will be invoiced by the Connecticut Convention Center a flat fee of \$350 per month for each trailer. The Contractor, totally at his own expense, shall obtain necessary areas to be used for additional construction office trailers (if needed), equipment or for storage and stockpiling of construction materials, excluding excavated materials designated to be transported to the Waste Stockpile area at the DOT Staging Area (see Drawing Env-2). All areas are to be approved prior by OPM. Contractor shall be responsible for any theft, vandalism, or damage to materials.

ITEM 19 – ENVIRONMENTAL MATTERS:

- A. State regulatory agencies may have jurisdiction over portion of the project and permits relating to the construction may be required. OPM shall obtain all necessary environmental permits, and the Contractor is to comply with any and all permits. It shall be the responsibility of the Contractor to notify any of said government agencies as listed on the Permits, prior to any work. The Contractor will be responsible for the proper off-site disposal of said materials as required by law and detailed in the Contract Documents.

ITEM 20 – APPLICABLE LAWS AND REGULATIONS:

- A. Applicable laws and regulations relating to employment practices, nondiscrimination, safety and health regulations shall be complied with by the Contractor. The Contractor shall be responsible for subcontractors adhering to these policies.

ITEM 21 – SUBCONTRACTS:

- A. Each bidder, with his bid, shall submit a list of all subcontractors proposed to be used by the bidder in performing the work specified in the Contract Documents. Each such subcontractor shall:
1. Be approved by OPM;
 2. Submit appropriate certification regarding compliance with Equal Employment Opportunities; and
 3. Submit appropriate certificates of insurance in compliance with item 3-C.

NOTE:

- a) IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AWARDED THIS WORK, TO SECURE ITEMS LISTED IN #2 AND #3 AND FORWARD THEM TO OPM.
- b) SHOULD THE CONTRACTOR'S BID EXCEED THE STATE REQUIRED TOTAL PROJECT COST, IT SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR TO ADHERE TO PREVAILING WAGE REGULATIONS FOR NOT ONLY THE CONTRACTOR BUT ALL SUBCONTRACTORS. CONTRACTORS SHALL COLLECT AND RETAIN ALL WAGE STATEMENTS FOR THE CONTRACTOR AND SUBCONTRACTORS.
- c) THE CONTRACTOR AWARDED THE BID SHALL COLLECT AND RETAIN ALL WAGE CERTIFICATION STATEMENTS FOR THE CONTRACTOR AND SUBCONTRACTORS AND SHALL PROVIDE COPIES OF SAID DOCUMENTS TO OPM AND THE STATE DEPARTMENT OF LABOR.

ITEM 22 – BID GUARANTEE:

- A. Each bid shall be accompanied by a Bid Bond in an amount not less than 10 percent (10%) of the bid.
- B. Within (5) days after the date of the bid opening, OPM will return the bid guarantees of all bidders except the three (3) lowest responsible, qualified bidders. After the Personal Services agreement is executed, the bid guarantees of the two (2) remaining unsuccessful bidders will be returned. The bid guarantee of the successful bidder shall be retained until the Contract Documents, including the Payment Bond and Performance Bond have been executed and approved, after which the bid guarantee will be returned.

BID 63-628 CONTRACT SUPPLEMENT (PROPOSAL)
GROVE STREET OVERPASS
STATE PROJECT #63-628, FEDERAL AID PROJECT #H161 (002 (correspondence shows 001?))
IN THE CITY OF HARTFORD, CT

Ms. Kimberly Hart
Office of Policy and Management
100 Columbus Boulevard, Suite 501
Hartford, CT 06103

RE: Bid (Proposal) of: _____
(hereinafter called "Bidder"), a corporation organized and existing under the laws of the State of
_____ a partnership, or and individual doing business as:
_____.*

Ms. Hart:

The Bidder, in compliance with your Advertisement for Bids for the above designated project and having thoroughly examined the Plans and Specifications and the site of the proposed work, hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else required or necessary in order to construct the complete project in strict accordance with the contract documents, within the time set forth hereinafter and for the prices stated below. Prices cover all expenses incurred in performing the work that is required by the contract documents of which this bid is a part.

In the case of a joint bid, by submission of this bid, each party to the joint bid certifies that the bid has been prepared independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or competitor.

Bidder hereby agrees to commence work under these Contract Documents on the date to be specified in the Notice to Proceed and to fully complete the project within 410 consecutive calendar days after all State, Local, and Federal approvals have been met. Bidder further agrees to pay as liquidated damages, the sum of one thousand three hundred (\$1,300.00) dollars for each consecutive calendar day thereafter as provided in the General Conditions.

Bidder acknowledges receipt of the following Addenda:

No. ____ Date: __/__/__	No. ____ Date: __/__/__
No. ____ Date: __/__/__	No. ____ Date: __/__/__
No. ____ Date: __/__/__	No. ____ Date: __/__/__

* Insert the Corporation, Partnership, or Individual name as applicable.
Cross out non-applicable types.

In submitting this bid, the bidder acknowledges that:

1. The "Total Bid" price includes all labor, materials, transportation, hauling, bailing, shoring and bracing, demolition and removals, surveying and engineering, overhead, fees and insurance's, profit, and all other cost to cover the finished work of the several kinds called for in the Contract Documents. No additional payment of any kind in the form of a surcharge will be made for work accomplished under the lump sum prices, as bid.
2. Within fifteen (15) days of receiving properly executed Performance Bond, , Labor and Material Bond, and all other required documents executed by the designated Lowest Responsible Qualified Bidder, OPM shall provide Contractor with a Personal Services Agreement for signature . The bid security submitted with this bid will become the property of OPM in the event the Personal Services Agreement, bonds, and other Contract Documents are not executed within the time herein set forth as liquidated damages for the delay and additional expense to OPM caused thereby.
3. In regard to all conditions affecting the work to be done and the labor and materials to be furnished, this bid is based solely on the Bidder's investigations and findings and neither OPM nor the Engineer nor their officers, employees or agents shall be held responsible for the accuracy of , or be bound by, any information contained in these Contract Documents , including but not limited to soil boring information relative to rock, water or other subsurface conditions related to the work; that no warranty or representation has been made by OPM or the Engineer as to subsurface soil or rock conditions, ground water or other underground and similar conditions.

Bidder agrees to perform all the work described in the Contract Documents and Bidder's Technical Proposal for the "Total Bid" price amount shown on Schedule of Prices attached hereto.

This Bid Respectfully Submitted by:

IF A SOLELY OWNED COMPANY:

Company Name: _____
Address: _____
Town: _____
By: _____
Title: _____
Date: _____ day of _____
Telephone #: _____ Fax #: _____

IF A CORPORATION

Company Name: _____
Address: _____
Town: _____
By: _____
Title: _____
Date: _____ day of _____
Telephone #: _____ Fax #: _____

A corporation organized under the laws of _____, having officers as follows:

_____ President	_____ Secretary
_____ Vice President	_____ Treasurer

CORPORATE SEAL (if corporation)"

_____ Countersigned	_____ Fax Number
------------------------	---------------------

IF A PARTNERSHIP:

Company Name: _____
Address: _____
Town: _____
By: _____
Title: _____
Date: _____ day of _____
Telephone #: _____ Fax #: _____

A partnership doing business under the firm name and style of _____, composed of partners as follows:

_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Name & Title (if any)	_____ Name & Title (if any)
_____ Telephone Number	_____ Fax Number

This bid must bear the written signature of the Bidder. If the Bidder is a partnership, the bid must be signed by a partner. If the Bidder is a corporation, the bid must be signed by a duly authorized officer of such corporation, under the seal of the corporation.

SCHEDULE OF PRICES
BID 63-628 (PROPOSAL)
GROVE STREET OVERPASS
STATE PROJECT #63-628, FEDERAL AID PROJECT # H161 (002)
IN THE CITY OF HARTFORD, CT

BASE BID SCHEDULE OF PRICES

ITEM NUMBER	UNIT	ESTIMATED QUANTITY	BRIEF DESCRIPTION; (Unit Price Bid in both words and figures)	TOTAL FIGURES
0000180A	E.A	6	BENCHES _____ Dollars And _____ Cents (\$ _____)	\$ _____
0000181A	E.A.	8	WASTE RECEPTACLES _____ Dollars And _____ Cents (\$ _____)	\$ _____
0101000A	L.S.		ENVIRONMENTAL HEALTH AND SAFETY _____ Dollars And _____ Cents (\$ _____)	\$ _____
0101117A	C.Y.	875	CONTROLLED MATERIALS HANDLING _____ Dollars And _____ Cents (\$ _____)	\$ _____
0101128A	L.S.		SECURING, CONSTRUCTION AND DISMANTLING OF WASTE STOCKPILE AND TREATMENT AREA _____ Dollars And _____ Cents (\$ _____)	\$ _____
0101130A	TON	30	ENVIRONMENTAL WORK – SOLIDIFICATION _____ Dollars And _____ Cents (\$ _____)	\$ _____
0201001	L.S.		CLEARING & GRUBBING _____ Dollars And _____ Cents (\$ _____)	\$ _____
0202001	C.Y.	400	EARTH EXCAVATION _____ Dollars And _____ Cents (\$ _____)	\$ _____
0202315A	TON	875	DISPOSAL OF CONTROLLED MATERIALS _____ Dollars And _____ Cents (\$ _____)	\$ _____

0202318A	C.Y.	100	MANAGEMENT OF REUSABLE CONTROLLED MATERIAL _____ Dollars And _____ Cents (\$ _____)	\$
0202529	L.F.	410	CUT BITUMINOUS CONCRETE PAVEMENT _____ Dollars And _____ Cents (\$ _____)	\$
0202907A	L.S.		CONDITION SURVEY _____ Dollars And _____ Cents (\$ _____)	\$
0204210A	EST.	1	HANDLING CONTAMINATED GROUND WATER _____ Dollars And _____ Cents (\$ _____)	\$90,000.00
0205001	C.Y.	45	TRENCH EXCAVATION 0-4' DEEP _____ Dollars And _____ Cents (\$ _____)	\$
0205003	C.Y.	201	TRENCH EXCAVATION 0-10' DEEP _____ Dollars And _____ Cents (\$ _____)	\$
0209001	S.Y.	12	FORMATION OF SUBGRADE _____ Dollars And _____ Cents (\$ _____)	\$
0212001	C.Y.	4	SUBBASE _____ Dollars And _____ Cents (\$ _____)	\$
0214020	C.Y.	400	COMPACTED GRANULAR FILL _____ Dollars And _____ Cents (\$ _____)	\$
0219001	L.F.	1,100	SEDIMENTATION CONTROL SYSTEM _____ Dollars And _____ Cents (\$ _____)	\$
0406236	GAL.	70	MATERIAL FOR TACK COAT _____ Dollars And _____ Cents (\$ _____)	\$

0406272A	S.Y.	690	MILLING OF BITUMINOUS CONCRETE (0-4") _____ Dollars And _____ Cents (\$ _____)	\$
0406442	TON	90	SUPERPAVE 0.5000" _____ Dollars And _____ Cents (\$ _____)	\$
0503800A	L.S.		DEMOLITION AND REFINISHING _____ Dollars And _____ Cents (\$ _____)	\$
0507201	E.A.	1	TYPE "C-L" CATCH BASIN _____ Dollars And _____ Cents (\$ _____)	\$
0507771	E.A.	1	RESET CATCH BASIN _____ Dollars And _____ Cents (\$ _____)	\$
0507900A	E.A.	3	SPECIAL TRENCH DRAIN _____ Dollars And _____ Cents (\$ _____)	\$
0512110A	L.F.	260	6" PIPE FOR BRIDGE DRAINAGE (FIBERGLASS) _____ Dollars And _____ Cents (\$ _____)	\$
0512113A	L.F.	200	8" PIPE FOR BRIDGE DRAINAGE (FIBERGLASS) _____ Dollars And _____ Cents (\$ _____)	\$
0514040	L.F.	1,025	PRESTRESSED BEAM – PRETENSION TYPE NEBT 1600 _____ Dollars And _____ Cents (\$ _____)	\$
0520460A	L.F.	85	PREFABRICATED EXPANSION JOINT _____ Dollars And _____ Cents (\$ _____)	
0521001	C.I.	17,200	ELASTOMERIC BEARING PADS _____ Dollars And _____ Cents (\$ _____)	\$
0601060A	S.Y.	950	DECK CONCRETE OVERLAY WITH ARCHITECTURAL FINISH _____ Dollars And _____ Cents (\$ _____)	\$
0601061A	C.Y.	75	BRIDGE PARAPET CONCRETE _____ Dollars And _____ Cents (\$ _____)	\$

0601062A	E.A.	8	ROUND CONCRETE PLANTERS _____ Dollars And _____ Cents (\$ _____)	\$
0601201	C.Y.	651	CLASS "F" CONCRETE _____ Dollars And _____ Cents (\$ _____)	\$
0601259A	S.F.	7,000	8" PRECAST CONCRETE DECK _____ Dollars And _____ Cents (\$ _____)	\$
0601502	S.F.	20	½" PREFORMED EXPANSION JOINT FILLER FOR BRIDGES _____ Dollars And _____ Cents (\$ _____)	\$
0602003	LB	151,500	DEFORMED STEEL BARS _____ Dollars And _____ Cents (\$ _____)	\$
0602006	LB	14,000	DEFORMED STEEL BARS – EPOXY COATED _____ Dollars And _____ Cents (\$ _____)	\$
0602052	S.Y.	55	WELDED WIRE FABRIC – EPOXY COATED _____ Dollars And _____ Cents (\$ _____)	\$
0603591A	CWT	170	STRUCTURAL STEEL – MISCELLANEOUS _____ Dollars And _____ Cents (\$ _____)	\$
0612994	E.A.	1	CONCRETE CYLINDER CURING BOX _____ Dollars And _____ Cents (\$ _____)	\$
0651001	C.Y.	15	BEDDING MATERIAL _____ Dollars And _____ Cents (\$ _____)	\$
0651001	L.F.	40	12" R.C. PIPE _____ Dollars And _____ Cents (\$ _____)	\$

0651745	L.F.	160	8" POLYVINYL CHLORIDE PIPE _____ Dollars And _____ Cents (\$ _____)	\$
0702048A	HR.	40	OBSTRUCTIONS _____ Dollars And _____ Cents (\$ _____)	\$
0702062A	L.S.		FURNISHING DRILLED SHAFT DRILLING EQUIPMENT _____ Dollars And _____ Cents (\$ _____)	\$
0702069A	L.F.	450	DRILLED SHAFT (6.0 FT) _____ Dollars And _____ Cents (\$ _____)	\$
0702772A	E.A.	48	INTEGRITY TESTING – CROSS HOLE _____ Dollars And _____ Cents (\$ _____)	\$
0702774A	L.F.	2,400	ACCESS TUBES _____ Dollars And _____ Cents (\$ _____)	\$
0702863A	L.F.	16	DRILLED SHAFT ROCK EXCAVATION (5.5 FT) _____ Dollars And _____ Cents (\$ _____)	\$
0702864A	L.F.	430	DRILLED SHAFT EARTH EXCAVATION (6.0 FT) _____ Dollars And _____ Cents (\$ _____)	\$
0755100A	L.S.		REPAIR AND RESTORE GEOMEMBRANE AND CUSHION GEOTEXTILE _____ Dollars And _____ Cents (\$ _____)	\$
0821206	L.F.	10	PRECAST CONCRETE BARRIER CURB (24" X 32") _____ Dollars And _____ Cents (\$ _____)	\$
0822001	L.F.	630	TEMPORARY PRECAST CONCRETE BARRIER CURB _____ Dollars And _____ Cents (\$ _____)	\$

0822010	L.F.	24	REMOVAL OF TEMPORARY PRECAST CONCRETE BARRIER CURB _____ Dollars And _____ Cents (\$ _____)	\$
0910189	E.A.	4	R-B 350 BRIDGE ATTACHMENT – JERSEY SHAPE PARAPET – 10 GA _____ Dollars And _____ Cents (\$ _____)	\$
0910194	L.F.	170	METAL BEAM RAIL (TYPE R-B 350 10 GA.) _____ Dollars And _____ Cents (\$ _____)	\$
0911925	E.A.	4	R-B END ANCHORAGE TYPE 1 – 10 GA. _____ Dollars And _____ Cents (\$ _____)	\$
0912503	L.F.	290	REMOVE METAL BEAM RAIL _____ Dollars And _____ Cents (\$ _____)	\$
0913980A	L.F.	540	SECURITY FENCE _____ Dollars And _____ Cents (\$ _____)	\$
0944001	S.Y.	600	FURNISHING AND PLACING TOPSOIL _____ Dollars And _____ Cents (\$ _____)	\$
0949131	E.A.	8	TREES _____ Dollars And _____ Cents (\$ _____)	\$
0949439A	L.S.		IRRIGATION _____ Dollars And _____ Cents (\$ _____)	\$
0950005	S.Y.	490	TURF ESTABLISHMENT _____ Dollars And _____ Cents (\$ _____)	\$
0969002A	MO.	15	CONSTRUCTION FIELD OFFICE (TYPE B) _____ Dollars And _____ Cents (\$ _____)	\$

0970006A	EST.	1	TRAFFICPERSON (MUNICIPAL POLICE OFFICER) _____ Dollars And _____ Cents (\$ _____)	\$100,00.00
0971001A	L.S.		MAINTENANCE AND PROTECTION OF TRAFFIC _____ Dollars And _____ Cents (\$ _____)	
0971300A	L.S.		PEDESTRIAN DETOUR AT CT CONVENTION CENTER _____ Dollars And _____ Cents (\$ _____)	\$
0975002A	L.S.		MOBILIZATION _____ Dollars And _____ Cents (\$ _____)	\$
0976002	DAY	2,460	BARRICADE WARNING LIGHTS – HIGH INTENSITY _____ Dollars And _____ Cents (\$ _____)	\$
0977001	E.A.	25	TRAFFIC CONE _____ Dollars And _____ Cents (\$ _____)	\$
0978002	E.A.	25	TRAFFIC DRUM _____ Dollars And _____ Cents (\$ _____)	\$
0979003A	E.A.	4	CONSTRUCTION BARRICADE TYPE III _____ Dollars And _____ Cents (\$ _____)	\$
0980001	L.S.		CONSTRUCTION STAKING _____ Dollars And _____ Cents (\$ _____)	\$
1003595A	E.A.	9	LIGHT POLE AND LUMINAIRE (DECORATIVE FIXTURES) _____ Dollars And _____ Cents (\$ _____)	\$
1003919A	E.A.	1	REMOVE AND REINSTALL LIGHT STANDARD _____ Dollars And _____ Cents (\$ _____)	\$

1005999A	E.A.	3	UNDERBRIDGE LUMINAIRE WALL MOUNTED (100 WATT) _____ Dollars And _____ Cents (\$ _____)	
1008011A	L.F.	100	¾" RIGID METAL CONDUIT – SURFACE _____ Dollars And _____ Cents (\$ _____)	\$
1008012A	L.F.	20	1" RIGID METAL CONDUIT – SURFACE _____ Dollars And _____ Cents (\$ _____)	\$
1008014A	L.F.	40	1 ½" RIGID METAL CONDUIT – SURFACE _____ Dollars And _____ Cents (\$ _____)	\$
1008311	L.F.	950	¾" RIGID METAL CONDUIT IN STRUCTURE _____ Dollars And _____ Cents (\$ _____)	\$
1008312	L.F.	900	1" RIGID METAL CONDUIT IN STRUCTURE _____ Dollars And _____ Cents (\$ _____)	\$
1008314	L.F.	30	1 ½" RIGID METAL CONDUIT IN STRUCTURE _____ Dollars And _____ Cents (\$ _____)	\$
1009003	E.A.	1	8"X8"X4" IRON JUNCTION BOX _____ Dollars And _____ Cents (\$ _____)	\$
1009016	E.A.	1	18"X12"X8" CAST IRON JUNCTION BOX _____ Dollars And _____ Cents (\$ _____)	\$
1009025	E.A.	3	4"X4"X2" CAST IRON JUNCTION BOX _____ Dollars And _____ Cents (\$ _____)	\$
109026	E.A.	3	4"X4"X4" CAST IRON JUNCTION BOX _____ Dollars And _____ Cents (\$ _____)	\$
1009060	E.A.	1	6"X6"X4" CAST IRON JUNCTION BOX _____ Dollars And _____ Cents (\$ _____)	\$
1012350A	L.F.	500	MC CABLE TWO WIRE #6 AWG,	

			1#10 GROUND _____ Dollars And _____ Cents (\$_____)	\$
1012351A	L.F.	250	MC CABLE TWO WIRE #10 AWG, 1#12 GROUND _____ Dollars And _____ Cents (\$_____)	\$
1014908A	EA.	6	DUPLEX RECEPTACLES _____ Dollars And _____ Cents (\$_____)	\$
1113070A	L.F.	1,200	1 CONDUCTOR NO. 6 AWG TYPE SE STYLE RHW-2 _____ Dollars And _____ Cents (\$_____)	\$
1113071A	L.F.	3,000	1 CONDUCTOR NO. 10 AWG TYPE SE STYLE RHW-2 _____ Dollars And _____ Cents (\$_____)	\$
1113072A	L.F.	1,300	1 CONDUCTOR NO. 12 AWG TYPE SE STYLE RHW-W _____ Dollars And _____ Cents (\$_____)	\$
1205214	E.A.	21	TYPE DE-7A DELINEATOR _____ Dollars And _____ Cents (\$_____)	\$
1206023A	L.S.		REMOVAL AND RELOCATION OF EXISTING SIGNS _____ Dollars And _____ Cents (\$_____)	\$
1214002	L.F.	1,444	6" PREFORMED BLACK LINE MASK PAVEMENT MARKING TAPE _____ Dollars And _____ Cents (\$_____)	\$
1131001A	DAY	60	CHANGEABLE MESSAGE SIGN _____ Dollars And _____ Cents (\$_____)	\$

1205207	EA.	31	TYPE DE-7 DELINEATOR _____ Dollars And _____ Cents (\$ _____)	\$
1205209	E.A.	3	TYPE DE-9 DELINEATOR _____ Dollars And _____ Cents (\$ _____)	
1210101	L.F.	800	4" WHITE EPOXY RESIN PAVEMENT MARKINGS _____ Dollars And _____ Cents (\$ _____)	\$
1210102	L.F.	750	4" YELLOW EPOXY RESIN PAVEMENT MARKING _____ Dollars And _____ Cents (\$ _____)	
1212001	L.F.	720	TEMP. PLASTIC PAVEMENT MARKING TAPE – 4" YELLOW _____ Dollars And _____ Cents (\$ _____)	\$
1212002	L.F.	730	TEMP. PLASTIC PAVEMENT MARKING TAPE – 4" WHITE _____ Dollars And _____ Cents (\$ _____)	\$
1220011A	S.F.	250	CONSTRUCTION SIGNS – TYPE III REFLECTIVE SHEETING _____ Dollars And _____ Cents (\$ _____)	\$
1300050A	L.F.	950	DOMESTIC WATER PIPING WITH INSULATION _____ Dollars And _____ Cents (\$ _____)	\$
1300051A	E.A.	3	DOMESTIC WATER PIPE EXPANSION JOINT _____ Dollars And _____ Cents (\$ _____)	\$
1300052A	E.A.	2	STRUCTURE MOUNTED HOSE BIBB _____ Dollars And _____ Cents (\$ _____)	\$
1807012	E.A.	3	TEMPORARY IMPACT ATTENUATION SYSTEM TYPE A MODULE 700 LB. _____ Dollars And _____ Cents (\$ _____)	\$
1807013	EA	12	TEMPORARY IMPACT ATTENUATION SYSTEM TYPE A MODULE 1400 LB. _____ Dollars And _____ Cents (\$ _____)	\$

1807014	EA	6	TEMPORARY IMPACT ATTENUATION SYSTEM TYPE A MODULE 2100 LB. _____ Dollars And _____ Cents (\$ _____)	\$
1807202	EST.	1	REPAIR OF IMPACT ATTENUATION SYSTEM _____ Dollars And _____ Cents (\$ _____)	\$3,600.00
TOTAL BASE BID		_____ Dollars And _____ Cents		\$

ADDITIVE ALTERNATE NO 1 BID ADD SNOW MELTING SYSTEM AND ALL COMPONENTS AS DETAILED IN THE BID DOCUMENTS				
ITEM NUMBER	UNIT	ESTIMATED QUANTITY	BRIEF DESCRIPTION; (Unit Price Bid in both words and figures)	TOTAL FIGURES
0104090A	L.S.		SNOW MELTING SYSTEM _____ Dollars And _____ Cents (\$ _____)	\$ _____
*TOTAL ALTERNATE NO 1 BID:		_____ Dollars And _____ Cents		\$ _____
Additive Alternate No 1 Bid: Adjustment to contract completion date		Additive Alternate No. 1 Increases the Contract Schedule by Forty Two (42) Calendar Days.		
ALTERNATE NO 2 BID ADD FENCE POST LIGHTING AND ALL COMPONENTS AS DETAILED IN THE BID DOCUMENTS				
ITEM NUMBER	UNIT	ESTIMATED QUANTITY	BRIEF DESCRIPTION; (Unit Price Bid in both words and figures)	TOTAL FIGURES
1017700A	L.S.		FENCE POST LIGHTING _____ Dollars And _____ Cents (\$ _____)	
* TOTAL ALTERNATE NO. 2 BID:		_____ Dollars And _____ Cents		
Additive Alternate No. 2 Bid: Adjustments to contract completion date		Additive Alternate No. 2 Increases the Contract Schedule by Zero (0) Calendar Days.		

*NOTE: Other items are required with bid submission. Five (5) copies of all required items to be submitted.

*Please refer to Item 2 – Submission of Bid for a list of items which must be submitted for the BID to qualify for consideration by OPM.

*See Item 8 – Procedures for Determining Lowest Responsible Qualified Bidder

The right of OPM to accept any bid, to reject any or all bids, or to waive any informalities or irregularities in bidding is hereby acknowledged. We certify that we are familiar with the content of the bidding documents for this project and that we have examined the site and the conditions under which the work will be done.

DATE: _____

BIDDER: _____

PROPOSED SUBCONTRACTORS

Bidder intends to utilize the following subcontractors on this project:

If note, write "None" here: _____

<u>NAME AND ADDRESS OF SUBCONTRACTOR:</u>	<u>DESCRIPTION OF WORK:</u>	<u>EST. VALUE OF WORK:</u>
1. _____ _____		\$ _____
2. _____ _____		\$ _____
3. _____ _____		\$ _____
4. _____ _____		\$ _____
5. _____ _____		\$ _____
6. _____ _____		\$ _____
7. _____ _____		\$ _____
8. _____ _____		\$ _____
9. _____ _____		\$ _____

STATE OF CONNECTICUT - AGENCY VENDOR FORM

SP-26NB Rev. 4/03

IMPORTANT ALL parts of this form must be completed, signed and returned by the vendor.**READ & COMPLETE CAREFULLY**

COMPLETE VENDOR LEGAL BUSINESS NAME		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN WRITE/TYPE SSN/FEIN NUMBER ABOVE	
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
→ UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE) →			
NOTE: IF YOUR BUSINESS IS A PARTNERSHIP , YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.			
NOTE: IF YOUR BUSINESS IS A CORPORATION , IN WHICH STATE ARE YOU INCORPORATED?			
VENDOR ADDRESS STREET CITY STATE ZIP CODE Add Additional Business Address & Contact information on back of this form			
VENDOR E-MAIL ADDRESS		VENDOR WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS VENDOR ADDRESS ABOVE. REMIT ADDRESS STREET CITY STATE ZIP CODE			
CONTACT INFORMATION: NAME (TYPE OR PRINT)			
ST 1 BUSINESS PHONE:		Ext. # HOME PHONE:	
ND 2 BUSINESS PHONE:		ST 1 PAGER:	
CELLULAR:		ND 2 PAGER:	
ST 1 FAX NUMBER:		TOLL FREE PHONE:	
ND 2 FAX NUMBER:		TELEX:	
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED VENDOR SIGN HERE			DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO			
IF YOU ARE A STATE EMPLOYEE , INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS			
FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED) <input type="checkbox"/> E-MAIL <input type="checkbox"/> FAX <input type="checkbox"/> USPS MAIL <input type="checkbox"/> EDI			
IF EDI was selected, give us a person to contact in your company to set up EDI:			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED) <input type="checkbox"/> E-MAIL <input type="checkbox"/> FAX <input type="checkbox"/> USPS MAIL			
ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED			

OPM VENDOR/BIDDER PROFILE SHEET**(Form OPM-A-15, Jun-08)**

Complete Vendor/Bidder Name	Federal Employer Id Number/SSN
Vendor/Bidder Address	
Contact Person's Name	Telephone Number(s)
<p style="text-align: center;">AFFIRMATION OF VENDOR/BIDDER</p> <p>The undersigned Vendor/Bidder affirms and declares:</p> <p>1) That this proposal is executed and signed by said Vendor/Bidder with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the RFP. [] YES [] NO [] No RFP</p> <p>2) That the services shall be delivered to the agency at the prices proposed therein and within the timeframes as delineated in the RFP. [] YES [] NO [] No RFP</p> <p>3) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government. [] YES [] NO</p> <p>4) That neither the Vendor/Bidder and/or any company official nor any subcontractor to the Vendor/Bidder and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States. [] YES [] NO</p> <p style="text-align: center;">ACKNOWLEDGEMENT OF VENDOR/BIDDER</p> <p>With regard to a State contract as defined in Public Act 07-1 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 undersigned expressly acknowledges:</p> <p>Receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions. [] YES [] NO</p>	
Written Signature of Person Authorized to Bind the Vendor/Bidder Contractually	Date
Type or Print Name of Authorized Signator	Title of Signator

IF VENDOR/BIDDER IS A CORPORATION
What is the authority of signator to bind the Vendor/Bidder contractually? [] Corporate Resolution [] Corporate By Laws [] Other (Please provide a written copy.)

Is your business income reportable to the IRS? [] Yes [] No
Are you a DAS certified minority owned business? [] Yes [] No If YES, check all that apply. [] Women Owned [] Black [] Hispanic [] American Indian

Subject of RFP	Submission Due	Division	Date Issued

Consulting Agreement Affidavit



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)	
_____ Start Date	_____ End Date	_____ Cost	
Description of Services Provided: _____			

Is the consultant a former State employee or former public official?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
If YES: _____ Name of Former State Agency		_____ Termination Date of Employment	

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

_____ Printed Name of Bidder or Vendor	_____ Signature of Chief Official or Individual	_____ Date
	_____ Printed Name (of above)	_____ Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court or Notary Public

Affirmation of Receipt of State Ethic Laws Summary



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____
_____ as Principal, and
_____ as Surety, are hereby held and firmly bound unto the State of
Connecticut, Office of Policy and Management as Owner in penal sum of
_____ dollar (\$ _____) for the payment of which, well and truly to
be made, we hereby bind ourselves, our respective successors and assigns, heirs, executors, and administrators, jointly and
severally, firmly by these presents.

The Condition of the above obligation is such that whereas the Principal has submitted to the State of Connecticut, Office of
Policy and Management ("Owner") a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in
writing for the construction of:

BID 63-628
GROVE STREET OVERPASS
IN THE CITY OF HARTFORD
STATE PROJECT #63-628, FEDERAL AID PROJECT # **H161 (002)**
HARTFORD, CT

NOW THEREFORE:

- a) If said Bid shall be rejected, or
- b) If said Bid shall be accepted and the Principal shall, within the time stipulated, execute and
deliver a Personal Services Agreement in the form attached hereto (properly completed in
accordance with the said Bid) and shall furnish Bonds for his faithful performance said contract,
and for the payment for labor and materials, and all other fully and properly executed
documents required in conjunction with the Contract Documents, then this obligation shall be
void; otherwise the same shall remain in force and effect, it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed
the penal sum of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no
way diminished, impaired or affected by any extension of the time within which OPM may accept such Bid; and said Surety
does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the surety have hereunto set their hands and affixed their seals, and such of
them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their
proper officers, this _____ day of _____ in the year 200__.

Signed and sealed in the
Presence of:

Principal

Surety

LABOR AND MATERIALS (PAYMENT) BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called

“Contractor” and

(Name of Surety)

Hereinafter called “Surety”, are held and firmly bound onto the State of Connecticut, Office of Policy and Management, 100 Columbus Boulevard, Suite 501, Hartford, CT 06103, acting through Senior Policy Advisor hereinafter called “Owner”, and to all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Contractor entered into a certain Personal Services Agreement with the Owner, dated the _____ day of _____ 200__, a copy of which is hereto attached and made a part hereof, for the design and construction of:

**BID 63-628
GROVE STREET OVERPASS
IN THE CITY OF HARTFORD, CT
STATE PROJECT #63-628, FEDERAL AID PROJECT # H161 (002)
HARTFORD CT**

NOW THEREFORE, the condition of this obligation is such that if the Contractor shall promptly make payment to all subcontractors, persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Personal Services Agreement and other Contract Documents any authorized extensions or modifications thereof, including all amounts due for materials, equipment, lubricants, oil, gasoline, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such work, and for all insurance premiums and fees on such work, and for all labor costs incurred in such work including that by all subcontractors and to any mechanics or material men lien-holders; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the Contractor, or its subcontractors.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed there under or the Specifications accompany the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the Specifications.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant has served a notice of claim within one hundred eighty (180) days after the date on which he performed the last of the labor or furnished the last of the material for which the claim is made, on the surety that issued the bond and a copy of the notice on

the Contractor named as Principal in the bond. The notice of claim shall state with substantial accuracy the amount claimed, the name of the party for whom the labor was performed or to whom the materials were furnished and shall provide a detailed description of the bonded public project for which the labor or materials were provided. Within ninety (90) days after service of the notice of claim, the surety shall make payment under the bond and satisfy the claim, or any portion of the claim which is not subject to a good faith dispute, and shall serve a notice on the claimant denying the liability for any unpaid portion of the claim. The notices required under this section shall be served by registered mail or certified mail, postage prepaid in envelopes addressed to any office at which the surety, principal, or claimant conducts his business, or in any manner in which civil process may be served. (b) After the expiration of the (1) year following the date of which Contractor ceased work on said Personal Services Agreement, is being understood, however, that if any limitations embodied in the Bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract price more than twenty (20) percent, so as to bind the Contractor and the Surety to the full and faithful performance of the Contract as so amended. The term "amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their signatures to this instrument, this the _____ day of _____, 200___. (NOTE: Date of Bond must not predate Contract.)

(Seal)

WITNESSES:

(Signature)

Name: _____
(Typewritten)

Address: _____
(Typewritten)

CONTRACTOR:

Firm Name: _____
(Typewritten)

Address: _____
(Typewritten)

(Typewritten)
By: _____ (s)
(Signature)

(Seal)

WITNESSES:

(Signature)

Name: _____
(Typewritten)

Address: _____
(Typewritten)

SURETY:

Firm Name: _____
(Typewritten)

Address: _____
(Typewritten)

(Typewritten)
By: _____ (s)
(Signature)

By: _____ (s)

(Attorney-In-Fact)

If Contractor is partnership, all partners must execute Bond.

SURETY COMPANIES: Surety Companies executing contract bonds must be authorized to transact business in the State of Connecticut.

POWER OF ATTORNEY: Attorney-in-fact who signs contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

CERTIFICATE OF CONTRACTOR'S INSURANCE COMPANY

TO: Kimberly Hart
Office of Policy and Management
100 Columbus Boulevard, Suite 50
Hartford, CT 06103

FROM: _____

Dear Ms. Hart:

In accordance with the Contract Bidding Documents, please be advised that my client currently has or will have by the date of the execution of the Personal Services Agreement for this project, a Certificate of Insurance in the amounts and types as specified therein.

Signature
Authorized Broker or Agent

Date

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

A _____, hereinafter called
(Corporation, Partnership or Individual)

“Contractor” and

(Name of Surety)

(Address of Surety)

Hereinafter called “Surety”, are held and firmly bound unto the State of Connecticut, Office of Policy and Management, 100 Columbus Boulevard, Suite 501, Hartford, Connecticut, 06103, acting through the Senior Policy Advisor hereinafter called “Owner”, in the total aggregate penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas, the Contractor entered into a certain Personal Services Agreement with the Owner, dated the _____ day of _____, 200__, a copy of which is hereto attached and made a part hereof, for the construction of:

BID 63-628
GROVE STREET OVERPASS
IN THE CITY OF HARTFORD
STATE PROJECT #63-628, FEDERAL AID PROJECT # **H161 (002)**
HARTFORD, CT

NOW THEREFORE, if the Contractor shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Personal Services Agreement and other related Contract Documents during the original term thereof, and any extensions thereof which may be granted by the Owner, which or without notice to the Surety and during the one (1) year guaranty period and if the Contractor shall satisfy all claims and demands incurred under such Contract Documents, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work performed thereunder or the Specifications accompanying same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the Specifications.

PROVIDED, FURTHER, that it is expressly agreed that the Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty (20) percent, so as to bind the Contractor and the Surety to the full and faithful performance of the work specified in the Contract Documents as so amended. The term “Amendment”, wherever used in this Bond and whether

referring to the Bond, the Contract Documents or the loan documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The Owner is the only beneficiary hereunder.

WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each of which shall be deemed an original, that the _____ day of _____, 200__.

(NOTE: Date of Bond must not predate Contract Supplement.)

(Seal)

WITNESSES:

(Signature)

Name: _____
(Typewritten)

Address: _____
(Typewritten)

CONTRACTOR:

Firm Name: _____
(Typewritten)

Address: _____
(Typewritten)

(Typewritten)
By: _____ (s)
(Signature)

(Seal)

WITNESSES:

(Signature)

Name: _____
(Typewritten)

Address: _____
(Typewritten)

SURETY:

Firm Name: _____
(Typewritten)

Address: _____
(Typewritten)

(Typewritten)
By: _____ (s)
(Signature)

By: _____ (s)
(Attorney-In-Fact)

If Contractor is partnership, all partners must execute Bond.

SURETY COMPANIES: Surety Companies executing contract bonds must be authorized to transact business in the State of Connecticut.

POWER OF ATTORNEY: Attorney-in-fact who signs contract bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

PERSONAL SERVICE AGREEMENT
CO-802A REV. 2/2000 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

1. PREPARE 5 COPIES.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

		(1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT		(2) IDENTIFICATION NO.	
CONTRACTOR	(3) CONTRACTOR NAME			(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
	CONTRACTOR ADDRESS			CONTRACTOR FEIN / SSN - SUFFIX	
STATE AGENCY	(5) AGENCY NAME AND ADDRESS Office of Policy and Management, 450 Capitol Ave., Hartford, CT 06106			(6) AGENCY NO. OPM20000	
CONTRACT PERIOD	(7) DATE (FROM) THROUGH (TO)		(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER		
CANCELLATION CLAUSE	THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT			(9) REQUIRED NO. OF DAYS WRITTEN NOTICE:	
	PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).			10	
COMPLETE DESCRIPTION OF SERVICE	(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)				
	Attachment A, SECTION 4, SPECIFICATION OF SERVICES.				
COST AND SCHEDULE OF PAYMENTS	(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.				
	Total contract shall not exceed \$. Payments shall be made in accordance with Attachment A, SECTION 5, COST AND SCHEDULE OF PAYMENTS.				

BUSINESS UNIT OPMM1		PO NUMBER	VENDOR ID	VENDOR FEIN / SSN - SUFFIX		LOCATION CODE		
COMMITMENT		TOTAL CONTRACT OBLIGATION			CONTRACT PERIOD (FROM/TO)			
LINE	AMOUNT	ACCOUNT	FUND	DEPARTMENT	PROGRAM	SID	BUD REF	PROJECT

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

VCS AND APPROVALS		STATUTORY AUTHORITY		CGS 4-8, 4-65a, 4-66 and Chapt 588x and 588z	
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)		TITLE		DATE	
(36) AGENCY (AUTHORIZED OFFICIAL)		TITLE		DATE	
Robert L. Genuario		Secretary			
(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.		TITLE		DATE	
(38) ATTORNEY GENERAL (APPROVED AS TO FORM)		TITLE		DATE	

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-COMPTROLLER PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

OPM STANDARD PERSONAL SERVICES AGREEMENT LANGUAGE

SECTION 1

This Agreement (hereinafter referred to as “Agreement”) is entered into between the State of Connecticut (hereinafter “State”) acting through the Office of Policy and Management (hereinafter “OPM”) pursuant to Connecticut General Statutes §§ 4-8, 4-65a, 4-66, 32-655 and 32-656, and _____, a having its principal offices at (hereinafter “Contractor”). The parties agree that the services specified below shall be provided by Contractor in strict compliance with the provisions of this Agreement.

SECTION 2 CONTRACT PERIOD AND DEFINITIONS

This Agreement shall commence on _____ and the duties of the Contractor as set forth in Section 4 of this Agreement shall be completed by the Contractor no later than _____ (hereinafter “end date”).

Whenever the following terms or phrases are used in this Agreement, they shall have the following meaning unless the context clearly requires otherwise:

State - Wherever the term ‘State’ is used in this Agreement, it shall include the Secretary of OPM, or his authorized agents, employees or designees.

SECTION 3 NOTICE OF CHANGE AND CANCELLATION

This Agreement may be canceled at will by either party upon days written notice delivered by certified or registered mail. Unless otherwise expressly provided to the contrary, any other notice provided under this Agreement shall be in writing and may be delivered personally or by certified or registered mail. All notices shall be effective if delivered personally, or by certified or registered mail, to the following addresses:

State: State of Connecticut
 Office of Policy and Management
 100 Columbus Boulevard, Suite 501
 Hartford, CT 06103
 Attention: Michael B. Mehigen

Contractor:

Any request for written notice under this Agreement shall be made in the manner set forth in this section. The parties may change their respective addresses for notices under this paragraph upon prior written notification to the other.

SECTION 4 SPECIFICATION OF SERVICES

The Contractor shall provide construction services for the Grove Street Connector in accordance with Exhibit A, “Agreement”.

SECTION 5 COST AND SCHEDULE OF PAYMENTS

The State shall pay the Contractor a total sum not to exceed _____ for services performed under this Agreement, in accordance with Exhibit A, "Agreement".

SECTION 6 OTHER CONDITIONS

A. Entire Agreement

This Agreement embodies the entire agreement between the State and Contractor on the matters specifically addressed herein. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. This Agreement shall supersede all prior written agreements between the parties and their predecessors. No changes, amendments, or modifications of any of the terms or conditions of the Agreement shall be valid unless reduced to writing and signed by both parties. This Agreement shall inure to the benefit of each party's heirs, successors, and assigns.

B. Changes in Service

When changes in the services are required or requested by the State, Contractor shall promptly estimate their monetary effect and so notify the State. No change shall be implemented by Contractor unless it is approved by the State in writing; and, unless otherwise agreed to in writing, the provisions of this Agreement shall apply to all changes in the services. If the State determines that any change materially affects the cost or time of performance of this Agreement as a whole, Contractor and the State will mutually agree in writing to an equitable adjustment.

C. Independent Contractor

Contractor represents that it is fully experienced and properly qualified to perform the services provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such services. Contractor shall act as an independent Contractor in performing this Agreement, maintaining complete control over its employees and all of its subcontractors. Contractor shall furnish fully qualified personnel to perform the services under this Agreement. Contractor shall perform all services in accordance with its methods, subject to compliance with this Agreement and all applicable laws and regulations. It is acknowledged that services rendered by the Contractor to the State hereunder do not in any way conflict with other contractual commitments with or by the Contractor.

If applicable, Contractor shall deliver copies of any and all current license(s) and registration(s) relating to the services to be performed under this Agreement to the State, at the time of the execution of this Agreement, as evidence that such are in full force and effect.

D. Laws and Regulations

This Agreement shall be interpreted under and governed by the laws of the State of Connecticut.

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

E. Labor and Personnel

At all times, Contractor shall utilize approved, qualified personnel and any State approved subcontractors necessary to perform the services under this Agreement. Contractor shall advise the State 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 Agreement. The State may then, at its option, ask Contractor to arrange for a temporary employee(s) or subcontractor(s) satisfactory to the State to provide the services otherwise performable by Contractor hereunder. The Contractor will be responsible to the State for any economic detriment caused the State by such subcontract arrangement.

Contractor shall, if requested to do so by the State, reassign from the State's account any employee or authorized representatives whom the State, in its sole discretion, determines is incompetent, dishonest, or uncooperative. In requesting the reassignment of an employee under this paragraph, the State shall give ten (10) days notice to Contractor of the State's desire for such reassignment. Contractor will then have five (5) days to investigate the situation and attempt, if it so desires, to satisfy the State that the employee should not be reassigned; however, the State's decision in its sole discretion after such five (5) day period shall be final. Should the State 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 the State's account.

F. Conflicts, Errors, Omissions, and Discrepancies

In the event of any conflict between the provision of this Agreement and the provisions of Form CO-802A to which this Agreement is attached, the provisions of this Agreement shall control.

In case of conflicts, discrepancies, errors, or omissions among the various parts of this Agreement, any such matter shall be submitted immediately by Contractor to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by Contractor prior to clarification by the State shall be at Contractor's risk.

G. Indemnity

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers, and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this Agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during, or after completion of the services hereunder and in any manner to the extent directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

H. Nondisclosure

Contractor shall not release any information concerning the services provided pursuant to the Agreement or any part thereof to any member of the public, press, business entity or any official body unless prior written consent is obtained from the State.

I. Quality Surveillance and Examination of Records

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

The State or its representatives shall have the right at reasonable hours to examine any books, records, and other documents of Contractor or its subcontractors pertaining to work performed under this Agreement and shall allow such representatives free access to any and all such books and records. The State will give the Contractor at least twenty-four (24) hours notice of such intended examination. At the State's request, the Contractor shall provide the State with hard copies of or magnetic disk or tape containing any data or information in the possession or control of the Contractor which pertains to the State's business under this Agreement. The Contractor shall incorporate this paragraph verbatim into any Agreement it enters into with any subcontractor providing services under this Agreement.

The Contractor shall retain and maintain accurate records and documents relating to performance of services under this Agreement for a minimum of six (6) years after the final payment by the State and shall make them available for inspection and audit by the State.

In the event that this Agreement constitutes a grant Agreement, and the Contractor is a public or private agency other than another state agency, the Contractor shall provide for an audit acceptable to the State, in accordance with the provisions of Connecticut General Statutes § 7-396a.

J. Insurance

The Contractor, at its sole expense, agrees to secure and keep in full force and effect at all times during the term of this Agreement as defined in Section 2 above the insurance coverages outlined in Article 10 of the General Conditions (see page 81).

K. Non-Waiver

None of the conditions of this Agreement shall be considered waived by the State or the Contractor unless given in writing. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of this Agreement unless expressly stipulated in such waiver.

L. Promotion

Unless specifically authorized in writing by the Secretary of OPM, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (1) in any advertising, publicity, promotion; or
- (2) to express or to imply any endorsement of Contractor's products or services; or
- (3) to use the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by subparagraphs (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. Confidentiality

All data provided to Contractor by the State or developed internally by Contractor with regard to the State will be treated as proprietary to the State and confidential unless the State agrees in writing to the contrary. Contractor agrees to forever hold in confidence all files, records, documents, or other information as designated, whether prepared by the State or others, which may come into Contractor's possession during the term of this Agreement, except where disclosure of such information by Contractor is required by other governmental authority to ensure compliance with laws, rules, or regulations, and such disclosure will be limited to that actually so required. Where such disclosure is required, Contractor will provide advance notice to the State of the need for the disclosure and will not disclose absent consent from the State.

N. Subpoenas

In the event the Contractor's records are subpoenaed pursuant to Connecticut General Statutes § 36a-43, the Contractor shall, within twenty-four (24) hours of service of the subpoena, notify the person designated for the State in Section 3 of this Agreement of such subpoena. Within thirty-six (36) hours of service, the Contractor shall send a written notice of the subpoena together with a copy of the same to the person designated for the State in Section 3 of this Agreement.

O. Survival

The rights and obligations of the parties which by their nature survive termination or completion of the Agreement, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality of this Agreement, shall remain in full force and effect.

P. Americans with Disabilities Act

This clause applies to those Contractors which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et seq.), as amended, ("Act"), during the term of this Agreement. Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract, either now or during the term of this Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Contractor. Contractor warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Agreement.

Q. Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning

nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the Agreement is completed or terminated prior to completion.

The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

R. Violence in the Workplace Prevention

This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. 16 is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.

S. Sovereign Immunity

Notwithstanding any provisions to the contrary contained in this Agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this Agreement.

T. Assignment

This Agreement shall not be assigned by either party without the express prior written consent of the other.

U. Severability

If any part or parts of this Agreement shall be held to be void or unenforceable, such part or parts shall be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

V. Headings

The titles of the several sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

W. Third Parties

The State shall not be obligated or liable hereunder to any party other than the Contractor.

X. Non Waiver

In no event shall the making by the State of any payment to the Contractor constitute or be construed as a waiver by the State of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the State while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the State in respect to such breach or default.

Y. Contractor Certification

The Contractor certifies that the Contractor has not been convicted of bribery or attempting to bribe an officer or employee of the State, nor has the Contractor made an admission of guilt of such conduct which is a matter of record.

Z. Large State Contracts

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large State contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift certification, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift certification shall also execute and file a campaign contribution certification disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

AA. Governor M. Jodi Rell's Executive Order No. 7C

Pursuant to Governor M. Jodi Rell's Executive Order No. 7C, paragraph 10, Contractor shall comply with the certification requirements of Connecticut General Statutes §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 1, for all personal service agreement contracts with a value of \$50,000 or more in a calendar or fiscal year by executing and filing the respective certifications with OPM.

BB. State Contracting Standards Board

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Contractor acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for OPM's consideration and final OPM determination, termination of this contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting and procurement process by any person substantially involved in such contract or State contracting agency.

CC. Large State Construction Or Procurement Contract

Pursuant to Connecticut General Statutes § 1-101qq, every contractor to a large State construction or procurement contract shall review the summary of State ethics laws developed by the Office of State Ethics pursuant to Connecticut General Statutes Section 1-81b (the "Summary") and shall promptly affirm to OPM in writing that the key employees of such Contractor have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. A copy of the Summary is attached and incorporated herein as Exhibit B. Further, Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor with the large state construction or procurement contract. Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have received, reviewed and understand the Summary and agree to comply with the provisions of the State ethics laws. Contractor shall supply such affirmations to OPM promptly. "Large state construction or procurement contract" means any contract, having a cost of more than five hundred thousand dollars, for (A) the remodeling, alteration, repair or enlargement of any real asset, (B) the construction, alteration, reconstruction, improvement, relocation, widening or changing of the grade of a section of a state highway or a bridge, (C) the purchase or lease of supplies, materials or equipment, as defined in Section 4a-50 of the Connecticut General Statutes, or (D) the construction, reconstruction, alteration, remodeling, repair or demolition of any public building.

DD. Disclosure of Consulting Agreements

Pursuant to Connecticut General Statutes § 4a-81, the chief official of the Contractor, for all contracts with a value to the State of fifty thousand dollars or more in any calendar or fiscal year, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such State agency, whether or not direct contact with a State agency, State or public official or State employee was expected or made. As used herein "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 contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the

provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of Connecticut General Statutes § 4a-81.

EE. Retaliation Prohibition

Pursuant to Connecticut General Statutes § 4-61dd, a large state contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract, if an officer, employee or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the large state 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 Connecticut General Statutes § 4-61dd(a). 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. Each large state contractor shall post a notice of the provisions of this section relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor. As used in Connecticut General Statutes § 4-61dd, a "large state contract" means a contract between an entity and a state or quasi-public agency having a value of five million dollars or more and (2) "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

FF. Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in P.A. 07-1 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 Agreement expressly acknowledges receipt of 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. See Exhibit C.

GG. Non-Discrimination Certification

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142, every Contractor is required to provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the Contractor's nondiscrimination agreements and warranties which are included in such Contractor's contract pursuant to said statutes. Copies of two "nondiscrimination certification" forms (one for businesses and one for individuals) that will satisfy these requirements may be found on OPM's website. The applicable certification form must be signed by an authorized signatory of the Contractor (or, in the case of an individual contractor, by the individual) and submitted to the awarding State agency at the time of contract execution. See Exhibit D.

EXHIBIT A AGREEMENT

This Agreement, made this _____, 200__, by and between the State of Connecticut, Office of Policy and Management and

_____, doing business as (an individual, a partnership, or a corporation), hereinafter called the "Contractor", in consideration of the payments and promises hereinafter stated, the parties agree as follows:

The Contractor will commence and complete the construction of the project known as

1. BID 63-628 – GROVE STREET OVERPASS IN THE CITY OF HARTFORD, STATE PROJECT # 63-628, FEDERAL AID PROJECT **H161 (002)**, HARTFORD CT.
2. The Contractor will furnish all the material, supplies, tool, equipment, labor, and other services necessary for the construction and completion of the project.
3. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed by the Office of Policy and Management and will fully complete the project within _____ calendar days thereafter unless the period for completion is extended in writing by the Office of Policy and Management. Contractor shall pay as liquidated damages, the sum of one thousand three hundred dollars (\$1,300.00) for each consecutive calendar day thereafter as provided in the Contract Documents.
4. The Contractor shall perform all of the work described in the Contract Documents and shall comply with the terms therein for the sum of _____ as shown in the Schedule of Prices.
5. The Term "Contract Documents" means and includes the following:
 - a) This Agreement
 - b) Personal Services Agreement and related Exhibits
 - c) Bid (Proposal)
 - d) Advertisement for Bids
 - e) Information for Bidders
 - g) General and Special Conditions
 - h) State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction, Form 816 as Supplemented by Special Provisions and 816 Supplements (See <http://www.ct.gov/dot/cwp/view.asp?a=1385&Q=275956&dotPNavCtr=41877/#41878>)
 - i) Drawings
 - j) Notice of Award
 - k) Notice to Proceed
 - l) Documents to be included with Agreement:
 - i. Bid (Proposal)
 - ii. Schedule of Prices
 - iii. Listing of Proposed Subcontractors
 - iv. Non-Collusion Affidavit of Bidder
 - v. Contractors Wage Certification Form (if applicable)
 - vi. Insurance Certificates
 - vii. Acknowledgement of any addenda received
 - viii. 100% Performance Bond & 100% Labor & Material Bond
 - ix. Technical Specifications
 - x. Appendix "A" Grove Street Overpass Special Provisions
 - xi. Appendix "B" Prevailing Wage Rates
 - xii. Appendix "C" Federal Wage Rates

- xiii. Appendix "D" Supplements to Form 816
xiv. Appendix "E" State and Federal required contract provisions

6. The Office of Policy and Management shall pay the Contractor in the manner and such time as set forth in the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in five copies, each of which shall be deemed an original on the date first above written.

(WITNESS)

(Signature)
NAME:

TITLE:

(Printed or Typewritten)

(CONTRACTOR):

BY: _____
(Printed or Typewritten)

(Signature)
NAME:

(Printed or Typewritten)
ADDRESS:

(WITNESS)

(Signature)
NAME:

TITLE:

(Printed or Typewritten)

OWNER: STATE OF CONNECTICUT, OFFICE OF POLICY AND
MANAGEMENT

BY: _____
(Signature)

Name: _____
(Signature)
Name: Robert L. Genuario
Title: Secretary

EXHIBIT B

Guide to the Code of Ethics For Current or Potential State Contractors



2008

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing Connecticut General Statutes, Chapter 10, Part I and Part II, with limited jurisdiction over Part IV.

The Ethics Codes under the OSE's jurisdiction are comprised of:

- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. Please contact the OSE with any questions regarding interpretation of the law.

For more information on the subjects discussed in this guide, call, write or visit:

Connecticut Office of State Ethics
18-20 Trinity Street
Suite 205
Hartford, CT 06106

860/566-4472
www.ct.gov/ethics



Citizen's Ethics Advisory Board:

Robert Worgaftik, Chairperson (through September 2009)
Enid Oresman, Vice Chairperson (through September 2009)
Ernest Abate (through September 2011)
Jaclyn Bernstein (through September 2008)
G. Kenneth Bernhard (through September 2011)
Rebecca M. Doty (through September 2011)
Dennis Riley (through September 2010)
Michael Rion (through September 2008)
Sister Sally J. Tolles (through September 2009)

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THE OFFICE OF STATE ETHICS (OSE)

The Connecticut Office of State Ethics (OSE) was officially created on July 1, 2005, by Public Act 05-183. The governing body of the OSE is the Citizen's Ethics Advisory Board (CEAB), nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public and that are often covered by CT-N. A schedule of CEAB meeting dates, times and locations is available on the OSE's Web site, www.ct.gov/ethics.

The OSE is an independent watchdog agency for the state of Connecticut that administers Connecticut General Statutes, Chapter 10, Parts I and II, with limited jurisdiction over Part IV.

Simply put, the OSE educates all those covered by the law (the "regulated community"); provides information to the public; interprets and applies the codes of ethics; and investigates potential violations of the codes.

The OSE is made up of the following components:

- Citizen's Ethics Advisory Board
- Executive Director
- Legal Division
- Enforcement Division

THE BIG PICTURE

All state officials and employees (except judges) are covered by Part I of the Code of Ethics for Public Officials (henceforth, Part I, or the Code). It is important to remember that certain provisions of the Code also apply to public officials and state employees after they leave state service.

As you read through this guide, be aware that these laws were enacted to prevent individuals from using their public position or authority for personal, financial benefit.

Each state agency also has its own ethics policy, which in many cases may be more restrictive than what follows. Be sure to obtain a copy of the agency's policy before you attempt to provide any benefit to an agency official or employee.

GIVING BENEFITS TO STATE PERSONNEL



Gifts

As a current or potential state contractor, you are presumably doing business with or seeking to do business with a state agency, and are therefore considered to be a **regulated donor**. In general, public officials or state employees may not accept gifts from regulated donors.

Regulated Donors

Regulated donors include:

- Registered lobbyists (the OSE can tell you who is registered);
- Individuals or groups doing business with a state department or agency;
- Individuals or groups seeking to do business with a state department or agency;
- Individuals or groups engaged in activities regulated by a state department or agency; or
- Contractors pre-qualified by the Connecticut Department of Administrative Services (Conn. Gen. Stat. § 4a-100).

A **gift** is defined as anything of value that is directly and personally received by a public official or state employee (or sometimes family members of those two categories) *unless* consideration of equal or greater value is provided. Conn. Gen. Stat. § 1-79 (e).

Gift Exceptions

There are, however, certain exceptions to this definition of gift. Not all exceptions are covered below; see Conn. Gen. Stat. § 1-79 (e) (1) – (17) for the complete list.

- **Token Items** – Regulated donors such as current or potential state contractors may provide any item of value that is under \$10 (such as a pen, mug, or inexpensive baseball cap) to a public official or state employee, provided that the annual aggregate of such items from a single source is under \$50. Conn. Gen. Stat. § 1-79 (e) (16).
- **Food and Beverage** – Regulated donors may also provide up to \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the regulated donor or his/her representative is in attendance when the food and/or beverage is being consumed. Conn. Gen. Stat. § 1-79 (e) (9).
- **Training** – Vendors may provide public officials and state employees with training for a product purchased by a state or quasi-public agency provided such training is offered to all customers of that vendor. Conn. Gen. Stat. § 1-79 (e) (17).
- **Gifts to the State** – Regulated donors may provide what are typically referred to as “gifts to the state.” These gifts are goods and services provided to a state agency or quasi-public agency for use on state or quasi-public agency property or that support an event, and which facilitate state or quasi-public action or functions. Conn. Gen. Stat. § 1-79 (e) (5).

- *Other Exceptions* – There are a total of 17 separate gift exceptions in the Code. Also exempt from the definition of gift are items such as informational materials germane to state action, ceremonial plaques or awards costing less than \$100, or promotional items, rebates or discounts also available to the general public. See Conn. Gen. Stat. § 1-79 (e) (1) – (17).

Note: The popularly-cited exception for major life events does not apply to those who are regulated by, doing business with or seeking to do business with a state agency. The only regulated donor that can make use of this very narrow exception is a registered lobbyist.

Gift Provisions

Example: You are in the process of submitting a contracting bid to a state agency. You provide the agency head with a gift certificate for \$45 to a popular West Hartford eatery for her to use on her own. You have not previously given anything of value to this individual.

Even though you are under the permissible \$50 food and beverage limit, this gift is not allowed because you or your representative will not be in attendance while the food and beverage is being consumed.

Reporting Requirements

Should you or your representative give anything of value to a public official or state employee, you must, within **10 days**, give the gift recipient and the head of that individual's department or agency a written report stating:

- Name of the donor;
- Description of item(s) given;
- Value of such item(s); and
- Total cumulative value of all items to date given to that recipient during the calendar year.



This helps both you and the state employee keep track of the gift exceptions noted above, so that permissible limits are not exceeded. Conn. Gen. Stat. § 1-84 (o).

Necessary Expenses

You may provide necessary expenses to a public official or state employee **only** if the official or employee, in his/her official capacity, is actively participating in an event by giving a speech or presentation, running a workshop, or having some other active involvement.



Necessary expenses can include:

- Travel (not first class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Entertainment costs (tickets to sporting events, golf outings, night clubs, etc.) are **not** necessary expenses. Necessary expense payments also **do not** include payment of expenses for family members or other guests.

Please note, within 30 days of receiving payment or reimbursement of necessary expenses for lodging or out-of-state travel, state employees must file an ETH-NE form with the Office of State Ethics (OSE). Conn. Gen. Stat. § 1-84 (k).



Fees/Honorariums

Public officials and state employees may **not** accept fees or honorariums for an article, appearance, speech or participation at an event in their official capacity.

Fees or honorariums for such activities, if offered based solely on expertise and without any regard to official capacity, may be acceptable. Contact the OSE before offering such payment to an official or employee. Conn. Gen. Stat. § 1-84 (k).

Necessary Expenses, Fees and Honorariums

Example: You invite a state employee to travel to New York City to give a speech to your managers on issues surrounding contracting with a state agency. You provide Amtrak fare for the employee as well as his spouse, who will spend the day in the city. The evening of the speech, you will treat the employee and his spouse with complimentary tickets to a Broadway show in lieu of a speaking fee.

You may provide non-first class travel expenses only to the state employee who is actively participating in an event. In this case, you may only provide Amtrak fare for the employee giving the speech, not his spouse. Entertainment costs, such as tickets to a show, are not considered necessary expenses and may not be provided. Additionally, state employees may not accept fees or honorariums for a speech given in their official capacity.

HIRING STATE PERSONNEL

Post-state Employment (Revolving Door)

If you are considering hiring a *former* state employee, you should be aware of the Code's post-state employment, or revolving door, provisions.

Lifetime Bans

- Former state employees may **never** disclose any confidential information they learned during the course of their state service for anyone's financial gain. Conn. Gen. Stat. § 1-84a.
- A former state official or employee may **never** represent anyone other than the state regarding a particular matter in which he or she was personally or substantially involved while in state service and in which the state has a substantial interest. This prevents side-switching. Conn. Gen. Stat. § 1-84b (a).

One-year Bans

- If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for a period of **one year** after leaving state service. Conn. Gen. Stat. § 1-84b (b). (See Advisory Opinion 2003-3, which provides a limited exception to this provision if the employee is providing purely technical expertise, for example, to help implement a previously-awarded contract. This exception applies to extremely limited circumstances; contact the OSE for guidance.)
- You are prohibited from hiring a former state official or employee for a period of **one year** after he or she leaves state service if that individual was substantially involved in, or supervised, the negotiation or award of a contract (that you or your business was a party to) valued at \$50,000 or more, and the contract was signed within his or her last year of state service. Conn. Gen. Stat. § 1-84b (f).
- Employees who held certain specifically-designated positions (with significant decision-making or supervisory responsibility) at certain state regulatory agencies are prohibited from seeking or accepting employment with any business subject to regulation by the individual's agency within **one year** of leaving the agency. Note that there is an exception for *ex-officio* board or commission members. Conn. Gen. Stat. § 1-84b (c).

Post-state Employment

Example: You run a hospital regulated by the Office of Health Care Access (OHCA). You would like to offer a job to the former Commissioner of OHCA, who has been out of state service for 5 months.

Because the hospital is regulated by a state agency whose Commissioner is specifically designated in 1-84b (c), the former head of such agency would not be permitted to accept employment with you for one full year after leaving state service. See Advisory Opinion 2003-19.

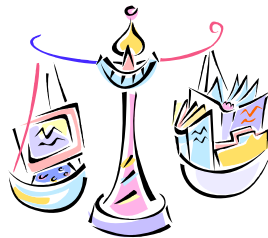
Outside Employment for Current Public Officials and State Employees

If you are considering hiring a *current* state employee, especially from a state agency with which you do business or by which you are regulated, you should be aware of the following rules regarding the employment of current state employees.

- A current state employee may not accept outside employment that impairs his or her independence of judgment regarding his or her state duties, or that encourages him or her to disclose confidential information learned in his or her state job. Conn. Gen. Stat. § 1-84 (b).
- A current state employee may not use his or her state position for financial gain, however inadvertent that use may be. For example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you. Conn. Gen. Stat. § 1-84 (c).

Other Considerations

Business entities engaged in Indian gaming activities in the state should be aware of specific provisions that apply to present or former Gaming Policy Board or Division of Special Revenue public officials or employees. See Conn. Gen. Stat. §§ 1-84b (d) and (e).



Outside Employment

Example: Your small business occasionally receives grants or contracts from Agency X. You know that a particular contract manager with Agency X has the skills you need to help you grow your business. This employee has expressed interest in earning a little extra money for himself, while helping you with your business in the evenings and on weekends.

It would constitute an impermissible impairment of judgment for the employee of Agency X, who has contract management responsibilities, to accept outside employment with your business – a business that receives grants or contracts from Agency X.

OTHER PROVISIONS

Prohibited Activities for Consultants or Independent Contractors

If you are hired by the state as a consultant or independent contractor, you are prohibited from the following:

- Using your authority under the contract or any confidential information acquired during the course of the contract for your financial gain or the financial gain of your immediate family;
- Accepting another state contract that would impair your independence of judgment or your performance in your existing state contract;
- Accepting anything of value based on the understanding that your actions on behalf of the state would be influenced;

Conn. Gen. Stat. § 1-86e (1) – (3); see also Conn. Gen. Stat. § 1-101nn.



Gift and/or Campaign Contribution Certifications

Contractors seeking large state contracts must provide certifications regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. Copies of these certifications and other updated information regarding state contractors can be found on the Web sites of the Department of Administrative Services (www.das.state.ct.us) and the Office of Policy and Management (www.opm.state.ct.us).

Investment Services and the Office of the Treasurer

If you or your business provides investment services, as defined in the Code, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84 (n).



Registering as a Lobbyist

If you or your business spends or receives over \$2,000 in a calendar activities that constitute lobbying under Part II of the Code of Ethics (whether to affect legislation or the actions of an administrative state agency), you/your business may have to register as a lobbyist with the Office of State Ethics. Lobbyist registration information is available at www.ct.gov/ethics.

Contribution Ban for Communicator Lobbyists (Conn. Gen. Stat. § 9-610 (g) and (h).)

Registered communicator lobbyists, their affiliated political action committees (PACs) as well as members of their immediate families are banned from soliciting or donating political campaign contributions. Please contact the State Elections Enforcement Commission at 860-566-1776 for more information.

Sessional Contribution Ban for Client Lobbyists (Conn. Gen. Stat. § 9-610 (e).)

Registered lobbyists and their affiliated political action committees (PACs) are banned from soliciting or donating political campaign contributions. Specifically, there is a temporary ban while the General Assembly is in session that applies to all registered client lobbyists and their affiliated PACs. Please contact the State Elections Enforcement Commission at 860-566-1776 for more information.

Public Act 05-287

Public Act 05-287 prohibits anyone who is a party (or seeking to become a party) to a large state construction, procurement, or consultant services contract over \$500,000 from:

- Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage;
- Intentionally or recklessly charging a state agency for work not performed or goods or services not provided;
- Falsifying invoices or bills; or
- Intentionally violating or circumventing state competitive bidding and ethics laws.

This Act also requires any prospective state contractor to affirm in writing that he or she has received a summary of the state's ethics laws and that his or her key employees have read and understood the summary and agree to comply with the applicable provisions. Conn. Gen. Stat. § 1-101qq.

An affirmation form is available through the Department of Administrative Services.

Executive Orders

Executive Order 3

Under this Order, the Department of Administrative Services established and maintains on its Web site the State Contracting Portal for purposes of posting all contracting opportunities with state agencies and providing information on contracting processes and procedures.

Executive Order 7C

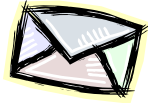
This Order covers the State Contracting Standards Board, established to conduct a comprehensive review of existing procurement and contracting laws and prepare a uniform code to govern all aspects of procurement and contracting by January 1, 2007.

The full text of these Executive Orders can be found on the Governor's Web site, www.ct.gov/governorrell/site/default.asp.

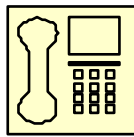
FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE are not intended to be exhaustive. For more information regarding the Code of Ethics as it pertains to current or potential state contractors, please contact the Office of State Ethics, Monday – Friday, 8:30 a.m. to 5:00 p.m.

Office of State Ethics
18-20 Trinity Street
Hartford, CT 06106-1660



T: 860/566-4472
F: 860/566-3806
www.ct.gov/ethics



Specific Contacts:

Questions or advice regarding the Ethics Codes: Ethics.Code@ct.gov

Lobbyist filing/reporting questions: lobbyist.OSE@ct.gov

Public official filing/reporting questions: SFL.OSE@ct.gov

Enforcement questions: Ethics.Enforcement@ct.gov

All other inquiries: ose@ct.gov



April 2008

EXHIBIT C

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to,

forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT D

NONDISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, signer's name, signer's title, of name of entity, an entity lawfully organized and existing under the laws of name of state or commonwealth, do hereby certify that the following is a true and correct copy of a resolution adopted on the ____ day of ____, 20____ by the governing body of name of entity, in accordance with all of its documents of governance and management and the laws of name of state or commonwealth, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That name of entity hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this ____ day of ____, 20____.

Signature

Effective June 25, 2007

EXHIBIT E

ASSIGNMENT OF WARRANTIES AND GUARANTEES

THIS AGREEMENT is made as of the ____ day of _____, 20__, between the **STATE OF CONNECTICUT**, acting by and through the Secretary of the Office of Policy and Management ("Assignor"), and the **CAPITAL CITY ECONOMIC DEVELOPMENT AUTHORITY**, a body corporate and public ("Assignee").

RECITALS:

WHEREAS, Assignor as Owner and _____, as Contractor entered into that certain AIA Document _____, Standard Form of Agreement Between Owner and Contractor dated as of _____ ("Construction Agreement") providing for the Contractor to perform the services set forth in the Construction Agreement for the construction of the Grove Street Connector within the Adriaen's Landing Project (the "Connector");

WHEREAS, Assignor has leased to Assignee portions of its right, title and interest in and to the Connector and its fixtures and appurtenances all as more particularly set forth in a certain lease agreement ("Lease") of even date herewith by and between the Assignor and Assignee, notice of which will be duly recorded on the land records of the City of Hartford;

WHEREAS, the Construction Agreement provides, in part, that _____: 1) provide certain direct warranties and guarantees to Assignor as Owner; 2) assign assignable third party warranties and guarantees to the Owner, and 3) enforce _____'s rights on behalf of the Owner for all non-assignable warranties and guarantees (collectively, the "Warranties and Guarantees");

WHEREAS, Assignor desires to transfer and assign all of its transferable direct and indirect Warranties and Guarantees to Assignee for any and all portions of the Connector Project Work, as defined in the Construction Agreement.

NOW THEREFORE, in consideration of the lease in whole or in part of the Connector Project to the Assignee and Assignee's operation of the Connector Project pursuant to the master development plan, as amended or as may be amended and prepared pursuant to §32-654 C.G.S., as revised, and other good and valuable consideration, the mutual receipt and legal sufficiencies of which are hereby acknowledged, the parties hereby agree as follows:

Effective on the date the Connector Project which has been leased to the Assignee under the Lease and for which delivery of possession has occurred and thereafter effective upon each and every other subsequent date of delivery of possession of any remaining portion(s) of the Connector Project, Assignor hereby assigns, transfers and sets over, without representation, warranty or covenant, unto Assignee and Assignee hereby accepts from Assignor all of Assignor's right, title and interest in and to all transferable direct and indirect Warranties and Guarantees from _____ all as set forth in the Construction Agreement, solely with respect to the Connector Project Work including, but not limited to, any fixtures and appurtenances thereto leased to Assignee by Assignor.

Notwithstanding the above, the Assignor hereby reserves to itself and its successors and assigns (other than Assignee) the right to pursue, claim, enforce or seek recovery from _____ for the Warranties and Guarantees that govern any portion of the Connector Project that the Assignor has leased to the Assignee, but for which delivery of possession has not occurred, or as to any portion or all of the Connector Project that reverts to

the Assignor as a result of the expiration or earlier termination of the term of the Lease or any other event that restores the ownership of all or such portion of the Connector Project to the Assignee free of the encumbrance of the Lease.

The Assignor further reserves to itself and its successors and assigns all its rights to pursue, claim, enforce or seek recovery from third parties for any Warranties and Guarantees that are nontransferable.

This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date above written.

WITNESSED BY:

ASSIGNOR:

STATE OF CONNECTICUT

Acting by and through its Secretary of the
Office of Policy and Management

By: _____
Robert L. Genuario, Secretary of the
Office of Policy and Management
Authorized pursuant to Sections 32-655
and 32-656, C.G.S., as revised

WITNESSED BY:

ASSIGNEE:

**CAPITAL CITY ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
Name:
Title:
Duly Authorized

Accepted and Agreed to:

By: _____
Its:
Duly Authorized

_____, 20____
Date

NOTICE OF AWARD

TO: _____

PROJECT NAME:

BID 63-628 – GROVE STREET OVERPASS IN THE CITY OF HARTFORD, STATE PROJECT #63-628, FEDERAL AID PROJECT # **H161 (002)**, HARTFORD CT

The State of Connecticut, Office of Policy and Management (“Owner”) has considered the Bid submitted by you for the above described work in response to its Advertisement for Bids dated _____, 200____, and Information for Bidders.

You are hereby notified that your Bid has been accepted in the amount of \$_____

You are required to return the acknowledgment copy of this Notice of Award, properly signed and otherwise executed, to the Owner.

Dated this _____ day of _____, 200__.

OWNER: STATE OF CONNECTICUT, OFFICE OF POLICY AND
MANAGEMENT

By: _____
Robert L. Genuario
Title: Secretary

CONTRACTOR’S ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by:

_____ on this the _____ day of _____, 200__.
(Name of Contractor)

By: _____
(Signature)

Title: _____

NOTICE TO PROCEED

PROJECT REFERENCE: BID 63-628 – Grove Street Overpass in the City of Hartford, State Project #63-628,
Federal Aid Project # **H161 (002)**, Hartford, CT

To: _____

You are hereby notified to commence work on the referenced project, in accordance with the executed Personal Services Agreement dated _____, 200__. Work must begin on or before _____, 200__, and you are to complete the work within 410 consecutive calendar days thereafter.

The date of completion of all work is therefore _____, 200__.

You are required to return the acknowledgment copy of this Notice to Proceed, properly signed and otherwise executed, to the State of Connecticut, Office of Policy and Management.

Dated this _____ day of _____, 200__.

OWNER: STATE OF CONNECTICUT, OFFICE OF POLICY AND
MANAGEMENT

By: _____
Robert L. Genuario
Title: Secretary

CONTRACTOR'S ACKNOWLEDGMENT OF RECEIPT OF NOTICE OF AWARD

Receipt of the above Notice to Award is hereby acknowledged by:
_____ on this the _____ day of _____, 200__.
(Name of Contractor)

By: _____
(Signature)
Title: _____

GENERAL CONDITIONS

ARTICLE 1 – SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the work contemplated by these Contract Documents as required by and in strict accordance with the Drawings, Specifications and Addendum (or Addenda), and/or required by, and in strict accordance with, such Change Orders as are issued pursuant to this contract. The Contractor shall perform all other obligations imposed on him by these Contract Documents. The Contractor shall be responsible for all materials delivered and work performed until completion and final acceptance. Upon completion, the work shall be delivered complete, undamaged and in proper operating order to the State of Connecticut, Office of Policy and Management (“OPM”).

ARTICLE 2 – PERMITS AND REGULATIONS:

- A. The Contractor shall procure and pay for all permits, bonds, insurance, licenses, and approvals, except environmental permits and the State building permit, necessary for the execution of the Contract Documents. All State permit fees will be waived.
- B. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences, and other protective facilities.
- C. The Contractor shall comply with and abide by all conditions, stipulations, requirements, and other terms contained in all permits relating to work on this project. The Contractor shall not deviate from any requirement of any permit without the written consent of OPM and the authority of the permitting agency. The Contractor shall be responsible of notifying all regulating agencies prior to work as described in each permit.
- D. The Contractor shall familiarize himself with, base his Bid upon, and abide by all requirements of any permit to be issued in conjunction with the work required under these Contract Documents.
- E. Contractor shall utilize “Call Before You Dig” 1-800-922-4455 prior to any excavation to protect against any and all utilities.
- F. Should any road or lane require to be closed at any one time, the Contractor shall be responsible to obtain a Road Closure Permit from either the City of Hartford or the State of Connecticut.

ARTICLE 3 – REPRESENTATIONS OF CONTRACTOR:

- A. The Contractor represents and warrants that:
 - 1. he is financially solvent; and
 - 2. he is experienced and competent to perform the type of work required; and
 - 3. that he can furnish the plant , material, supplies, labor, and equipment required by the work; and
 - 4. he is familiar with all Federal, State, and Local laws, ordinances, orders, and regulations which may, in any way, affect the work of those employed therein, including but not limited to any special acts relating to the work or the project of which it is a part; and

5. such temporary and permanent work required by the Contract Documents to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property; and
6. he has carefully examined the Drawings, Specifications, and Addendum (or Addenda) if any, and the site of the work, and that from his own investigation he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials which may in any way affect the work or its performance; and
7. he is aware of the hazards involved in the work and the danger to life and property both evident and inherent, and that he will conduct the work in a careful and safe manner in accordance with all governing laws and regulations without injury to persons or property.

ARTICLE 4 – INSPECTION:

- A. OPM or its Engineer will be allowed to inspect all work, materials, payrolls, record of personnel, invoices of materials, and other relevant data and records of the Contractor and his subcontractors.
 1. The Contractor shall remain responsible, regardless of any such inspection by OPM or its Engineer, for adherence to the intent of the Contract Documents, conformance with the requirements of all regulatory agencies and utility companies and the adequacy of all safety precautions, whether or not such inspection, by inference or otherwise, signifies approval of the work, materials or method of construction.
 2. The Contractor shall conform to Section 1.05.09 to 1.05.11 of “State of Connecticut Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction Form 816 (2004)” as amended thereof and stated as follows:
 - a. Authority of Inspectors: Inspectors employed by OPM are authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work, and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the inspector as the materials furnished or the manner of performing the work, the inspector has the authority to reject material or stop the work until the question at issue can be referred to and decided by the Engineer. The inspector is not authorized to revoke, alter, enlarge, relax or release any requirements of the Contract Documents, nor to approve or accept any portion of the work nor to issue instructions contrary to the Contract Documents. The inspector shall in no case act as a foreman or fulfill other duties for the Contractor. Any advice which the inspector may give the Contractor shall not be construed as binding OPM in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract Documents.
 - b. Inspection: All materials and each part or detail of the work shall be subject at all times to inspection by the Engineer or representative. Such inspection may include mill, plant, shop or other types of inspection; and any material furnished under the Contract Documents is subject to such inspection. The Engineer or Representative shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as the Engineer deems necessary to make a complete, detailed, and timely inspection.

The Contractor shall always notify the Engineer of its intention to perform work on the Project, including notice of the particular work it intends to perform, at least 24 hours before the Contractor commences that work. If, after receiving such notice, the Engineer decides that he needs more than 24 hours to arrange for and conduct inspection related to that work, he shall so notify the Contractor, and the Contractor shall refrain from commencing the work until such inspection has been conducted. The Contractor may not commence any portion of its work without prior related inspection by the Engineer or representative unless the Engineer so consents.

If, at any time before OPM acceptance of the Project, the Engineer requests the Contractor to remove or uncover any portion of the Project work for inspection by the Engineer, the Contractor shall do so. After such

inspection is completed, the Contractor shall restore such portions of the work to the condition required by the Contract Documents as construed by the Engineer. If the work exposed and inspected under this provision proves acceptable to the Engineer, OPM shall pay the Contractor for removing or uncovering of its previous Contract work. OPM shall pay the Contractor for such removal or uncovering work and restoration of the prior work as extra work. If the work exposed and inspected proves, in the opinion of the Engineer, not to conform to Contract Document requirements, the Contractor shall be responsible for the costs of the removal or uncovering work and the restoration to acceptable standards as established by the Engineer.

Any work done or materials used without suitable inspection by OPM representative may be ordered exposed for examination and testing, and restored at the Contractor's expense. If found unacceptable, the work shall be removed and replaced at the Contractor's expense.

- c. **Removal of Defective or Unauthorized Work:** Work that does not conform to the requirements of the Contract Documents shall be remedied in a manner acceptable to the Engineer or removed and replaced at the Contractor's expense in a manner acceptable to the Engineer.

No work shall be done without lines and grades having been established in the field. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans, or any extra work done without written direction from the Engineer will be considered as unauthorized and will not be paid for. Work so done may be ordered removed or replaced at the Contractor's expense.

If the Contractor fails to comply with any order of the Engineer made under the provisions of this Article, the Engineer has the authority to cause unacceptable work to be remedied or removed and replaced, and unauthorized work to be removed, by a party or parties other than the Contractor and to deduct the costs of such activities from any monies due or to become due to the Contractor.

- 3. This project is subject to the State of Connecticut Building Code. The Contractor shall coordinate the scheduling of all required inspections with the Office of the State Building Inspector.
- 4. The Contractor will provide two week look ahead schedule to facilitate the coordination of required inspections and provide notice of upcoming work to the Connecticut Convention Center, Downtown Marriott Hotel, and the Connecticut Science Center.

ARTICLE 5 – WARNING MARKINGS FOR UNDERGROUND FACILITIES

- A. This section shall conform to Section 1.05.15 of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction Form 816 (2004)" as amended thereof and stated as follows:

- 1. In conformance with Sections 16-345-1 through 16-345-6 of the Regulations of the Department of Public Utility Control, the Contractor shall install a warning tape located a minimum of 300 mm (12 inches) above all conduits, wires, cables, utility pipes, drainage pipes, under drains or other facility. The warning tape shall be of durable impervious material, designed to withstand extended underground exposure without material deterioration or fading of color. The tape shall be of the color assigned to the type of facility for surface markings and shall be durably imprinted with an appropriate warning message. The tape shall also comply with the specific requirements of the utility which owns the facility.

All tapes, unless otherwise directed by the specific utility, shall be detectable to a depth of at least 1m (3 ft) with a commercial radio-type metal locator.

Assigned Colors are:

- a) Green – Storm and sanitary sewers and drainage systems, including force mains and other non-hazardous materials.
- b) Blue – Water

- c) Orange – Communication lines or cables, including but not limited to those used in or in connection with telephone, telegraph, fire signals, cable television, civil defense, data systems, electronic controls and other instrumentation.
- d) Red – Electrical power lines, electrical power conduits and other electrical power facilities, traffic signals and appurtenances and illumination facilities.
- e) Yellow – Gas, oil petroleum products, steam, compressed air, compressed gases and all other hazardous material except water.
- f) Brown – Other
- g) Purple – Radioactive materials.

ARTICLE 6 – CONTROL OF MATERIALS:

- A. Source of Supply and Quality: The Contractor must obtain the Engineer's approval of the source of supply of each of the materials specified in the Contract Documents before delivery of such materials to the Project site is started. If, at any time, it is found by OPM that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable to the Engineer, the Contractor shall furnish approved materials from other approved sources. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the work. No material which, after approval, has in any way become unfit for use shall be used in the work.

When the Contractor proposes to use materials from a source not currently approved by the Engineer, the Contractor shall submit as a prerequisite to consideration for source approval such evidence as the Engineer may request, showing that the materials from the proposed source meet the Contract Document requirements and will be available to the Contractor in sufficient quantity to assure continuous and satisfactory progress of the work..

Where one manufacturer's product is specified in the Contract Documents, it shall be understood that this represents the standard required, but that a comparable product of another manufacturer may be considered as a satisfactory substitute and approved, unless the plans or special provisions indicate that no substitutions shall be allowed. Should a Contractor desire to use a product which he considers equal or Superior to the one material specified, the Contractor shall submit a complete description of the item, with copies of shop drawings, cuts and other descriptive literature which completely illustrates such item presented for formal approval. Such approval shall not change any Contract Document requirements for a certified test report and materials certificate.

1. Samples and Test: The Contractor must obtain the Engineer's approval of all materials to be incorporated into the work in advance of such work. Approval of materials may be by certification accepted by the Engineer, written permission of the Engineer, or prior test and/or inspection approved by OPM. Any work in which materials are used without (1) approved certification accepted by the Engineer, (2) prior test and/or inspection and approval by OPM, or (3) written permission of the Engineer, may be considered unauthorized and therefore not paid for. Materials tests and/or inspection, when required, will be made by the Contractor at their expense unless otherwise noted in these specifications.

Certification will be used as the basis of approval for such material as the Contract Documents may specify or the Engineer may designate. For such materials, the Contractor shall furnish the Engineer a Certified Test Report and Materials Certificate, as may be required for each type of material.

Any cost involved in furnishing the certificate shall be borne by the Contractor.

Sampling will be as shown in the latest edition of the "Schedule of Minimum Requirements for Sampling Materials for Test", and tests will be made in accordance with the latest revision of the standard method of AASHTO, ASTM, or other standards accepted by OPM which are in effect at the time of bidding, unless otherwise specified on the plans or in the special provisions. Any items not covered in the "Schedule of Minimum Requirements for Sampling Materials for Test", special provisions, or plans shall be sampled and tested or certified, as directed by the Engineer.

This project is subject to the Special Inspection Program under The State of Connecticut Building Program. The Contractor is responsible to coordinate with the Engineer for scheduling all testing and inspections required as specified on the Statement of Special Inspections.

Representative preliminary samples of the material proposed for use shall be submitted for examination, without charge by the Contractor or producer. Samples submitted shall be taken by a representative of a commercial laboratory approved by the Engineer. All materials are subject to inspection, testing or retesting at the Engineer's direction at any time during their manufacturing, fabrication or use.

The Contractor shall furnish required samples without charge, and provide secure facilities for their storage. The Contractor shall provide means for, and shall assist in, the verification of all scales, measures and other devices which it operates.

Materials will be rejected by the Engineer whenever, in his judgment, they fail to meet the requirements of the Contract Documents.

The Engineer may accept a material or combination of materials and therefore waive noncomplying test results, provided that all of the following conditions are met:

- a. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
- b. The incidence and degree of non-conformance with the Contract Document requirements are, in the Engineer's judgment, within reasonable limits.
- c. The Contractor, in the Engineer's judgment, had diligently exercised material controls consistent with good practices.
- d. No adverse effect on the value or serviceability of the completed work could result.

The Engineer may at his discretion waive testing of minor quantities of material when such material is obtained from sources which have previously provided supplies of that material which have consistently met approved testing standards.

2. Storage: The Contractor shall store all materials for the Project in a way which ensures that their quality and fitness for the work will be preserved, and that Materials shall be kept on wooden platforms or on other hard surfaces and not on the ground. When so directed by the Engineer, the Contractor shall store materials in a weather-proof building.

ARTICLE 7 – PAYMENTS TO THE CONTRACTOR:

- A. On or about the first day of a calendar month, the Contractor shall make a written estimate report to OPM of the total amount and the value of the work done to date on the project over the preceding month. OPM or its Engineer will review the estimate and, if it is approved, OPM will pay the Contractor within forty five (45) days after approval of the estimate, subject to subparagraph "C" below. When preparing and submitting partial payment estimates, the following procedure shall be followed:
 1. At least once each month (or more often, as conditions warrant), the Contractor shall meet with OPM's field representative and Engineer to review the quantities of the various work items that have been completed during the period covered by the payment request. The quantities of all items shall be agreed upon by both the Contractor and OPM's field representative.
 2. The Contractor shall then prepare a periodic payment request in an approved format and shall submit the request to the Engineer and OPM's field representative for their review.
 3. The Engineer and OPM's field representative shall then have ten (10) days in which to review the periodic payment request and either recommend payment thereof to OPM or return it to the Contractor for corrections, the Contractor

shall revise the document and resubmit it to the Engineer and OPM's field representative who shall have ten (10) days to conduct his review of the revised payment request. This procedure shall be repeated as necessary until the request is correct and satisfactory to the Engineer and OPM's field representative.

4. Upon receipt of the approved partial payment request, OPM shall process payment within 45 days.
 5. OPM, at its next regularly scheduled meeting, shall consider the partial payment request and the recommendation of the Engineer and shall take action on the request as it deems appropriate.
- B. The Contractor shall include in such monthly estimate, only such materials as are incorporated in the work, except that he may include, upon written request of the Contractor and upon delivery by the Contractor of a proper bill of sale from the Contractor to OPM accompanied by receipted vouchers or other acceptable proofs of the Contractor's ownership, a portion of the value of materials or equipment delivered at the site of the work ready for use or properly stored and insured on-site or off-site as approved by OPM, providing, that in his judgment, they are materials or equipment which will shortly be needed and which the Contractor can and will adequately protect until incorporated in the work. Off-site storage is defined herein as a heated, moisture controlled, well-ventilated storage facility, with all required insurances and bonds, which provides adequate protection for equipment and material stored therein and is in a location approved by the Engineer.
- C. Withholding full and prompt payment shall be limited to the following:
1. Withholding of five (5%) percent of the dollar value, up to a maximum retainage of two hundred thousand (\$200,000) dollars, of all work satisfactorily completed to date, or properly stored as approved by OPM and provided in OPM's judgment, they are materials and equipment which will be shortly needed to incorporate in the work.
 2. When the work is complete and accepted and a Final Certificate, as hereinafter is defined, is issued by OPM, the withheld amount shall be reduced to an amount approximately equivalent to two (2%) percent of the total contract price, or to an amount as determined by OPM which will ensure the Contractor's obligations and performance for a period of one year after the date of the Final Acceptance.
 3. Such other amounts as set forth under Paragraphs F and G of this Article.
- D. All material and work covered by partial payments made shall thereupon become the sole property of OPM, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, as a waiver of the right of OPM to require the fulfillment of all the terms of the Contract Documents.
- E. Unless noted in the Schedule of Prices, no separate payment shall be made to the Contractor for the cost of bonds or insurance required by the Contract Documents or for the cost of preparation of any and all shop drawings. The cost of these items shall be deemed as overhead and shall be included in the costs of the various items included in the Contractor's Bid.
- F. OPM's Right to Withhold Certain Amounts and Make Application Thereof:
1. The Contractor agrees to indemnify and save OPM harmless from all claims growing out of the lawful demands of designers, subcontractors, laborers, workers, mechanics, material men, and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of these Contract Documents.
 2. The Contractor shall, at OPM's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then OPM may, after having served written notice on the Contractor, either pay unpaid bills, of which OPM has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon

payments to the Contractor may resume in accordance with the terms of these Contract Documents; but in no event shall the provisions of this subparagraph be construed to impose any obligations upon OPM to either the Contractor or his Surety.

3. In paying any overdue bills of the Contractor, OPM shall be deemed the agent of the Contractor. Any payment made under the Contract Documents by OPM on behalf of the Contractor shall not cause for OPM to become liable to the Contractor for any such payments made in good faith. OPM may withhold from the Contractor, as much of any approved payments due him as may be necessary, in the judgment of OPM, in order to protect OPM from loss due to defective work not otherwise remedied; or protect OPM from loss or injury to persons or damage to the work or property of other contractors, subcontractors, or other loss caused by the act or neglect of the Contractor or any of his subcontractors. OPM shall have the right as agent for the Contractor to apply any such amounts so withheld in such a manner as OPM may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payment for the account of the Contractor.

G. Allowable Deductions: OPM shall be entitled to deduct from progress payments which are due the Contractor amounts satisfactory to pay for all costs of:

1. inspection provided at request of the Contractor for work done on Saturdays, Sundays, or holidays, other than setting of precast beams and deck, which are stipulated to occur during weekend hours;
2. inspection, testing, police protection and any other costs as may be incurred during the re-execution of work rejected by OPM;
3. work performed by others at the direction of OPM which the Contractor failed to perform as required under the terms of these Contract Documents; and
4. penalty for failure to comply with OPM's requirements for Maintenance and Protection of Traffic.

H. Upon the completion of all work whatsoever required, the Contractor shall file a written certificate with OPM as to the entire amount of work performed and compensation earned by the Contractor, including extra work and compensation thereof, and including the date of completion.

ARTICLE 8 – FINAL CERTIFICATE AND PAYMENT

- A. Upon completion of the work in accordance with the Contract Documents and acceptance thereof by OPM and as soon thereafter as practicable, OPM shall prepare a Final Certificate which shall certify the value of the work performed and materials furnished and exact aggregate amount of the compensation to which the Contractor will become entitled under the terms of the Contract Documents. A copy of the Final Certificate shall be furnished to the Contractor. Upon approval of the Final Certificate by OPM, OPM shall pay the Contractor an amount equal to the total compensation to which the Contractor is entitled for the performance of the total contract less the amount of all previous payments, less an amount equivalent to approximately two (2%) percent of the total contract price or an amount which will insure performance by the Contractor for the full life of the guarantee period. Any payment, however, final or otherwise shall not release the Contractor or his sureties from any obligations under the Contract Documents. It is the responsibility of the Contractor to pay all subcontractors and suppliers.

ARTICLE 9 – ACCEPTANCE OF FINAL CERTIFICATE:

- A. The Contractor shall be conclusively deemed to have accepted the Final Certificate as a correct statement of the total liability of OPM and of the compensation paid and to be paid to the Contractor by OPM unless, within seven (7) days after delivery of his copy of the Final Certificate to him, the Contractor shall return such copy to OPM together with a statement of his objections to such Certificate and of any claim for damages or compensation in excess of the amounts shown on the certificate.

1. The acceptance by the Contractor of the Final Certificate approved by OPM shall constitute a release and shall discharge OPM from any further claims by the Contractor arising out of or related to the Contract Documents except the Contractor's claim for the balance of the compensation shown to be due on the Final Certificate. Final release discharging the Contractor's responsibility will be issued at the date of expiration of the guarantee period and upon final payment of retainages. Contractor must execute a release and hold-harmless form.

ARTICLE 10 – INSURANCE:

- A. In addition to the provisions of this Article, the Contractor shall also refer to Article 11 entitled "Indemnity of OPM by the Contractor".

1. General:

1. The Contractor shall be responsible for maintaining insurance, coverage in force for the life of these Contract Documents, and in addition, until the expiration of the guarantee period, of the kinds and in the adequate amounts to secure all of his obligations under the Contract Documents; and with insurance companies licensed to write such insurance in the State of Connecticut. The kinds and amounts of such insurance carried shall not be less than that stipulated herein, and the Contractor agrees that the stipulation of the kinds and minimum amounts of insurance coverage, or the acceptance by OPM of Certificates indicating the kinds and limits of coverage, shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless OPM, the Engineer, their agents, and employees from any claims for damages arising out of the Contract Documents to either persons or property.

The following "Indemnity Agreement" shall apply and must be stated on Contractor's "Certificate of Insurance".

"Contractor will indemnify and hold OPM harmless against any and all claims, damages, losses, costs, penalties, expenses and compensation arising out of injuries and damages sustained by or alleged to have been sustained by, any person or persons or any property, real or personal, which is or is alleged to be, occasioned in whole or in part by the acts or omissions of Contractor, material suppliers or anyone directly or indirectly employed by them or any of them while engaged in the performance of their work"

Contractors shall furnish Certificates of Insurance endorsed as noted: State of Connecticut, Office of Policy and Management, Adriaen's Landing/Rentschler Field Project Office and the following shall be named as an additional insureds:

The State of Connecticut
Capitol City Economic Development Authority
Waterford Development LLC
Waterford Group LLC
Waterford Venue Services Hartford LLC
City of Hartford
Phoenix Life Insurance Company
The Travelers Indemnity Company
Connecticut Development Authority
Michael H. Ezell, Architect and Thompson, Ventulett, Stainback & Associates
Connecticut Science Center, Inc.
Purcell Associates

And their subsidiaries, associated and affiliated companies, successors and/or assigns, as now exist or may hereafter be acquired or formed and any corporation or other business organization which any of the named insured's owns, operates or controls, including the interest as successor to any corporation or other business organization acquired, merged or transformed into any of the foregoing, and any trust, foundation, funds and welfare plans of any kind and other interests as now or hereafter related to the insured but not specifically named

2. Upon award of Bid, Contractor shall submit Certificate of Insurance as required. : State of Connecticut, Office of Policy and Management, Adriaen's Landing/Rentschler Field Project Office and the following shall be named as an additional insureds:

The State of Connecticut
Capitol City Economic Development Authority
Waterford Development LLC
Waterford Group LLC
Waterford Venue Services Hartford LLC
City of Hartford
Phoenix Life Insurance Company
The Travelers Indemnity Company
Connecticut Development Authority
Michael H. Ezell, Architect and Thompson, Ventulett, Stainback & Associates
Connecticut Science Center, Inc.
Purcell Associates

And their subsidiaries, associated and affiliated companies, successors and/or assigns, as now exist or may hereafter be acquired or formed and any corporation or other business organization which any of the named insured's owns, operates or controls, including the interest as successor to any corporation or other business organization acquired, merged or transformed into any of the foregoing, and any trust, foundation, funds and welfare plans of any kind and other interests as now or hereafter related to the insured but not specifically named

3. OPM may request the Contractor to submit copies of the required insurance policies for further review. OPM may, in writing, notify the Contractor of any disapproval of any such policies, and satisfactory policies shall be provided in place of those disapproved. The Contractor shall require its subcontractor to obtain policies of similar insurance before each commences work. The Contractor shall furnish OPM with Certificates of Insurance for all policies held by his Subcontractors in conjunction with this project. All such insurance shall be carried with financially responsible insurance companies, kept in force throughout the guarantee period. Certificates of Insurance, covering all operations under these Contract Documents, which expire before the Contractor's work is accepted by OPM shall be renewed and submitted to OPM for its approval. All subcontractor's Certificates of Insurance shall list State of Connecticut, Office of Policy and Management, Adriaen's Landing/Rentschler Field Project Office and the following as additional insureds:

The State of Connecticut
Capitol City Economic Development Authority
Waterford Development LLC
Waterford Group LLC
Waterford Venue Services Hartford LLC
City of Hartford
Phoenix Life Insurance Company
The Travelers Indemnity Company
Connecticut Development Authority
Michael H. Ezell, Architect and Thompson, Ventulett, Stainback & Associates
Connecticut Science Center, Inc.
Purcell Associates

And their subsidiaries, associated and affiliated companies, successors and/or assigns, as now exist or may hereafter be acquired or formed and any corporation or other business organization which any of the named insured's owns, operates or controls, including the interest as successor to any corporation or other business organization acquired, merged or transformed into any of the foregoing, and any trust, foundation, funds and welfare plans of any kind and other interests as now or hereafter related to the insured but not specifically named

4. It is expressly understood that the Contractor shall maintain all insurance policies required herein in force until the completion of the project and final acceptance by OPM. It alone shall be responsible for renewing all policies as they may expire and providing OPM with Certificates of Insurance for and copies of all policies current and in force.

If the Contractor fails to provide insurance as required herein or fails to provide OPM evidence of such insurance in the form of Certificates of Insurance for and copies of all policies and renewals thereof, OPM may, without notice being given, order the Contractor to suspend work on all or portions of the project until such time the Contractor provides evidence of insurance satisfactory to OPM. This right to suspend work shall be in addition to any other rights afforded OPM under the terms of these Contract Documents. Any such suspension of work ordered by OPM because of a failure by the Contractor to provide the required insurance or to provide OPM evidence of such insurance shall not entitle the Contractor to an extension of the contract time or an increase of the contract price and a change order shall not be issued.

5. Insurance shall be written for not less than any limits of liability required by law or those set forth in Section 1.03.07 of Form 816. (See <http://www.ct.gov/dot/cwp/view.asp?a=1385&Q=275956&dotPNavCtr=41877/#41878>)

B. Worker's Compensation Insurance

1. With respect to all operations the Contractor performs and all those performed for it by subcontractors, the Contractor and each such subcontractor shall carry Workers' Compensation Insurance in accordance with the requirements of State law. Each such contractor's Workers' Compensation policy shall contain the U.S. Longshoreman's and Harbor Workers' Act endorsement when work is to be performed over or adjacent to a navigable water.

C. Contractor's Commercial General Liability Insurance

1. The Contractor shall carry Commercial General Liability Insurance providing for a coverage for all damages arising out of bodily injuries to or death of one person, and subject to the stipulated limit for each person, a separate policy containing coverage for all arising out of bodily injuries to or death of two or more persons in any one accident; the Contractor's Commercial Property Damage and Liability Insurance providing for coverage in the stipulated amount for all damages arising out of injury to or destruction of property in any one accident; and subject to that limit per accident, a separate policy containing coverage for all damages arising out of injury to or destruction of property during the complete construction period.
2. The insurance shall be placed with such company as may be acceptable to OPM. The policy shall be submitted to OPM for examination and satisfactory certificates of said insurance shall be submitted with Contractor's bid to OPM. The Contractor will be charged with the responsibility for similar Public Liability protection for all his subcontract operations, and in the event that the Contractor's policy does not cover every subcontractor, certificate of insurance issued on policies by companies that shall be acceptable to OPM covering each and every subcontractor shall be filed with OPM prior to commencement of such subcontract operations.

D. Comprehensive Automobile Liability and Property Damage Insurance:

1. The Contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or nonowned vehicles in covering for all damages arising out of bodily injuries to or death of one person; and a separate or inclusive policy covering all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Vehicular Property Damage insurance coverage for all damages arising out of injury to or destruction of property.

E. Insurance Covering Special Hazards:

1. Special hazards shall be covered by rider or riders to the Public Liability and Property Damage Insurance Policy(ies) herein above required to be furnished by the Contractor or by separate policies of insurance as follows:
 - a) Property Damage Liability arising out of the collapse of or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

- b) Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused; other than explosions of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.
- c) Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to; or destruction of property at any time resulting therefrom.
- d) The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor, each certificate of insurance shall name State of Connecticut, Office of Policy and Management, Adriaen's Landing/Rentschler Field Project Office and the following: (as provided in paragraph C.2 of the Article)

The State of Connecticut
 Capitol City Economic Development Authority
 Waterford Development LLC
 Waterford Group LLC
 Waterford Venue Services Hartford LLC
 City of Hartford
 Phoenix Life Insurance Company
 The Travelers Indemnity Company
 Connecticut Development Authority
 Michael H. Ezell, Architect and Thompson, Ventulett, Stainback & Associates
 Connecticut Science Center, Inc.
 Purcell Associates

And their subsidiaries, associated and affiliated companies, successors and/or assigns, as now exist or may hereafter be acquired or formed and any corporation or other business organization which any of the named insured's owns, operates or controls, including the interest as successor to any corporation or other business organization acquired, merged or transformed into any of the foregoing, and any trust, foundation, funds and welfare plans of any kind and other interests as now or hereafter related to the insured but not specifically named

F. All Risk Insurance:

- 1. The Contractor shall acquire and maintain Fire and Extended coverage "All Risk" type Builders Risk Insurance. This insurance shall be in an amount equal to one hundred (100 %) percent of the insurable portion of the project and shall be for the benefit of OPM, the Contractor and each subcontractor as their interest may respectively appear. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the contract time, and until the work is accepted by OPM. This insurance shall be placed with such company as may be acceptable to OPM

G. Other Insurance Requirements:

- 1. In the event the form of any policy or certificate or the amount of the insurance or the companies writing same are not satisfactory to OPM, the Contractor shall secure other policies or certificates in the form, in the amount and/or with companies satisfactory to OPM.
- 2. The Contractor shall not cause policies to be canceled or permit them to lapse. All insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability, or amount of insurance until notice has been sent, by registered mail, to OPM stating when not less than fifteen (15) days thereafter, such cancellation or reduction shall be effective.
- 3. All certificates of insurance shall contain true transcripts from the policy authenticated by the proper office of the insurer evidencing in particular those insured, the extent of the insurance applies, the expiration date, and the above mentioned notice of cancellation clause.

4. Equal insurance shall be provided by any and all subcontractors of the work, regardless of the value of the work, unless otherwise modified in writing by OPM.
5. All insurance specified in these Contract Documents shall be provided by the Contractor and all subcontractors at no additional expense to OPM.
6. The Contractor shall require that the Insurance company (ies) from whom policies shall be acquired shall have reviewed all of the requirements for insurance as set forth in this document prior to execution of the Contract Documents and he shall submit, with his Bid, a Certificate of Contractors Insurance Company executed by the insurance companies asserting that the policy (ies) provided comply with all of the requirements set forth in this document.

ARTICLE 11 – INDEMNITY OF OPM BY CONTRACTOR:

- A. The Contractor shall, at all times, indemnify and save harmless OPM, the Engineer, and their employees, officers, and agents against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of OPM and the Engineer, and shall defend, indemnify and save harmless OPM, OPM's Program Manager, and the Engineer from any and all claims, demands, suits, actions or proceedings of any kind or whomsoever in any way resulting from or arising out of operations on connection herewith, including operations of subcontractors and act or omissions of employees or agents of the Contractor or his subcontractors.
- B. Insurance coverage specified elsewhere herein and in any special conditions constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract Documents. The Contractor shall procure and maintain at his own cost and expense, any additional kinds and amounts of insurance, which in his own judgment, may be necessary for his proper protection in the prosecution of the work. The Contractor agrees to well and truly save and indemnify and keep harmless, OPM, OPM's Program Manager, and the Engineer, against all liability, judgments, costs and expenses which may in any way come against OPM, OPM's Program Manager, and/or the Engineer, or which may in any way result from carelessness, omission or neglect of the Contractor resulting from the operation in connection herewith, including all liability to OPM resulting from failure to erect or maintain sufficient railing or fence as required by Section 13a-149, Connecticut General Statutes. Any additional cost of this save harmless insurance coverage shall be included in the price of the contract.

ARTICLE 12 – SUBCONTRACTING AND ASSIGNMENTS:

- A. The Contractor shall not assign, transfer and/or sublet any part of the Contract Documents, in whole or in part, to anyone else or in any way to abridge the terms of the Contract Documents without the expressed written permission of OPM. Except as approved by OPM, the Contractor shall keep the entire work in his name and under his complete control until the work is completed by the Contractor and accepted by OPM. Likewise, the Contractor shall not assign any of the money payable under the Contract Documents. Approval by OPM of the subletting of any part of the work shall not, under any circumstances, relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents.

ARTICLE 13 – LIENS:

- A. Neither the final payment, partial payment, not any part of the retained percentage shall become due until the Contractor, if required, shall deliver to OPM a complete or partial release of all liens arising out of these Contract Documents, or receipts in full in lieu thereof; and if required in either case, an affidavit that so far as he has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to OPM to indemnify him against

any liens. If any liens remain unsatisfied after all payments are made, the Contractor shall refund to OPM all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney fees.

ARTICLE 14 – CONTRACTOR’S OBLIGATION

- A. The Contractor shall and will in good workmanlike manner, do and perform all work, and furnish and unload all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, as necessary, or proper to perform and complete all the work as required by these Contract Documents within the time herein specified in accordance with the provisions of the Contract Documents, and in accordance with the directions of OPM as given from time to time during the progress of the work.
- B. The Contractor shall furnish, erect, maintain and remove such construction plant and such temporary work as may be required. He alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract Documents and shall do, carry on, and complete, the entire work to the satisfaction of OPM.
- C. The Contractor shall be solely responsible for all the work, and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage of whatever nature resulting from the work or resulting to persons property, or the work during its progress from whatever cause shall be the responsibility of and shall be borne and sustained by the Contractor.

ARTICLE 15 – INTERRUPTION OF EXISTING SERVICES

- A. The Contractor shall be solely responsible for any damage to existing building services caused either directly or indirectly by his activities. Upon first learning of such damage, he shall immediately take action as necessary to repair such damage and restore the services. This requirement shall apply to all services encountered including, but not limited to, water (including private and community wells), gas, electric, sewage, television, internet, and telephone services.
- B. In the event that repairs to damaged services will require an excessive amount of time (more than six hours), the Contractor shall provide temporary services throughout the duration of the repairs and until normal service is restored. This requirement is particularly critical in the case of water, electric, and sewage services.
- C. The cost for providing such temporary services shall be borne entirely by the Contractor and no charge in the contract price or contract time shall be granted. The Contractor shall be required to maintain such temporary services until such time as their use is no longer needed as determined by OPM.

ARTICLE 16 – GUARANTEE:

- A. Upon final completion of all work under these Contract Documents, the Contractor shall guarantee all work to be complete, properly installed, and free from defects (including latent defects) for a period of one year from the date referenced in the Final Certificate.
- B. Within two months from the scheduled end of the Guarantee Period, OPM will conduct an inspection of the work installed under these Contract Documents. Following the inspection, OPM shall deliver to the Contractor a list of those items requiring repair and/or replacement.
- C. Prior and as a condition precedent to the release of any retained sums the Contractor shall correct, restore, repair, replace or otherwise make good on all items contained in OPM’s inspection list to the satisfaction of and at no additional cost to OPM. An additional one-year guarantee period shall be applied to any items repaired and/or replaced during the Guarantee Period.

- D. The one-year Guarantee Period shall be in addition to any guarantees that may apply to specific items or equipment except that the Guarantee Period shall be considered to run concurrently with any other guarantee periods that may apply.
- E. If the work shall be found satisfactory in accordance with the Contract Documents, OPM shall approve the release of the Payment and Performance Bonds.

ARTICLE 17 – EQUAL EMPLOYMENT OPPORTUNITIES:

- A. The Contractor shall comply with all applicable provisions of any Federal and State equal employment opportunity laws, including but not necessarily limited to, Executive Order No. 11246 as amended by Executive Order No. 11375 and regulations issued there under.

ARTICLE 18 – COORDINATION WITH WORK BY OTHER PARTIES

- A. The Contractor shall make every effort to perform its work coordinating with other contractors for the State.
- B. A pre-construction meeting with all contractors shall be held prior to any work in an effort to develop a schedule with the least interference of all interested parties.
- C. See Section 1.05.07 “Coordination with Work by Other Parties” of the CT DOT Form 816, for further information. (Available at <http://www.ct.gov/dot/cwp/view.asp?a=1385&Q=275956&dotPNavCtr=41877/#41878>)

ARTICLE 19 – ASSIGNMENT OF WARRANTIES AND GUARANTEES

- A. Upon the expiration or termination of these Contract Documents as to the Project, so long as OPM is not in material default of its obligations under these Contract Documents (subject to any applicable notice and cure provisions), OPM shall have the benefit of any and all guarantees or warranties which the Contractor may possess or be entitled from any person or entity who performed any work or made or supplied any improvements, installations, and/or equipment with respect to the subject work. As to all such guarantees and warranties which are not so freely assignable, the Contractor shall promptly upon request by OPM, enforce the Contractor’s rights in connection with same for the benefit of OPM at OPM’s sole cost and expense.
- B. The Contractor hereby acknowledges that prior to or after Substantial Completion of the work, OPM intends to lease and/or sublease or assign the Connector to the Capital City Economic Development Authority (“CCEDA”). Such arrangement will be evidenced by the execution of appropriate documents by and between OPM and CCEDA, which documents or a notice therefore will be recorded on the land records of the City of Hartford. The documents will provide that OPM will own the Connector in the leased or subleased portion of the site until OPM delivers possession of the Connector to CCEDA or such earlier time as OPM and CCEDA may agree.
- C. The Contractor hereby agrees upon request of OPM and within a reasonable time period, to accept and approve the Assignment of Warranties and Guarantees (“Assignment”) from OPM to CCEDA, which Assignment shall be substantially in the form as set forth in Exhibit “E” to the OPM Standard Personal Services Agreement Language attached hereto and made a part hereof. The Contractor further agrees that, to the extent that warranties and guarantees with respect to the Connector may not be transferable, OPM will be entitled to enforce those warranties and guarantees on behalf of CCEDA.
- D. Notwithstanding the above, in no event shall the Contractor be subject to multiple claims from both OPM and

CCEDA for the same warranty or guarantee claim(s), the Contractor shall only be responsible for and obligated to honor any such rightful claims initiated by either OPM or CCEDA, whichever entity is in lawful possession of the Project at the time of such claims. This subsection 19(D) does not in any manner or to any extent relieve, release, modify or reduce the obligations that OPM owes to the Contractor, especially including, without limitation, OPM's payment obligations to the Contractor. The Contractor shall provide OPM with the Guaranty and Warranty documents set forth in Exhibit "E" prior to final payment to the Contractor.

TECHNICAL SPECIFICATIONS

ARTICLE 1 – PROJECT MANAGER

- A. Prior to construction, OPM will appoint a Program Manager (PM) will act as the OPM representative for the project.
 - 1. The OPM PM will handle the day to day operations of the project for OPM and will coordinate activities of the Engineer and other OPM representatives.
 - 2. The Contractor is to direct all correspondence to the OPM PM. The OPM PM will forward copies to the Engineer and other department as the OPM PM determines appropriate. Should questions arise during construction, the OPM PM is to meet with the Engineer and appropriate departments to determine the viable solution and then forward the response to the Contractor.
 - 3. The OPM PM is in no way to act as part of the Contractor's crew, and any advice given by the OPM PM shall not be construed as binding OPM in any way nor release the Contractor from the fulfillment of the terms of the Contract Documents.
 - 4. The OPM PM shall inform the Contractor's competent person on site (see Section B, subsection 4 below) at any time, should the OPM PM feel that the safety or well being of the Contractor's project personnel is being compromised. This in no way binds the OPM PM to be responsible for the safety of the Contractor's personnel and equipment or their compliance with any and all OSHA regulations or requirements which pertain to the associated work.
 - 5. The OPM PM has the authority to shut down the work at any time, should the OPM PM feel that the safety or well being of the surrounding, general public, or State personnel and equipment are being compromised. Should this occur, no additional payments for delay of work or extension of the contract time shall be submitted.
 - 6. The OPM PM at any time may demand the dismissal of any person employed by the Contractor on the project who misconduct's himself/herself or is incompetent or negligent in the performance of his/her duties or any portion thereof, or who neglects or refuses to comply with direction given within the requirements of the project.
 - 7. The OPM PM shall assist the OPM inspector to ensure all required documentation will be submitted to OPM for reimbursement.
 - 8. All submittals including but not withstanding (i.e. shop drawings and submittals for payment) are to be first mutually agreed upon with the OPM PM and then submitted to the OPM PM or Engineer (as directed by the OPM PM) for final approval.
- B. The Contractor will also appoint, and be known, a Contractor's Project Manager (CPM) who will act as the representative on site.
 - 1. The CPM will be thoroughly experienced in the type of work being performed and have authority to promptly execute and carry out the orders and directions of the OPM PM/Engineer within the terms of the Contract Documents and to supply such materials, equipment, tools, labor and incidentals as may be required for the project or by the Engineer.
 - 2. The CPM is to at all times work within the limits and terms of the Contract Documents in both a professional and courteous manner.
 - 3. The OPM PM at any time may demand the removal of any person employed by the Contractor on the project who misconducts himself/herself or is incompetent or negligent in the performance of his/her duties or any

portion thereof, or who neglects or refuses to comply with the direction given within the requirements of the project; and such person shall not work again on the project without written consent of the Engineer. Should the Contractor fail to execute the Engineers order of dismissal, the Engineer shall have the authority to shut down the work until the Contractor has complied with the Engineers order concerning that person.

4. It shall be the CPM's responsibility to insure that the Contractor has a competent person, on site at all times, to insure compliance with any and all pertinent OSHA regulations or requirements associated with the work.
5. The CPM is to notify OPM 48 hours prior to any work performed to allow sufficient time to arrange for any inspection, equipment, or materials needed.

ARTICLE 2 – CONSTRUCTION SEQUENCE

- A. Contractor shall submit a construction sequence prior to commencing work. The Engineer shall first approve sequence.
- B. Said sequence shall detail all proposed work and with associated proposed start and ending times.

ARTICLE 3 – EQUIPMENT

- A. The Contractor is required to submit a list of all proposed equipment to be used, for approval, prior to construction.
- B. Should at any time the Engineer feel the equipment being used is not performing the appropriate function or achieving the proper end result, he/she may shut down or delay the work until said Contractor replaces the aforementioned equipment with one which is satisfactory to the Engineer.

APPENDIX “A”

GROVE STREET OVERPASS
SPECIAL PROVISIONS

APPENDIX “B”
PREVAILING WAGE RATES

APPENDIX “C”
FEDERAL WAGE RATES

APPENDIX “D”

SUPPLEMENTS TO FORM 816

(To be inserted when bid is released)

APPENDIX “E”

STATE AND FEDERAL REQUIRED CONTRACT PROVISIONS