

Invitation to Bid
Rentschler Field Parking and Traffic Circulation Improvements

The Office of Policy and Management as received a donation of land from United Technologies Corporation for construction of permanent parking and related access to support events at the Rentschler Field Stadium located in East Hartford, CT ("Stadium").

The first phase of construction of these permanent parking and access areas, cutting and removal of trees, is currently underway.

OPM is seeking bids for the construction phase of these improvements, including but not limited to site demolition and grading, installation of drainage and utilities, and construction of grass parking areas and related access improvements, all in accordance with the terms and requirements of the information contained the Invitation to Bid.

All bidders must hold a current Department of Administrative Services Construction Contractor Prequalification Certificate for the category of SITEWORK, and must be qualified for no less than \$10 million for a single project. A copy of the bidder's Prequalification Certificate and an Update Bid Statement must be submitted with the bid

The contract awarded in response to the Invitation to Bid (ITB) is expected to commence in April, 2010.

For a full copy of the Invitation to Bid please download the following PDF documents. Information regarding plans and specification is contained in the Invitation to Bid.

(Insert PDF)

**Deadline for submission of Invitation to Bid is March 15, 2010
no later than 2:00 p.m.**

INVITATION TO BID

RENTSCHLER FIELD
PARKING
AND
TRAFFIC CIRCULATION
IMPROVEMENTS

Project 3097-01

January 29, 2010

State of Connecticut
Office of Policy and Management

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Section 1 – IMPORTANT PROJECT INFORMATION

Project Description and Goals:

The Office of Policy and Management ("OPM") has received a donation of 73 acres of land from United Technologies Corporation ("UTC") for construction of permanent parking and related access to support events at the Rentschler Field Stadium located at 615 Silver Lane in East Hartford, CT (hereinafter the "Stadium"). The Stadium is a 40,000 seat sports and entertainment venue owned by the State of Connecticut and operated by OPM. The principal tenant is the University of Connecticut's Division 1-A football program. Much of the current Stadium parking is located on land leased from UTC that is slated for other development. This project will provide for the relocation of that parking to its permanent location on a portion of the donated land.

The first phase of construction of these permanent parking and access areas, cutting and removal of trees and brush has been contracted for and will be completed on or about March 10, 2010. This Invitation to Bid (ITB) is for the balance of the construction, including site clearing, demolition and preparation, grading, installation of utilities and drainage improvements, construction of grass parking areas and installation of gravel and bituminous access roads and related improvements.

The contract awarded in response to this ITB is expected to commence in May 2010. The parking areas to be constructed under this contract are scheduled for use in August 2011. The Stadium will maintain full operations during the course of this work and the contractor will be required to coordinate with and avoid interference with event operations and ensure protection of stadium patrons and workers from any hazardous job site conditions.

OPM's various agreements with UTC relating to the donation include a number of requirements that bear on the work under this contract. These are reflected in various Notices to Contractor and other documents in this ITB and include compliance with various UTC requirements and conditions for work under this contract on UTC property and allowance for inspection of work by UTC and its representatives.

Much of the project site was historically used for industrial operations, resulting in some residual soil and groundwater contamination. UTC has investigated these conditions and believes that it has remediated and/or is remediating the property, to applicable environmental standards. Unknown environmental conditions that could be encountered in the course of this project remain UTC's responsibility to remediate. If needed, such remediation would be carried out in coordination with work under this contract.

The time period allotted for this work is THREE HUNDRED FIFTY-TWO (352) calendar days from the "Start of Contract (Proposed)" date indicated on the Timeline below in this section, not including a Winter Shutdown.

Coordination, Oversight and Compliance Requirements:

Adriaen's Landing Legislation: This project is governed by the requirements of the Adriaen's Landing statutes (CGS Chapter 588z). The statutes contain a number of compliance, oversight and reporting responsibilities that will be required of the contractor selected in response to this ITB.

IMPORTANT NOTE: It is the responsibility of each contractor to become familiar with the program requirements contained in the Statute.

In addition to the professional services that have been retained to meet the statutory requirements identified in C.G.S. Chapter 588z, OPM has or will be retaining additional consultants on this project. The selected contractor will be expected to develop cooperative working relationships with these consultants. The consultants include, but are not limited to, those identified in the "List of Firms" below.

Ethics Affidavits and Certifications: Pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. § 9-612(g)(2), as amended by Public Act 07-1, all submissions in response to this ITB shall be accompanied by a Bid / Proposal Affidavit. All Bid / Proposal Requirements and forms may be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806. Failure to include the Gift and Campaign Contribution Certification shall result in the State not considering the submission. For the purposes of the Certification, the "date OPM began planning" the subject project or services is July 6, 2007 as noted in Section 3 – Project Bid Information.

Nonresident Contractors: A certificate from the Commissioner of Revenue Services must be provided which evidences that Connecticut General Statutes Section 12-430 for non-resident contractors has been met. For details call the Department of Revenue Services at (860) 541-3280, ext. 7.

Conflict of Interest

All contractors must include a disclosure statement concerning any current business relationships (within the last three years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (see Appendix I for Statute).

Prevailing Wage: Prevailing wages are required on this project, in accordance with the schedule provided in the bid documents, pursuant to the Adriaen's Landing Legislation.

Wage Rates will be posted each July 1st on the Department of Labor website: www.ctdol.state.ct.us. Such prevailing wage adjustment shall not be considered a matter for any contract amendment. (See Appendix V)

Participation and Work Force Goals: The contractor is required to make a good-faith effort to meet the following subcontractor participation and work force goals: Twenty-five (25) percent of the contract value is to be subcontracted to Small Business Enterprises certified by the Connecticut Department of Administrative Services (DAS). Twenty five (25) percent of this amount, or 6.25 percent of the contract value, is to be subcontracted to Minority Business Enterprises, including Woman-owned Business Enterprises, certified by DAS. The contractor's good-faith efforts must be documented in accordance with DAS and CHRO requirements. For the work force, goals are 15 percent minority male workers, 6.9% female workers and 30 percent residents of Hartford or East Hartford. Good-faith efforts must also be documented for these requirements, and regular reporting of progress toward the goals is required.

Campaign Contribution and Solicitation Ban: With regard to a State contract as defined in P.A. 07-01 having a value in a calendar year of \$50,000 or more or a combinations or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Election Enforcement Commission's notice advising prospective state contractors of the state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Appendix I – Forms, Affidavits, Certifications and Notices.

Communication Protocol:

All correspondence, inquiries and submissions **must be in writing** and should be directed as follows:

By Mail:

State of Connecticut
Adriaen's Landing/Rentschler Field Project Office
100 Columbus Boulevard
Suite 501
Hartford, CT 06103-2819
Attention: Phil McLellan

Or by E-Mail:

Phil.McLellan@ct.gov

Or by Fax:

860-251-8143

All inquiries must be in **writing** and directed exclusively to Mr. McLellan.

All proposals in response to this ITB are to be the sole property of the State.

IMPORTANT NOTE: During the period from your receipt of this ITB and until an agreement is negotiated and signed, no potential respondent or respondent or representative thereof shall contact directly or indirectly any director, officer or employee of OPM or the Capital City Economic Development Authority (CCEDA) or any employee of Milone and MacBroom, Inc. or any of its subcontractors, or their representatives or any firms involved in the selection or design process for additional information regarding this ITB (See list of firms below). All questions or requests for clarification should be in writing and directed exclusively to Mr. McLellan.

List of Firms:

Milone and MacBroom, Inc.
Environmental Partners, LLC
Loureiro Engineering Associates, Inc.
The Matos Group
RFDC I, LLC
RFDC II, LLC
United Technologies Corporation
Northland/AEG

Project Scope, General Conditions, Special Conditions

The following documents constitute the scope, conditions and requirements of this ITB. The State reserves the right to modify these requirements. It is strongly recommended that you return periodically to the OPM website to obtain any updates or clarifications that may be posted regarding this solicitation (www.state.ct.us/opm select *Request for Proposals*).

1. Technical Specifications – 90 pages, entitled "PARKING AND TRAFFIC CIRCULATION IMPROVEMENTS AT RENTSCHLER FIELD, East Hartford, Connecticut, MMI #3097-01, TECHNICAL SPECIFICATIONS" dated January 15, 2010.
2. Project Plans prepared by Milone & MacBroom, Inc. entitled "Rentschler Field Parking & Traffic Circulation Improvements, East Hartford, Connecticut, State of Connecticut, Office of Policy and Management, MMI # 3097-01," dated January 15, 2010, including the following sheets:

Numbers	Title
(unnumbered)	Title Sheet
IN	Index Plan
SA-1	Site Access Plan
EX-1 - EX-6	Site Plan – Existing Conditions
D-1 – D-6	Demolition & Grubbing Plan
LA-1 – LA-6	Site Plan – Layout & Landscaping
FE-1 – FE-5	Site Plan - Fencing
GR-1 – GR-6	Site Plan - Grading
DR-1 – DR-6	Site Plan – Drainage & Sanitary
SE-1 – SE-6	Site Plan – Sediment & Erosion Control
PRO-1 – PRO-3	Roadway Profiles
XSC-1 – XSC-12	Roadway Cross Sections
IN-STR	Index Plan - Structures
STR-1 – STR-22	Culverts – General Plan
BOR-1 – BOR-3	Boring and Testpit Logs
UT-1 – UT-2	Utility Plan
SD-1 – SD-16	Site Detail Sheets
SD 16	Site Detail – Bid Alternative No. 1
EL-1 – EL-5	Illumination Plans & Details
MI	Wetland Mitigation Plan
SPE-1	Site Plan – Special Excavation Plan
PS-1 – P-2	Site Plan – Polluted Soil Reuse Plan
C-1 – C-4	Clearing Plan (for reference only)

3. All forms, notices, certifications and affidavits, applicability of which may be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806
4. Pertinent requirements of the Adriaen's Landing Statutes (C.G.S. Chapter 588z).
5. General Conditions for Facilities and Services, United Technologies, Corporation, Pratt & Whitney included as Appendix IV.
6. The Proposed Contract Document is included in Appendix III

Timeline

ITB Issued -	January 29, 2010
Pre-Bid Meeting 1	February 8, 2010, 10:00 a.m.
Pre-Bid Meeting 2	February 18, 2010, 10:00
Request for Clarifications Due –	February 22, 2010 NLT 3:00 p.m.
Responses to Clarifications Provided –	March 1, 2010
ITB Deadline -	March 15, 2010 NLT 2:00 p.m.
Decision Notifications -	March 31, 2010
Start of Contract (Proposed) -	April 30, 2010
Completion of Project -	August 15, 2011

Section 2 – NOTICE TO BIDDERS

1. Qualifications of Bidders

- a. All bidders must hold a current Department of Administrative Services Construction Contractor Prequalification Certificate for the category of SITEWORK, and must be qualified for no less than \$10 million for a single project. A copy of the bidder's Prequalification Certificate and an Update Bid Statement must be submitted with the bid. Any proposed Subcontractor whose subcontract value will exceed \$500,000 must also hold a Construction Contractor Prequalification Certificate for the appropriate classification and subcontract value and must submit a copy of that Certificate and an Update Bid Statement with the bid. A blank Update Bid Statement is included in Section 3 and is available online in hard copy at <http://www.biznet.ct.gov/prequal/login/UpdateStatement.pdf>. DAS-registered contractors can obtain a fillable version of the Update Bid Statement at http://www.biznet.ct.gov/dasibi/index.cfm?do=prequal_openArea.showApplications.

2. Preparation and Submission of Bid

- a. Spaces are provided on the Bid Proposal Form for Base Bid and supplemental and unit bid prices (if applicable). When listed on the Bid Proposal Form, each Bidder is required to bid on each Supplemental Bid and unit bid. All spaces must be filled in on a typewriter or in ink. Where both written words and numerical figures are given, the written words will govern in the event of a conflict. Any corrections, markouts, erasures or other changes in the bid shall be initialed by the bidder.
 - b. An original and two (2) copies of the completed ITB package must be submitted. Proposals shall be submitted only on the forms furnished in this package or as provided via website link in this package and shall include, in the following order:
 - i. Bid Proposal Form (included in Section 3)
 - ii. Resolution/Certificate of Authority (Sample included in Section 3)
 - iii. Contractor's (and subcontractors', if applicable) Prequalification Certificate and Update Bid Statement (included in Section 3)
 - iv. Bid Security in the form described in Section 3.
 - v. Acknowledgement of Contract Compliance Notification to Bidders (included in Appendix I)
 - vi. The Commission on Human Rights and Opportunities (CHRO) Employment Information Form, "Bidder Contract Compliance Monitoring Report" (included in Appendix I)
 - vii. A completed and signed General Conditions Certification (included in Appendix I)
 - viii. Consulting Agreement Affidavit (Form 5) (included in Appendix I)
 - ix. A completed Vendor Profile Form (included in Appendix I)
 - x. A completed W-9 (included in Appendix I)
 - xi. A disclosure statement regarding conflict of interest (see Appendix I for statute)
 - xii. A certificate from out of state contractors from the Department of Revenue Services (if applicable) (contact the Department of Revenue Services)
 - xiii. A listing of proposed subcontractors, including subcontractors proposed to meet Small Business Enterprise (SBE) and Minority Business Enterprise (MBE) participation goals. SBE and MBE subcontractors must be certified by the Department of Administrative Services.
 - c. OPM may consider incomplete any bid not prepared and submitted in accordance with the provisions specified in this ITB.
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3. Bid Closing Date:

- a. Bids will be received at the time and place set forth in Section 3 - Project Bid Information, at the location indicated therein. Late bids will not be accepted and will be returned to bidder unopened. Extensions will not be granted.

4. Examination of Documents and Conditions:

- a. Bidders shall thoroughly examine and be familiar with the drawings and the specifications (Appendix VII). The failure or omission of any Bidder to receive or examine any form, instrument, or document shall in no way relieve the Bidder from any obligation with respect to his bid.
- b. Bidders shall carefully examine the contents of this ITB and related documents. Any ambiguities or inconsistencies shall be brought to the attention of Phil McLellan in writing by 3:00 p.m. February 22, 2010. Failure to do so will constitute your acceptance of any subsequent interpretation or decision made by OPM. No interpretation of the meaning of this ITB will be made orally. In the event that OPM provides any interpretation, only written interpretations will be binding upon OPM. All questions, clarifications and other responses will be posted on the OPM website in accordance with the Timeline. Any addenda or amendments to this ITB will also be posted on the OPM website. Bidders are strongly encouraged to return periodically to the OPM website for updates and information related to this ITB.

OPM reserves the right to respond or not to respond to specific questions, clarifications or requests concerning the ITB process. OPM acknowledges that information contained in the submission may be subject to the Freedom of Information Act (FOIA).

- c. 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.

5. Withdrawal and Changes of Bids:

- a. Bids may be withdrawn only by written request received from the Bidder prior to the deadline for submission.
- b. Bids may not be changed after the deadline for submission. OPM reserves the right to request clarifications from any bidder, which shall be provided at the bidder's sole expense.

6. Rejection of Bids:

- a. The State reserves the right to reject any and all bids, and to waive any minor irregularity in bids. Every bid which is conditional or obscure, or which contains any addition not called for, may be considered invalid, and OPM may reject every such bid.
- b. OPM may reject a bid as non-responsive if the Bidder does not make all required pre-award submittals within the time designated by OPM.

7. Bid Security, Prevailing Wages and Annual Adjustments to Prevailing Wages:

- a. Bid security in the type and amount stated in Section 3 – Project Bid Information shall accompany the bid. Each bid must be accompanied by a certified check made payable to "Treasurer, State of Connecticut," or the bid must be accompanied by a bid bond, in the form contained in Section 3, having as surety thereto such surety company or companies acceptable to the Secretary of the Office of Policy and Management and as are authorized to do business in this State, for an amount not less than 10 percent of the bid. All checks submitted shall be returned to unsuccessful bidders after the contract has been awarded.
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- b. Failure of the successful Bidder to execute a contract in accordance with its bid shall result in the forfeiture of the bid bond or certified check.
- c. Each contractor who is awarded a contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-53 as amended by Public Act 02-69, "An Act Concerning Annual Adjustments to Prevailing Wages."

In determining bid price, consideration should be given to Sections 31-53 and 31-55a of the Connecticut General Statutes regarding annual adjustment of prevailing wage rates. Annual adjustments of prevailing wage rates will not be considered a matter for a contract amendment.

A schedule of current prevailing wage rates is included in Appendix V. Bidders are directed to the Department of Labor website at the link below to view and obtain the prevailing wage statute and related notices and required forms.

<http://www.ctdol.state.ct.us/wgwkstnd/bidpack.htm>

8. Taxes

OPM is a tax-exempt entity. The Connecticut sales or use tax exempted shall not be included as part of the bid. A sales tax certificate will be available to the successful bidder upon written request to the Owner.

9. Award of Contract:

The contract will be awarded to the lowest responsible and qualified Bidder on the basis of low lump sum bid or on the basis of low lump sum bid and any or all accepted Alternate Bids, provided sufficient funds are available within the budget established for this project by OPM; also giving consideration to bidders' supplied unit prices and proposed efforts for set-aside participation.

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.

If you are awarded a contract with a value of \$50,000 or more, a Consulting Affidavit (Form 5) must be completed and submitted at the time of contract execution. This affidavit and instructions can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806. You can also find at this website a list of other affidavits and their applicability. A copy of this affidavit form is also included in Appendix I.

In the event that a Bidder refuses to submit the affidavit required under Conn. Gen. Stat. § 4a-81, such bidder shall be disqualified and the award shall be made to the next lowest responsible qualified Bidder or new bids or proposals shall be sought.

The successful Bidders must submit a [Contractor/Consultant Certification] Gift and Campaign Contribution Certification (Form 1) for contracts with a value of \$50,000 or more. This certification and Resolution/Certificate of authority should be completed and submitted when requested.

A Gift and Campaign Certification form must be updated annually by the successful Bidder. Annually, on or within two (2) weeks of the anniversary date of the execution of this contract, the successful Bidder shall submit a completed Annual Certification with authorizing resolution to Adriaen's Landing/Rentschler Field Project Office, 100 Columbus Blvd., Suite 501, Hartford, CT 06103-2819. For the purposes of this paragraph, the execution date of the contract will be the date the Secretary of OPM signs the contract.

A corporation or a limited liability corporation (LLC) that is awarded a contract must comply with laws of this state regarding a Certificate of Authority (Certificate of Legal Existence). A Corporation or a LLC must file with OPM a certificate of legal existence, from the Secretary of the State in this state, which is not older than ninety days from the date of the contract signing.

All acquisitions, agreements and contracts are subject to the provisions of the Connecticut General Statutes § 9-612 - regarding CAMPAIGN CONTRIBUTION RESTRICTION.

Pursuant to Connecticut General Statutes Sec. 31-53b (a) each contract entered into on or after July 1, 2007, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by any political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least one hundred thousand dollars, shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268.

Section 3 – PROJECT BID INFORMATION

SEALED BIDS ADDRESSED TO THE OFFICE OF POLICY AND MANAGEMENT - STATE OF CONNECTICUT FOR:

Project Title:	Rentschler Field Parking and Traffic Circulation
Project Number:	3097-01
Contact Person	Phil McLellan – see Communication Protocol
Architect/Engineer	Milone and MacBroom, Inc.
Environmental Oversight Consultant	Environmental Partners LLP
Date OPM Began Planning the Subject Project:	July 6, 2007
Liquidated Damages	\$2,100 per calendar day beyond the "Critical Activity Date" of May 31, 2011 defined in "Notice to Contractor – Contract Time and Liquidated Damages" in the Technical Specifications
Plans & Specs Ready:	Immediately. See Appendix VII.
Examination and Acquisition of Plans & Specs	Plans and specs may be examined at the State Of Connecticut, Adriaen's Landing/Rentschler Field Project Office, 100 Columbus Blvd., Suite 501, Hartford, CT 06103, 8:00 A.M. to 4:00 P.M. (Monday-Friday) or may be viewed and downloaded on the OPM website at: http://www.state.ct/opm (Select Request for Proposals). Plans and specs are also available for purchase at Joseph Merritt & Co., 650 Franklin Avenue, Hartford, CT. See Appendix VII
SBE/MBE Participation	Good Faith Effort—Goal is 25% SBE with 25% of that 25% (6.25% of contract value) to be MBE.
Workforce Goals	30% of workforce to be Hartford or East Hartford residents; 15% of workforce to be minority males; 6.9% of workforce to be women.
Pre-Bid Conferences:	It is STRONGLY RECOMMENDED that prospective bidders attend the Pre-Bid Meetings and site walkthrough
Pre-Bid Conference Registration	All prospective bidders are requested to register at the Pre-Bid Conferences
Pre-Bid Conference 1 Time	to be held at 10:00 AM
Pre-Bid Conference 1 Date	Monday, February 8, 2010
Pre-Bid Conference 1 Location	Rentschler Field Stadium Club, 3 rd Floor
Pre-Bid Conference 2 Time	To be held at 10:00 AM
Pre-Bid Conference 2 Date	Thursday, February 18, 2010
Pre-Bid Conference 2 Location	Rentschler Field Stadium Club, 3 rd Floor
BID DUE DATE:	March 15, 2010 NLT 2:00 p.m.
Receipt of Bid Package	Bids will be <i>received</i> at the Adriaen's Landing/Rentschler Field Project Office on the date shown above.
Bid Security	As security , each bid must be accompanied by a CERTIFIED CHECK made payable to "Treasurer, State of Connecticut," or by a BID BOND, in the form required by the awarding authority and having surety thereto such Surety Company or Companies as are authorized to do business in this State and/or accepted by the Secretary of the Office of Policy and Management for an amount not less than 10% of the bid.
Performance and Labor Material Bonds	A Performance and Labor & Material Bond is to be furnished by the Bidder awarded the contract and shall be an amount not less than 100% of the contract price.

NOTE: The Secretary reserves the right to do any of the following without liability: (a) waive technical defects in the bid proposal as deemed best for the interest of the State; (b) negotiate with a contractor in accordance with the Adriaen's Landing Legislation (C.G.S. Chapter 588z); (c) reject any or all bids; (d) cancel the award or execution of any contract and, (e) advertise for new bids.

BID PROPOSAL FORMS

BID FORM

Proposal of _____^{*}
(hereinafter called "Bidder" or "Contractor"), organized and existing under the laws of the State of _____, doing business as _____
to the State of Connecticut Office of Policy & Management (hereinafter called the "Owner" or "OPM").

****Insert "a corporation," "a partnership," or "an individual" as applicable.***

In compliance with your Invitation to Bid, Bidder hereby proposes to perform all work, furnish all labor, materials, equipment, supplies and anything else necessary in order to construct the complete project in full accordance with the Contract Documents, within the time set forth hereinafter and at the prices stated below. Prices are to cover all expenses incurred in performing the work that is required by the Contract Documents of which this Bid is a part. "Contract Documents" are those documents identified as such in the draft contract included in this Invitation to Bid.

Bidder hereby agrees to commence work under this Contract within 7 consecutive calendar days of receiving notification to proceed and to fully complete the Project within three hundred fifty-two (352) consecutive calendar days thereafter, excluding winter shutdown in accordance with the Standard Specifications, Form 816.

The Contractor shall and will do any and all work and furnish any and all materials not herein provided for which, in the opinion of the Owner, may be found necessary or advisable for the proper completion of the work or the purposes thereof, or any modifications or alternations thereto.

Bidder acknowledges receipt of the following Addenda:

No. _____ Date: ____/____/____
No. _____ Date: ____/____/____
No. _____ Date: ____/____/____

No. _____ Date: ____/____/____
No. _____ Date: ____/____/____
No. _____ Date: ____/____/____

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. 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
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.

By submission of this Bid, each Bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any competitor.

The acceptance of this Contract rests with the Owner whose decision shall be final.

By:

(Signature and Date)

(Print Name and Title)

(Print Official Bidder Company Name/Address w/phone and fax number)

BID PROPOSAL FORM

**PARKING AND TRAFFIC CIRCULATION IMPROVEMENTS
AT RENTSCHLER FIELD
East Hartford, Connecticut**

SCHEDULE OF VALUES:

The work is comprised of four Project Areas known as: *Recreation Area, East Hartford Boulevard North, North Klondike and South Klondike*. The limits for each area are delineated on the Index Plan sheet.

Proposals shall be based upon the following Schedule of Values for each Project Area as shown on the plans and described in the specifications:

1. Roadways, Sidewalks & Paved Parking – includes the following work per the Contract Documents: roadways, sidewalks, parking and driveway areas; including associated subbase, base and crushed stone or bituminous surface course materials, dust control, curbing, guiderail, fencing, bollards, and traffic bound gravel surfaces. This work shall also include furnishing and installation of fences and gates, signage and pavement markings.
2. Demolition, Clearing & Grubbing – includes the following work per the Contract Documents: Clearing, grubbing and satisfactory demolition, crushing, removal and disposal of objectionable materials including concrete slabs and foundations, metals, abandoned utilities, wood products, etc. as depicted on the plans. This work shall also include resetting existing monitoring wells in accordance with the plans.
3. Earthwork – includes the following work per the Contract Documents: excavation, hauling, borrow, formation of embankments, formation and preparation of subgrade, removal and disposal of unsuitable material within the limits of proposed excavation, handling and placement of topsoil – including stripping, hauling, mixing, stockpiling, screening, spreading, raking topsoil, and all related construction staking and confirmation of grades and volumes associated with earthwork activities.

Also included in this work will be the excavation, formation of embankments and related earthwork associated with construction of detention basins.

Included in this work shall be all work and materials associated with filling voids resulting from demolition activities.

Included in this work shall be all work shown on the *Special Excavation and Soil Re-Use Plans* and *Polluted Soil Re-Use Plans*, including securing, construction of and dismantling waste stockpile areas and preparing as-built plans associated documenting soil placement in accordance with the *Notice to Contractor – Environmental*.
4. Storm Drainage – includes the following work per the Contract Documents: excavation, dewatering and shoring, bedding material, backfill, furnishing and installing catch basins and storm drainage piping and culvert ends, concrete and modular block endwalls and headwalls associated with storm drainage piping, outlet structures, and level spreaders.
5. Culverts and Retaining Walls – includes the following work per the Contract Documents: structure and channel excavation, dewatering, pervious structure backfill, water handling, bedding and soil stabilization beneath structures, furnishing and installation of culverts, and their associated reinforced cast-in-place and precast concrete modular unit wingwalls and headwalls. Also included, where applicable, is the removal and disposal of unsuitable

materials to the limits shown on the plans, membrane waterproofing, damp proofing, formwork, protective fencing and railings associated with culverts and retaining walls, and suitable base materials. All work, including water handling and temporary bypass facilities, testing and other items necessary for the complete installation of the culverts and associated wingwalls and headwalls and retaining walls shall be included.

6. Plantings and Turf Establishment – includes the following work per the Contract Documents: Furnishing and installing all trees, shrubs, and plantings; wetland and detention basin plantings; wetland mitigation area plantings; turf establishment for turf parking and all other project areas; fiber reinforcement topsoil inclusions; and all testing, monitoring, maintenance, watering or temporary irrigation, reinstallation of, and additional items necessary for establishment of plant and turf growth to the satisfaction of the Engineer by the critical date stipulated in the contract.
7. Site Preparation and Construction Incidentals – includes the following work per the Contract Documents: Furnishing, installation and maintenance of Sediment and Erosion Controls and Water Pollution Control measures, Access and Temporary Traffic Controls, Field Office and all related expenses, Project Management, Survey Staking and As-built drawings, Mobilization, Sweeping and Dust Control. All work and other items necessary for the completion of the aforementioned items.

Note: Prior to award, the Contractor shall furnish a complete breakdown of costs and projected timeline for expenses associated with the various items of work identified under *Site Preparation and Construction Incidentals*. This information shall be used to facilitate determination of percent completion for all payment requisitions. Retainage shall be withheld in accordance with the Contract provisions.

8. Electrical & Illumination – includes the following work per the Contract Documents: Furnishing, installation and successful start-up of illumination including trenching and backfilling, conduit, wiring, concrete light bases, light standards and luminaires, PVC sleeves for future utility installations, emergency telephone and concrete base, electrical services, removal and/or relocation of existing lighting and all other items necessary for completion of the work. Electrical work shall be performed by an electrician having the necessary licensure and shall be conducted in accordance with all applicable codes and safety standards.
9. Water and Sewer Utilities – includes the following work per the Contract Documents: Furnishing, installing, testing, chlorination and utility company coordination necessary for the installation of water and sewer utility extensions. This work shall include trenching and backfilling and furnishing and installation of all manholes, pipe, bends and fittings, restraint systems, hydrants and appurtenances as shown on the plans. The work shall also include resetting existing sanitary sewer manholes in accordance with the plans. The Contractor shall obtain the necessary utility company permits for the work and shall coordinate with the Metropolitan District Commission (MDC) for inspection, testing and approvals. The work shall be performed by a contractor having the necessary licensure and shall be conducted in accordance with all applicable codes and safety standards.

Note:

The above Schedule of Values provides a general description of the work shown on the Contract Drawings and described in the Specifications and is intended to include all equipment, materials and labor necessary for the completion of the work. Although the above descriptions may be limited, the Schedule of Values, as defined, shall include all costs associated with performing the work.

BID ALTERNATES:

The project is being bid with several alternates. A separate lump sum price shall be bid for each Bid Alternate shown. Bid Alternates shall include all work shown on the Contract Drawings and described in the Specifications. Based on available funding, the State reserves the right to select, for construction, any or all Bid Alternates. Lump sum prices for each Bid Alternate shall stand alone. The State reserves the right to reject all Bid Alternate pricing without reason. The lump sum price bid for each alternate shall account for any deducts for Base Bid work omitted or not required as a result of performing the alternate work.

Alternate pricing shall be provided for the following:

1. Paved Parking – North Klondike – includes the following work per the Contract Documents: Furnishing and placing pavement, base and subbase materials as shown on the plans, including associated excavation and/or grading and all other material, equipment, labor and incidentals necessary to complete the work.
2. Illumination – East Hartford Boulevard – includes the following work per the Contract Documents: Furnishing and installing electrical conduit and wiring, handholes, light poles and bases, luminaires, successful start-up, and associated excavation, trenching, backfill, restoration and all other material, equipment, labor and incidentals necessary to complete the work.

BID PROPOSAL FORM

**PARKING AND TRAFFIC CIRCULATION IMPROVEMENTS
AT RENTSCHLER FIELD
East Hartford, Connecticut**

BIDDER'S NAME:

PROPOSAL NUMBER:

RECREATION FIELD: Limits of Work as Shown on the Plans.

1. **BASE PRICE:** Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.

\$ _____

(Price in Words)

The Bidder shall break down the lump sum price per the following **Schedule of Values:**
Prices listed below shall total the lump sum price above.

- | | |
|--|----------|
| 1. Roadways, Sidewalks & Paved Parking | \$ _____ |
| 2. Demolition, Clearing & Grubbing | \$ _____ |
| 3. Earthwork | \$ _____ |
| 4. Storm Drainage | \$ _____ |
| 5. Culverts and Retaining Walls | \$ _____ |
| 6. Plantings & Turf Establishment | \$ _____ |
| 7. Site Preparation & Construction Incidentals | \$ _____ |
| 8. Electrical & Illumination | \$ _____ |

NORTH KLONDIKE: Limits of Work as Shown on the Plans.

2. BASE PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.

\$ _____

(Price in Words)

The Bidder shall break down the lump sum price per the following **Schedule of Values:**
Prices listed below shall total the lump sum price above.

- | | |
|--|----------|
| 1. Roadways, Sidewalks & Paved Parking | \$ _____ |
| 2. Demolition, Clearing & Grubbing | \$ _____ |
| 3. Earthwork | \$ _____ |
| 4. Storm Drainage | \$ _____ |
| 5. Culverts and Retaining Walls | \$ _____ |
| 6. Plantings & Turf Establishment | \$ _____ |
| 7. Site Preparation & Construction Incidentals | \$ _____ |
| 8. Electrical & Illumination | \$ _____ |

SOUTH KLONDIKE: Limits of Work as Shown on the Plans.

3. **BASE PRICE:** Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.

\$ _____

(Price in Words)

The Bidder shall break down the lump sum price per the following **Schedule of Values:**
Prices listed below shall total the lump sum price above.

- | | |
|--|----------|
| 1. Roadways, Sidewalks & Paved Parking | \$ _____ |
| 2. Demolition, Clearing & Grubbing | \$ _____ |
| 3. Earthwork | \$ _____ |
| 4. Storm Drainage | \$ _____ |
| 5. Culverts and Retaining Walls | \$ _____ |
| 6. Plantings & Turf Establishment | \$ _____ |
| 7. Site Preparation & Construction Incidentals | \$ _____ |

EAST HARTFORD BOULEVARD NO.: Limits of Work as Shown on the Plans.

4. BASE PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications.

\$ _____

(Price in Words)

The Bidder shall break down the lump sum price per the following **Schedule of Values:**
Prices listed below shall total the lump sum price above.

- | | |
|--|----------|
| 1. Roadways, Sidewalks & Paved Parking | \$ _____ |
| 2. Demolition, Clearing & Grubbing | \$ _____ |
| 3. Earthwork | \$ _____ |
| 4. Storm Drainage | \$ _____ |
| 5. Culverts and Retaining Walls | \$ _____ |
| 6. Plantings & Turf Establishment | \$ _____ |
| 7. Site Preparation & Construction Incidentals | \$ _____ |
| 8. Electrical & Illumination | \$ _____ |
| 9. Water & Sewer Utilities | \$ _____ |

TOTAL BASE PRICE ITEMS 1. THROUGH 4. ABOVE:

\$ _____

\$ _____ (Price in Words)

BID ALTERNATE No. 1 – Paved Parking – North Klondike: Limits of Work as Shown on the Plans.

5. ALTERNATE PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications. Bid Alternate lump sum price bid shall account for any deducts for Base Bid work omitted or not required as a result of performing the alternate work.

\$ _____

(Price in Words)

BID ALTERNATE No. 2 – Illumination – East Hartford Blvd. No.: Limits of Work as Shown on the Plans.

6. ALTERNATE PRICE: Firm, lump sum price based on the Schedule of Values below, to furnish all equipment, materials, labor, labor supervision, construction tools and equipment, and construction services and utilities, to perform the work as required by the Contract Drawings and associated contract specifications. Bid Alternate lump sum price bid shall account for any deducts for Base Bid work omitted or not required as a result of performing the alternate work.

\$ _____

(Price in Words)

7. UNIT ADJUSTMENT PRICES:

The following unit prices will be used to compensate for changes in scope associated with the items below as authorized in advanced by the Engineer. It is understood that these unit prices will be used for additions to the work shown on the plans for which payment is included in the various lump sum prices bid. Each unit price shall include all costs (direct, indirect, overhead and profit) for furnishing and installing the unit complete and shall apply only to the specific item designated. This work shall be measured for payment and paid for as stated in the Standard Specifications, Form 816 as amended in the project specifications or as otherwise stated therein.

<u>Item</u>	<u>Unit Price</u>
Sedimentation Control Systems ¹	\$ _____/LF
Borrow ¹	\$ _____/CY
Granular Fill ¹	\$ _____/CY
Unsuitable Material Excavation ^{1 2}	\$ _____/CY
Fiber Reinforced Turf ³	\$ _____/Acre

¹This work shall be conducted in accordance with the Standard Specifications, Form 816.

² Disposal of unsuitable material, excepting contaminated and polluted soils, shall be paid for as specified in the Standard Specifications, Form 816.

³This item shall include all work necessary to furnish and incorporate inclusions into the topsoil for the purpose of turf establishment in accordance with the Special Provisions.

3097-01-j1510-spec.doc

Bidder Type of Business (check one):

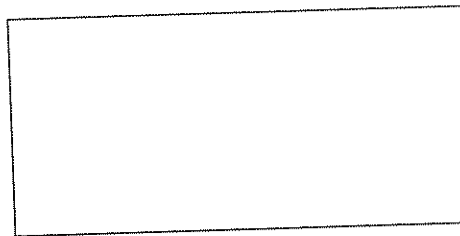
Corporate Seal, *if* a Corporation

____ Corporation

____ Limited Liability Corporation (**LLC**)

____ Partnership

____ Sole Proprietor



____ Doing Business As (d/b/a), if yes, provide complete name **below**:

If applicable, provide **Exact Wording** on Corporate Seal **below**:

Signature of Bidder

Title

Print Name

Date

***A Resolution/Certificate of Authority** (sample provided on the next page) *must be submitted with your Bid Proposal.*

SUBMIT ALL PAGES OF THE BID PROPOSAL

Sample Resolution/ Certificate of Authority

I hereby certify to the State of Connecticut, Office of Policy and Management that I am the Secretary of _____, Inc., a corporation of the State of _____, who principal place of business is located at _____, and that the following is a true copy of resolutions duly adopted by the Officer(s) of _____, Inc. on _____ and the following resolutions are in conformity with the Charter and By-Laws of the corporation and are in full force and effect on the date hereof.

"RESOLVED, that _____, _____ (Title) _____, is a duly authorized representative of _____, Inc. and that he possesses the legal authority to act on behalf of this Corporation."

IN WITNESS THEREOF, I have hereunto subscribed my name and seal this ____ day of _____, 20____.

(Corporate Seal)

Secretary

Connecticut General Statute §4a-100 and Connecticut General Statute §4b-91

Connecticut General Statute §4a-100 and §4a-101. The bid shall also be accompanied by an **update bid** certificate and an **update bid statement**, as required by this section, may become ineligible for the receipt of funds related to such bid.

Each bid submitted for a contract shall include a copy of a prequalification certificate issued by the Commissioner of Administrative Services. The bid shall also be accompanied by an **update bid** certificate and an **update bid statement** issued by the Commissioner of Administrative Services. The form for such **update bid statement** shall provide space for information regarding all projects completed by the bidder since the date the bidder's prequalification certificate was issued or renewed, all projects the bidder currently has under contract, including the percentage of work on such projects not completed, the names and qualifications of the personnel who will have supervisory responsibility for the performance of the contract, any significant changes in the bidder's financial position or corporate structure since the date the certificate was issued or renewed, any change in the contractor's qualification status, and such other relevant information as the Commissioner of Administrative Services prescribes.

Name of Project that company is bidding on:

Project Number:							
Name of Company:							
FEIN:							
Company Address:							
Prequalification Contact:							
<table border="1"> <tr> <td>Single Limit:</td> <td></td> </tr> </table>		Single Limit:					
Single Limit:							
Date of Prequalification with the DAS:							
<table border="1"> <tr> <td>Telephone Number:</td> <td></td> </tr> <tr> <td>Aggregate Work Capacity (AWC):</td> <td></td> </tr> <tr> <td>* Remaining Aggregate Work Capacity:</td> <td></td> </tr> </table>		Telephone Number:		Aggregate Work Capacity (AWC):		* Remaining Aggregate Work Capacity:	
Telephone Number:							
Aggregate Work Capacity (AWC):							
* Remaining Aggregate Work Capacity:							

* This amount equals your company's AWC minus the Total \$ Amount of Work Remaining.

* This amount equals your company's AVOB minus the amount of the AVOB that you have previously reported on this form.

[illegible]

PLEASE LIST ALL OF YOUR COMPANY'S BONDED PROJECTS (BOTH PUBLIC AND PRIVATE) CURRENTLY UNDER CONTRACT:
(Please add additional page(s) if required. Please total the Work Remaining column)

Name of Project	Owner of Project	Total Contract Amount	% Complete	Work Remaining (\$)
Total \$ Amount of Work Remaining				→

Please list the names and titles of the personnel who will have supervisory responsibility for the performance of the contract being bid on:
(Please add additional page(s) if required)

Individual Name	Title of Individual

Have there been any changes in your company's financial condition or business organization, which might affect your company's ability to successfully complete this contract?

Yes ☐ No ☐

If yes, please explain:

I certify under penalty of law that all of the information contained in this Update (Bid) Statement is true and accurate to the best of my knowledge as of the date below.

Signature

Date

It is the responsibility of the Awarding Authority to determine if any of the information provided above will impact the contractor's performance on this project.
The DAS' Contractor Prequalification Program can be reached at (860) 713-5280

STANDARD BID BOND FORM
OFFICE OF POLICY AND MANAGEMENT
STATE OF CONNECTICUT

STANDARD BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____

_____, hereinafter called the Principal,

of _____, as Principal,

and _____, hereinafter

called the Surety, a corporation organized and existing under the laws of the

State of _____, and duly authorized to transact a

surety business in the State of Connecticut, as Surety, are held and firmly bound unto the State of

Connecticut, as Obligee, in the penal sum of ten (10) percent of the amount of the bid set forth in a

proposal hereinafter mentioned, _____

_____,
lawful money of the United States of America, for the payment of which, well and truly to be made to
the Obligee, the Principal and the Surety bind themselves, their heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted
or is about to submit a proposal to the Obligee related to a contract for Project No.: _____

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time
as may be specified, enter into the said contract in writing with the State of Connecticut and give the required
bonds, with surety acceptable to the Obligee, or if the Principal shall fail to do so, pay to the Obligee the
damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then
this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 20 _____

Principal's Signature

Surety

(Print name)

by

Its attorney in fact

Company Name

(Print name)

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

Please complete the following forms and include any other requested documentation that may pertain to your legal status. Unfortunately, the forms are redundant in certain areas; however, each form satisfies a solicitation/contracting requirement of the State and the redundancy cannot be avoided at this time. Copies of these forms are included in this Appendix I.

1. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban (Form 10)
2. Consulting Agreement Affidavit attesting to whether any consulting agreement has been entered into in connection with the bid of submission (Form 5).
3. Affirmation of Receipt of State Ethics Laws Summary (Form 6)
4. Guide to the Code of Ethics for Potential State Contractors 2010
5. General Conditions Certification
6. OPM Vendor Profile Form Sheet (OPM-A-15, June 2008)
7. Agency Vendor Form (SP-26NB, May 2009)
8. Taxpayer Identification Number and Certification Form (W-9)
9. Include a disclosure statement concerning any current business relationships (within the last three (3) years) that pose a conflict of interest as defined by Connecticut General Statutes Section 1-85 (Section 1-85 included herein)

Please note that upon execution of the negotiated contract, the selected respondent shall be required to complete the following forms. Copies of these are included in this ITB so Bidders can review and understand them:

1. Gift and Campaign Contribution Certification (Form 1)
2. Nondiscrimination Certification (Form C or Form D)

Connecticut Commission on Human Rights and Opportunities Reporting Requirements:

1. Contract Compliance Package
 - Notification to Bidders Form
 - Bidder Contract Compliance Monitoring Report

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 10

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 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 on page 2):

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.

Receipt acknowledged: _____
(signature) (date)

Print name: _____ Title: _____

Company Name: _____

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"

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

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.

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

OPM Ethics Form 5

Rev. 10-31-07



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? ☐ YES ☐ 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

OPM Ethics Form 6

Rev. 04-06-09



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/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

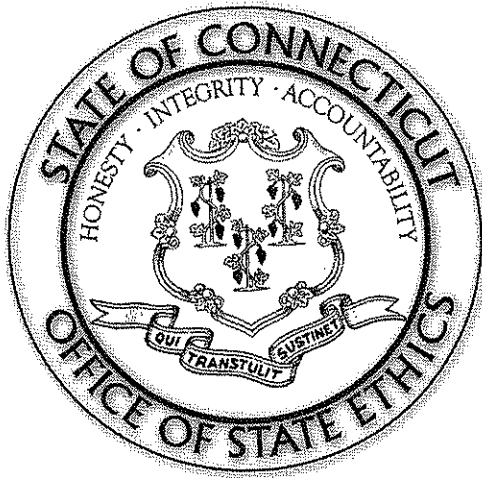
City

State

Zip

Awarding State Agency

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



2010

Guide for Current or Potential State Contractors

INTRODUCTION

The Connecticut Office of State Ethics (OSE) is an independent regulatory agency for the state of Connecticut, charged with administering and enforcing the Connecticut Codes of Ethics, located in the Connecticut General Statutes, Chapter 10.

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

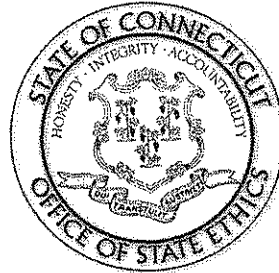
- The Code of Ethics for Public Officials (Part I);
- The Code of Ethics for Lobbyists (Part II); and
- Limited jurisdiction over Ethical Considerations Concerning Bidding and State Contracts (Part IV).

This guide provides general information only. The descriptions of the law and the OSE in this guide are not intended to be exhaustive. Please review the Advisory Opinions and Declaratory Rulings on our website or contact the Legal Division of 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

860/263-2400
www.ct.gov/ethics



Citizen's Ethics Advisory Board:

G. Kenneth Bernhard, Chairperson (through September 2011)
Thomas H. Dooley, Vice Chairperson (through September 2012)
Ernest Abate (through September 2011)
Kathleen F. Bornhorst (through September 2012)
Rebecca M. Doty (through September 2011)
General David Gay, (ret.) (through September 2013)
Dennis Riley (through September 2013)
Winthrop Smith, Jr. (through September 2013)
Shawn T. Wooden (through September 2013)

Guide for Current or Potential State Contractors

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Guide for Current or Potential State Contractors

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, and otherwise enforces 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.

Guide for Current or Potential State Contractors

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 **restricted donor**. In general, public officials, state employees and candidates for public office may not accept gifts from restricted donors.

Restricted Donors

Restricted donors include:

- Registered lobbyists (a list is available on the OSE's Web site) or a lobbyist's representative;
- 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* – Restricted donors such as current or potential state contractors may provide any item of value that is not more than \$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 \$50 or less. Conn. Gen. Stat. § 1-79 (e) (16).
- *Food and Beverage* – Restricted donors may also provide less than \$50 worth of food and beverage in a calendar year to a public official or state employee, provided that the restricted 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).

Guide for Current or Potential State Contractors

- *Gifts to the State* – Restricted 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 restricted 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 \$49.99 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 something of \$10 or more in 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). A courtesy form is available for this notification on the OSE's Web site, in the “Forms” section.

Guide for Current or Potential State Contractors

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 are limited to:

- Travel (coach or economy class);
- Lodging (standard cost of room for the nights before, of, and immediately following the event);
- Meals; and
- Related conference expenses.

Conn. Gen. Stat. § 1-79 (9).

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.



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 coach 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.

Guide for Current or Potential State Contractors

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 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. Likewise, such businesses may not hire those employees. 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.

Guide for Current or Potential State Contractors

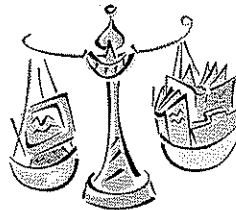
Outside Employment for Current Public Officials and State Employees

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 his or her own financial gain or the gain of his or her family (spouse, child, child's spouse, parent, brother or sister) or an associated business, however inadvertent that use may be. 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.

Guide for Current or Potential State Contractors

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; and
- 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 to the State Treasurer's campaign, you may be prohibited from contracting with the Office of the Treasurer. 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 year for 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 860-256-2940 for more information.

Guide for Current or Potential State Contractors

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 860-256-2940 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 Connecticut Office of Policy and Management.

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.

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

Guide for Current or Potential State Contractors

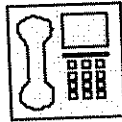
FOR MORE INFORMATION

This guide provides general information only. The descriptions of the law and the OSE in this guide 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 Legal Division of 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: 860/263-2400
F: 860/263-2402
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: SFI.OSE@ct.gov
Enforcement questions: Ethics.Enforcement@ct.gov
All other inquiries: ose@ct.gov



Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

General Conditions Certification

The undersigned hereby affirms the Bidder shall adhere to the Conditions as contained in this ITB, the Sample Contract and the General Conditions for Facilities and Services – United Technologies Corporation – Pratt & Whitney as contained herein.

Submitted:

Date: _____

(Signature of Official)

(Print Name and Title of Official)

Conflict of Interest Statute

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

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

NOTE: The following forms, "Gift and Campaign Contribution Certification" (OPM Form 1) and "Nondiscrimination Certification" (Form C/Form D) are not required as part of the bid submittal but will be required of the successful bidder at the time of award. They are included for information only.

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

OPM Ethics Form 1

Rev. 10-31-07 Page 1 of 2



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

Form C 7-8-2009



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Affidavit
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
Signatory's Title Name of Entity
duly formed and existing under the laws of _____
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

Commissioner of the Superior Court/
Notary Public

Commission Expiration Date

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

Form D
7-8-2009



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

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 _____, and further certify that such resolution has not been modified or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____, 20____.

Authorized Signatory

Date

Printed Name

CONTRACT COMPLIANCE PACKAGE

CONTENTS

I. CONTRACTOR/GRANTEE CONTRACT COMPLIANCE REQUIREMENTS

II. BIDDER'S PACKET

- The following forms are **MANDATORY** and must be completed and returned to this agency with your ITB.
 1. Notification to Bidders Form
 2. Bidder Contract Compliance Monitoring Report
- Definitions and descriptions to assist in completing the Bidder Contract Compliance Monitoring Report

III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT

- Non-Discrimination and Affirmative Action Provisions in State Contracts, C.G.S. Section 4a-60 through 4a-60a
- Department of Administrative Services, C.G.S. Section 4a-60g through 4a-60j
- Department of Economic and Community Development, C.G.S. Section 32-9n
- Commission on Human Rights and Opportunities, C.G.S. Sections 46a-56 and 46a-68 Commission on Human Rights and Opportunities Administrative Regulations Sections 46a-68j-21 through 46a-68j-43 and Sections 46a-68k-1 through 46a-68k-8.

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

I. CONTRACTOR/GRANTEE COMPLIANCE REQUIREMENTS

NOTE: - THESE REQUIREMENTS APPLY TO ALL CONTRACTORS - INCLUDING GRANTEES AND INDIVIDUALS

Connecticut General Statute Section 4a-60 was adopted to insure that State agencies do not enter into contracts with organizations or businesses that discriminate against protected class persons. To carry out the provisions of the Statute, the Commission on Human Rights and Opportunities developed Regulations concerning Contract Compliance and approval of Contract Compliance Programs which impose certain obligations on State agencies as well as contractors doing business with the State of Connecticut.

These regulations require that as an awarding agency, in this instance, OPM must consider the following factors in its selection of any contractor:

- The bidder's success in implementing an affirmative action plan;
- If the bidder does not have a written affirmative action plan, the bidder's promise to develop and implement a successful affirmative action plan;
- The bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- The bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

In order to assess the factors above, contractors are required to provide OPM with information about their organizations.

A package of information (see Section II. Bidder's Packet) is provided with forms (and instructions) that must be completed, signed by responsible parties and returned to OPM with the response to this ITB.

PLEASE NOTE: If you indicate that you will be sub-contracting a portion of this contract, you will be sent further forms for completion as required in the contract compliance regulations. Thank you for your cooperation

II. BIDDER'S PACKET

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS NOTIFICATION TO BIDDERS

(Revised 09/17/07)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

ACKNOWLEDGMENT OF CONTRACT COMPLIANCE NOTIFICATION TO BIDDERS

INSTRUCTION: Bidder must sign acknowledgment below, and return this form to the awarding agency with the bid proposal.

The undersigned duly authorized representative of the bidding vendor acknowledges receiving and reading a copy of the **NOTIFICATION TO BIDDERS**. *(Please print name under signature line.)*

Signature

Title

Date

On behalf of:

Vendor Name

Street Address

City

State

Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned with the vendor's bid.

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS:

These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer

BUILDING AND GROUNDS CLEANING AND MAINTENANCE:

This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR:

Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING:

Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes___ No___ -Bidder is a minority business enterprise Yes___ No___ (If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes___ No___
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes___ No___	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes___ No___
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes___ No___	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes___ No___
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes___ No___	9. Does your company have a mandatory retirement age for all employees? Yes___ No___
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes___ No___	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes___ No___ NA___
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes___ No___	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes___ No___ NA___
6. Does your company have a collective bargaining agreement with workers? Yes___ No___ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes___ No___ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes___ No___	12. Does your company have a written affirmative action Plan? Yes___ No___ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes___ No___ If yes, give name and phone number. _____ _____

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Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?
Yes__ No__

PART IV - Bidder Employment Information

Date: _____

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

III. PERTINENT STATUTES AND REGULATIONS OF THE STATE OF CONNECTICUT

**CONNECTICUT GENERAL STATUTES
Current through Gen. St., Rev. to 1-1-09****

NONDISCRIMINATION AND AFFIRMATIVE ACTION PROVISIONS IN CONTRACTS	
Statute Hyperlink	Description
<u>§ 4a-60.</u>	Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.
<u>§ 4a-60a.</u>	Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.
DEPARTMENT OF ADMINISTRATIVE SERVICES	
Statute Hyperlink	Description
<u>§ 4a-60g</u>	(Formerly § 32-9e) Set-aside program for small contractors, minority business enterprises, individuals with a disability and nonprofit corporations.
<u>§ 4a-60h</u>	(Formerly § 32-9f) Administration of set-aside program. Regulations. Access to competitive contracts outside of program guaranteed.
<u>§ 4a-60i</u>	(Formerly § 32-9g) Responsibilities of agency heads to negotiate and approve contracts not affected.
<u>§ 4a-60j</u>	(Formerly § 32-9h) Time for payment of contractors.
DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT	
Statute Hyperlink	Description
<u>§ 32-9n</u>	Office of Small Business Affairs.
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES	
Statute Hyperlink	Description
<u>§ 46a-56</u>	Commission duties.
<u>§ 46a-68c</u>	Contractors required to file affirmative action plan. Certificate of compliance issued by commission. Revocation.
<u>§ 46a-68d</u>	Public works contracts subject to affirmative action requirements. Conditional acceptance by commission. Advance filing of plan.
<u>§ 46a-68e</u>	Contractors and subcontractors required to file compliance reports.
<u>§ 46a-68f</u>	Compliance reports to include labor union practices.
<u>§ 46a-68g</u>	Prohibition re: contractors who have not satisfactorily complied with affirmative action requirements.
<u>§ 46a-68h</u>	Hearing re: noncompliance.
<u>§ 46a-68i</u>	Right of appeal.
<u>§ 46a-68j</u>	Regulations.

and

Appendix I – FORMS, AFFIDAVITS, CERTIFICATIONS AND NOTICES

REGULATIONS OF CONNECTICUT STATE AGENCIES

**TITLE 46A. HUMAN RIGHTS
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE**

§ 46a-68j-21 -- § 46a-68j-43 and § 46a-68k-1 -- § 46a-68k-8.

For an electronic version of these regulations go to:
<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=326596&chroPNavCtr=1#46078>

***** There may have been changes made to these statutes or regulations which are not reflected in this packet. Please consult your nearest library for the most recent version.***

Appendix II - PERTINENT WEBSITES

Appendix II - PERTINENT WEBSITES

Item	Website Address
State of Connecticut	http://www.state.ct.us
Office of Policy and Management	http://www.state.ct.us/opm
Commission on Human Rights and Opportunities	http://www.state.ct.us/chro/
Department of Labor	www.ctdol.state.ct.us
ITB and ITB Updates	http://www.opm.state.ct.us/rfps.htm
Gift Definitions	http://www.ct.gov/ethics/cwp/view.asp?a=2313&q=432632#179
Gift and Campaign Contribution Certification -OPM Ethics Form 1	http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNavGID=1806
Consulting Agreement Affidavit OPM Ethics Form 5	http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNavGID=1806
Notice to Executive Branch Contractors and Prospective State Contractors of Campaign and Solicitation Ban – SEEC Form 10	http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_for m_10.pdf
Nondiscrimination Certification – Individual Representation	http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNavGID=1806
Nondiscrimination Certification – Entity Representation	http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNavGID=1806
Nondiscrimination Certification – Affidavit	http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNavGID=1806
Nondiscrimination Certification – New Resolution	http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNavGID=1806
Nondiscrimination Certification – Prior Resolution	http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNavGID=1806
CHRO Contract Compliance Program	http://www.ct.gov/chro/taxonomy/ct_taxonomy.asp?DLN=45583&chroNav=145583
CHRO Contract Compliance Monitoring Report	http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf
Quarterly Small Contractor and Minority Business Enterprise Payment Status Report (form chro: cc-258).	http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/CHRO-CC-258.pdf
Monthly Employment Utilization Report (form chro: cc-257)	http://www.state.ct.us/chro/metapages/ContractCompliance/CC_forms/monthlyemployutil257.pdf
DAS Supplier Diversity (setaside) Program	http://www.das.state.ct.us/Purchase/New_PurchHome/busopp_template.asp?F_ID=25
State Law Library Website	http://www.cslib.org/statutes/index.htm

DRAFT AIA® Document A107™ - 2007

Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope

AGREEMENT made as of the 03 day of 03 in the year 2010
(In words, indicate day, month and year.)

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

State of Connecticut, acting by its Secretary of the Office of Policy and Management
pursuant to Sections 42-65 and 42-65a of the General Statutes
6450 Capitol Avenue
Hartford, CT 06106

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

[Redacted Contractor Information]

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

Remick Field Parking and Traffic Circulation Project Construction Phase (Project
No. 2007-01-000)
6015 Silver Lane S.
East Hartford, CT 06108

The Architect: The term "Architect" as used herein shall mean "Engineer"
(Name, legal status, address and other information)

Millone & MacBroom, Inc.
99 Realty Drive
East Hartford, CT 06108

The Owner and Contractor agree as follows.

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

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

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TABLE OF ARTICLES

1	THE WORK OF THIS CONTRACT
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3	CONTRACT SUM
4	PAYMENT
5	DISPUTE RESOLUTION
6	ENUMERATION OF CONTRACT DOCUMENTS
7	GENERAL PROVISIONS
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9	CONTRACTOR
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12	CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
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17	INSURANCE & BONDS
18	CORRECTION OF WORK
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20	TERMINATION OF THE CONTRACT
21	CLAIMS AND DISPUTES

ARTICLE 1 THE WORK OF THIS CONTRACT

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

§ 1.2 The Contractor shall be responsible for the performance of the Work as an independent contractor and in a good, workmanlike, and first-class manner consistent with the Contract Documents; the prevailing applicable professional or industry standards, skill and care; sound practices; and to ensure that the Work is performed as expeditiously as is consistent with such skill and care and the orderly progress of the Project and in a manner that will not exceed the Contract Sum as set forth in this Agreement (the standards of this Section 1.2 shall be referred to herein as the "Contractor's Standard of Care"). The Contractor shall exercise the Contractor's Standard of Care in performing all aspects of the Work. All references in the Contract Documents to the knowledge, inference, reliance, awareness, determination, belief, observation, recognition or discovery of the Contractor or reference to any similar term shall include the constructive knowledge, inference, reliance, awareness, determination, belief, observation,

recognition attributed to the Contractor ("Constructive Knowledge"). Such Constructive Knowledge shall include the knowledge, inference, reliance, awareness, determination, belief, observation and recognition the Contractor would have obtained upon the exercise of the Contractor's Standard of Care.

§ 1.3 The Contractor shall perform the Work in accordance with the Contract Documents and Applicable Law (as defined hereinafter). If applicable and required, the Contractor shall obtain all necessary permits not otherwise obtained by the Owner and post all necessary permits at the site.

§ 1.3.1 Applicable Law, as such term is used herein, shall mean all laws, codes, permit requirements, rules, orders, judgments, decrees, ordinances or provisions of any federal or state government agency pertaining to the Work.

§ 1.4 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work being performed by the Owner in or about the site and so as to limit interference with the ongoing use of the site.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner. (Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 2.2 The Contract Time shall be measured from the date of commencement. Time is of the essence in the performance of the Work.

§ 2.3 The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Fifty (150) days ("Contract Time") from the date of commencement ("Substantial Completion Date"), or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The critical path within the project schedule is dictated by the timely and successful completion of all work necessary for successful turf establishment for proposed parking areas such that all areas can be fully utilized by August 15, 2011. The Owner has certain contractual obligations to achieve this date for use of the lots and no extensions will be possible. The target activity date for completion of the seeding of the parking areas is no later than October 15, 2010 and the Critical Activity Date for the seeding of the parking areas is May 31, 2011 in order to assure successful turf establishment no later than August 15, 2011. If the parking areas have not been seeded by the Critical Activity Date, liquidated damages shall be assessed as described below in paragraph 2.3.2.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

§ 2.3.1 In the event that the seeding of the parking areas is not substantially completed by the Critical Activity Date, the Contractor shall be liable for and shall pay the Owner the liquidated damages at the rate, as follows, from the Critical Activity Date set forth above until the establishment of turf in the parking areas in accordance with the Specifications is substantially completed: Two Thousand One Hundred Dollars (\$2,100) per day.

§ 2.3.2 The parties understand and agree that (i) by pursuing any relief pursuant to such liquidated damage provisions the parties do not intend to set a price for the privilege not to perform and the same is not a penalty, (ii) the availability of liquidated damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law, and (iii) the remedies available to Owner under this Agreement are cumulative and not exclusive.

ARTICLE 3 CONTRACT SUM

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

☒ [X] Stipulated Sum, in accordance with Section 3.2 below

☐ [N/A] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

☐ [N/A] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

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

§ 3.2 The Stipulated Sum shall be Dollars (\$), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

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

§ 3.2.2 Unit prices, if any, subject to the limitation and conditions set forth in the Specifications:
(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Sedimentation Control System	Linear Foot	TBD
Borrow	Cubic Yard	TBD
Granular Fill	Cubic Yard	TBD
Unsuitable Material Excavation	Cubic Yard	TBD
Fiber Reinforced Turf	Acres	TBD

§ 3.2.3 Allowances included in the stipulated sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Allowance
TBD	

§ 3.3 Intentionally Omitted COST OF THE WORK PLUS CONTRACTOR'S FEE

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

§ 3.3.2 The Contractor's Fee:

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

§ 3.4 Intentionally Omitted COST OF THE WORK PLUS CONTRACTOR'S FEE WITH A GUARANTEED MAXIMUM PRICE

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

§ 3.4.2 The Contractor's Fee:

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

§ 3.4.3 GUARANTEED MAXIMUM PRICE

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

(Insert specific provisions if the Contractor is to participate in any savings.)

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

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

Item	Units and Limitations	Price Per Unit (\$ 0.00)

§ 3.4.3.4 Allowances included in the Guaranteed Maximum Price, if any:
(Identify and state the amounts of any allowances, and state whether they include labor, materials, or both.)

Item	Allowance

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

ARTICLE 4 PAYMENTS

§ 4.1 PROGRESS PAYMENTS

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last 20th day of the month, or as follows:

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the twenty-first (21st) day of a month and an Application-Certificate for Payment is received-issued by the Architect not later than the 15th day of the following month, the Owner shall make payment of the certified amount to the Contractor, or supply the Contractor with written notice that payment is being withheld from the Contractor together with an explanation of the basis for so withholding payment, not later than the 30th day of the same month. If a completed Application for Payment is received by the Architect after the date fixed above, payment or such written notice and explanation shall be made by the Owner not later than thirty (30) days after the Architect receives-issues the Application-Certificate for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 Retainage, if any, shall be withheld as follows:

Each payment by Owner shall be subject to retention of ten percent (10%) of the total amount paid to Contractor upon substantial completion of the Work less an amount equal to 200% of the cost reasonably estimated by the Owner to achieve final completion of Work.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.) (We do not pay interest on late payments.)

(Late payments will not be paid on late payments.)

§ 4.1.6 Each Application for Payment submitted by the Contractor to the Architect and by each Subcontractor to the Contractor shall be on such AIA form as the Owner directs, and in the absence of such direction from the Owner, on the form of AIA Documents G702 and G703. Each Application for Payment shall contain sufficient documentation and additional information as directed or requested by the Architect or the Owner.

§ 4.1.7 With the second of each Application for Payment and thereafter, and prior to the Payment of each such progress payment, the Contractor and each Subcontractor shall submit effective lien waivers.

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

§ 4.2 FINAL PAYMENT

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor as provided in Section 15.6 when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- 2 the contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a guaranteed maximum price; and
- 3 a final Certificate for Payment has been issued by the Architect.

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

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 BINDING DISPUTE RESOLUTION

§ 5.1.1 Notwithstanding anything herein to the contrary, any claim, dispute or other matter in question arising out of or relating to this Agreement or breach thereof, relating to the Work shall be resolved in accordance with the provisions of Section 4-61 of the C.G.S. as revised.

§ 5.1.2 Notwithstanding the event of any claim or other matter in question as to the Project arising out of our relating to this Agreement or the breach thereof, the Contractor shall carry on the subject Work so long as the Owner continues to make proper payments of all undisputed amounts to the Contractor in accordance with the terms of the Agreement.

For any claim subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be as follows:

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

☒ Arbitration pursuant to Section 21.4 of this Agreement

☒ Litigation in a court of competent jurisdiction

[] Other (Specify)

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

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

§ 6.1.1 The Agreement is this executed AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 6.1.2 The Supplementary and other Conditions of the Contract: (The following list is not complete.)

Document	Title	Date	Pages
Additional General Conditions	General Conditions for Facilities and Services, United Technologies Corporation, Pratt & Whitney		10
Permit	Army Corp of Engineers Permit E-NAE 307-2818	November 3, 2009	18
Permit Supplement	Army Corp of Engineers Permit E-NAE 307-2818 Supplement	November 23, 2009	
Water Diversion Permit Water Quality Certification	Water Diversion Permit No. DIV 200800994 Section 401 Water Quality Certification No. WQC 200800994	October 23, 2009	6
Permit	DWP Inland Wetlands and Watercourses Permit No. IW 200903066	October 16, 2009	6
General Permit Registrations Various	See Notice to Contractors, Permit		

§ 6.1.3 The Specifications:

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

Specifications entitled "Parking and Traffic Circulation Improvements at Reuschler Field, East Hartford, Connecticut, MMV 13097-01, Technical Specifications, dated January 15, 2010."

Section	Title	Date	Pages

§ 6.1.4 The Drawings:

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

Plan set entitled "Reuschler Field Parking and Traffic Circulation Improvements, East Hartford, Connecticut, State of Connecticut, Office of Policy and Management, MMV 13097-01, Construction Documents, January 15, 2010" by Milone & MacBroom Inc. consisting of the following: (SUBJECT TO REVISIONS)

Numbers	Title	Date
(unnumbered)	Title Sheet	January 15, 2010
01	Index Plan	
SA-1	Site Access Plan	
EX-1, EX-6	Site Plan - Existing Conditions	

DEM-1 - DEM-6	Demolition & Grubbing Plan
EA-1 - EA-6	Site Plan - Layout & Landscaping
EL-1 - EL-5	Site Plan - Fencing
GR-1 - GR-6	Site Plan - Grading
DR-1 - DR-6	Site Plan - Drainage & Sanitary
SE-1 - SE-6	Site Plan - Sediment & Erosion Control
PRO-1 - PRO-3	Roadway Profiles
XSC-1 - XSC-12	Roadway Cross Sections
IN-SPR	Index Plan Structures
STR-1 - STR-22	Culverts - General Plan
BOR-1 - BOR-5	Boring and Test Pit Logs
UT-1 - UT-2	Utility Plan
SD-1 - SD-15	Site Detail Sheets
SD-16	
EL-1 - EL-5	Electrical Illumination Plans & Details
MI	Wetland Mitigation Plan
SPE-1	Site Plan - Special Excavation Plan
PS-1 - PS-2	Site Plan - Polluted Soil Reuse Plan
C-1 - C-4	Clearing Plan (for reference only)

§ 6.1.5 The Addenda, if any: TBD

Number	Date	Pages

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

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

- 1 Exhibit A, Determination of the Cost of the Work, if applicable.

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

Exhibit A - Determination of the Cost of the Work (pm)
Exhibit B - State Contracting Requirements

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 THE CONTRACT DOCUMENTS

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

§ 7.1.2 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent

with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.1.3 If there is any inconsistency in the Drawings, or between the Drawings and the Specifications, unless otherwise ordered in writing by the Owner, the Contractor shall provide the better quality of, or the greater quantity of, that work or materials.

§ 7.2 THE CONTRACT

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

§ 7.3 THE WORK

§ 7.3.1 The term "Work" means the construction and services required by the Contract Documents or which can reasonably be inferred as necessary to produce the results intended by the Contract Documents and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

§ 7.4 INSTRUMENTS OF SERVICE

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

§ 7.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 7.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmission, unless otherwise provided in the Agreement or in the Contract Documents.

ARTICLE 8 OWNER

§ 8.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

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

§ 8.1.4 Notwithstanding anything in this Agreement or the Contract Documents to the contrary, nothing in this Agreement or the Contract Documents shall be construed as a representation by the Owner as to the existing conditions on the Project site.

§ 8.2 OWNER'S RIGHT TO STOP THE WORK

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

§ 8.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with the site conditions, including the boundaries and layout of the Project Site, and of with local conditions under which the Work is to be performed; (ii) reviewed the Contract Documents; and (iii) correlated personal observations with requirements of the Contract Documents.

§ 9.1.1.2 On the basis of the review described in Section 9.1.1, the Contractor, by its execution of the Contract, represents that, the Work as described in the Contract Documents will (i) comply with Applicable Law; (ii) can be so constructed within the Contract Time and Contract Sum.

§ 9.1.1.3 The Contractor shall conduct the Work notwithstanding any patent or latent defects or unforeseen conditions on the Project site, and, notwithstanding anything to the contrary in this Agreement, without adjustment in the Contract Sum or extension of the Contract Time.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.1, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect and Owner any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

on behalf of the Contractor or any of its Subcontractors and shall indemnify, defend, and hold harmless the Owner against all costs and expenses, including reasonable attorneys' fees, incurred as a result of such acts and omissions.

§ 9.3 LABOR AND MATERIALS

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

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner may direct the Contractor to remove any employee or other worker from the jobsite for improper or unsafe behavior.

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

§ 9.4 WARRANTY

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

§ 9.4.2 The Contractor warrants all labor materials and workmanship for thirteen (13) months from Final Completion.

§ 9.5 TAXES

The Contractor shall pay sales, consumer, use and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect. The Owner is a tax-exempt entity. Exhibit A sets forth the details of the applicable tax exemptions as provided by the Connecticut General Statutes and regulations promulgated thereunder. The sales or use tax exempted thereby shall not be included as part of the bid or the Contract Sum. A sales tax certificate is available upon written request to the Owner.

§ 9.6 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 9.6.1 Unless otherwise provided in the Contract Documents, and if required, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

§ 9.7 ALLOWANCES

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall not include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's approval and the Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 SUBMITTALS

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

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

§ 9.10 USE OF SITE

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

§ 9.10.2 The Contractor shall schedule and perform the Work so as not to interfere with any other related or unrelated work or other activities being performed by the Owner or its other contractors in or about the premises and shall coordinate with the Owner, upon the Owner's request, in the planning of these other work or activities.

§ 9.11 CUTTING AND PATCHING

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

§ 9.12 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract, and shall provide sufficient dumpsters and refuse containers for the same. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and, if required by the Contract Documents, surplus material from and about the Project. The Contractor shall use its best efforts to prevent dust, debris and odor.

§ 9.13 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 9.14 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located. For any portion of the Work performed on property owned by United Technologies Corporation ("UTC"), the Contractor shall also provide authorized representatives of UTC access to the Work.

§ 9.15 INDEMNIFICATION.

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

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

§ 9.16 The Contractor shall send its qualified representative to participate in periodic progress meetings held at such time and at such place as the Owner shall designate.

§ 9.17 CONTRACTOR'S REPRESENTATIONS

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

1. that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;
2. that it, through its Subcontractors or otherwise, is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;
3. that it is authorized to do business in the State of Connecticut and is properly licensed and prequalified by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;
4. that its execution of the Contract Documents and its performance thereof have been duly authorized by all necessary corporation action;
5. that its duly authorized representative has visited the site of the Work, familiarized itself with the site conditions, including the utility systems on the site and including any defects on the site, and of local conditions under which the Work is to be performed and correlated his or her observations with the requirements of the Contract Documents; and
6. that the Owner has made no representations to the Contractor as to the existing conditions on the site, including the electrical systems on the site.

§ 9.18 The Contractor shall furnish to the Owner in writing the names, addresses and telephone numbers of those in its organization to be contacted in the event of an after-hours emergency.

§ 9.19 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

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

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

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

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

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

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

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. Contractor will only engage Subcontractors who are fully experienced to perform the Services required by this Contract and properly qualified, licensed, certified, equipped and insured to perform the Services required herein.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor

was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

The Contractor shall make a good faith effort to meet the small contractor and minority business enterprise set-aside goals established pursuant to C.G.S. sec. 4a-60g, which are 25 % of the Contract Sum to small contractors, of which 25% (6.25% of the Contract Sum) shall be to minority business enterprises.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts (including, but not limited to, contracts awarded by UTC to perform environmental remediation on the Project Site) in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such claim as provided in Article 21.

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

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

ARTICLE 13 CHANGES IN THE WORK

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

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

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and

Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor's control, or by other causes which the Architect determines may justify delay, then the Contract Time shall may be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21. The Contractor's sole remedy for any delay shall be an extension of the Contract Time unless such delay is caused by intentional acts constituting intentional interference by the Owner and except as set forth in Article 13 of this Agreement.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Owner and the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner and the Architect may require. This schedule, unless objected to by the Owner and the Architect, shall be used in reviewing the Contractor's Applications for Payment.

§ 15.1.2 Intentionally Omitted. With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

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

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

§ 15.1.5 With each Application for Payment the Contractor shall report in a form acceptable to the Owner on subcontract amounts paid to set-aside small contractor and minority business enterprise subcontractors and progress toward local hiring goals.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor's properly completed Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the

Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.2.3.

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

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion.

§ 15.3 PAYMENT

The Owner shall make such payments as are requested by the Contractor with an Application for Payment provided that (i) Contractor is in compliance with all Contract terms and conditions; and (ii) the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents and that such amounts as are requested by the Contractor are not necessary to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

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

§ 15.2.4.3.1 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3.4 PROGRESS PAYMENTS

§ 15.34.1 The Contractor shall pay each Subcontractor, no later than seven-fifteen (15) days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

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

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

§ 15.4.4 The Contractor shall promptly advise the Owner of any claim or demand by a Subcontractor claiming that any amount is due to such Subcontractor or claiming any default by the Contractor in any of its obligations to such Contractor.

§ 15.4.5 SUBSTANTIAL COMPLETION

§ 15.45.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The Project shall be deemed to have achieved Substantial Completion when all of the following have occurred:

- .1 The Work has been executed in a manner consistent with the Contract Document;
- .2 The necessary permits have been issued.

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

§ 15.45.3 Upon receipt of the Contractor's list, the Owner and Architect Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Owner and Architect Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion. Owner and Contractor shall establish their respective responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list submitted by the Contractor pursuant to Section 15.4.2 accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Contract Documents Certificate of Substantial Completion.

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

§ 15.5.5 Upon Substantial Completion, the Contractor shall provide the Owner with a Property Inventory Report in the form requested by the Owner. The Contractor shall revise such Property Inventory Report at any time before or after Final Completion at the request of the Owner.

§ 15.5.6 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.6.1 The Project shall be deemed to have achieved Final Completion, and Final payment, constituting the entire unpaid balance of the Contract Sum shall be due, when all of the items set forth in Section 15.4 hereof have occurred and all of the following additional items have occurred:

- .1 The Work has been performed in a manner consistent with the Contract Documents

- .2 The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .3 All punch list items have been completed to the satisfaction of the Owner, and the Contractor has delivered all required evidence of completion to the Owner;
- .4 The Contractor has provided the Owner with the final lien waivers as described in Section 15.5.4, copies of all permits and approvals, a list of all subcontractors who performed work or provided materials with respect to the Project, a final report of payments to set-aside small contractor and minority business enterprise subcontractors and compliance with local hiring goals and as-built drawings.

§ 15.56.2 Final payment shall not become due until the Owner has received full and final lien releases and waivers from the Contractor and all subcontractors and material suppliers, irrespective of tier, together with a Contractor's affidavit or sworn statement covering all Work for the Project; the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

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

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

§ 15.6.5 Upon final payment, the Contractor shall furnish to Owner any of the documents used in construction, including the System Plans (collectively, the "Record Drawings"), marked neatly with red pencil to record all changes made during construction. The Record Drawings shall consist of carefully drawn markings on a set of black and white prints of the drawings obtained especially for the purpose. The Contractor shall identify all changes and circle them. The Contractor shall indicate on the job set of drawings, at the time it occurs, each such field change, for transfer to the Record Drawings.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract and such safety requirements, as determined by the State, necessary to protect all persons working at or otherwise attending Rentschler Field stadium events. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and the materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 such safety requirements, as determined by the State, necessary to protect all persons working at or otherwise attending Rentschler Field stadium events.

The Contractor acknowledges its acceptance of and shall comply with the safety training requirements ("Requirements") of United Technologies Corporation - Pratt & Whitney Aircraft Company ("P&W") for all persons working on the property of UTC. Such requirements are available at www.1

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

§ 16.2 SITE CONTAMINATION AND HAZARDOUS MATERIALS

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents and all applicable laws and regulations regarding site contamination and hazardous materials, including those requirements addressing unknown conditions. Contractor shall conduct and maintain, and require all Subcontractors to conduct and maintain, all operations, activities and property at the Project Site in accordance with all applicable Environmental laws and regulations. The Owner has retained an environmental oversight consultant to monitor construction activities. If the Contractor encounters a hazardous material or substance contamination not addressed identified in the Contract Documents, the Contractor shall, upon recognizing the condition, immediately report the condition to the Environmental Oversight Consultant and identify the actions the Contractor proposes to take to maintain schedule for the Work. The Environmental Oversight Consultant shall approve the Contractor's proposed actions or direct the Contractor to modify them, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 Intentionally deleted. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

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

acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 17.1.1 The Contractor shall obtain insurance coverage of the nature and in amounts no less than those specified in this Section 17.1.1. The Contractor shall require its subcontractors to obtain insurance coverage of such natures and such amounts unless otherwise agreed to by the Owner.

- 1 Workers' Compensation Insurance, statutory benefits, with employer's liability limits of at least [Five Hundred Thousand Dollars (\$500,000.00)]
- 2 Commercial General Liability Insurance shall be insured at a limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence and Two Million Dollars (\$2,000,000.00) total aggregate liability, with such Commercial General Liability Insurance coverage to include premises and operations liability, contractual liability, products/completed operations, personal and advertising injury, broad form property damage and independent contractor's liability; If a general aggregate is used, either the general aggregate limit shall apply separately to this Project or the general aggregate limit shall be twice the required occurrence limit. Coverage for hazards of explosion, collapse, and underground subsidence (X-C-U) must also be included when applicable to the Work. Products and completed operations insurance shall be maintained for a period of three (3) years after Substantial Completion.
- 3 Motor vehicle liability shall be insured at a limit of not less than [One Million Dollars (\$1,000,000.00)] for each occurrence and [Two Million Dollars (\$2,000,000.00)] total aggregate liability; and
- 4 Umbrella insurance at a limit of not less than Five Million Dollars (\$5,000,000.00) for each occurrence and [Five Million Dollars (\$5,000,000.00)] total aggregate liability.

§ 17.1.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Connecticut and the state in which the services are performed, shall be in form reasonably satisfactory to P&W the Owner and to P&W and shall contain a provision prohibiting cancellation except upon at least ten (10) twenty (20) days prior notice to P&W and shall contain a complete waiver by the insurer of subrogation against the Owner and P&W. All such insurance policies will be primary in the event of a loss arising out of the Contractor's performance and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability as if there were a separate policy covering each insured. Certified copies of said policies or certificates evidencing such insurance naming United Technologies Corporation as an additional insured shall be filed with the Owner and P&W before Work is started.

§ 17.1.23 All insurance policies required under this Section 17.1 shall include the Owner, United Technologies Corporation Pratt and Whitney Aircraft Company, RFDCL LLC, and AEG/Northland as an additional insureds for premises, operations and completed operations, and the Owner above shall be shown as such on the Certificate of Insurance. The coverage afforded to the Owner under such policies shall be primary to, and not contributing with any other insurance, primary, excess, or umbrella available to the Owner. If Contractor fails to procure insurance for the Owner as required hereunder, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums that would otherwise have been paid by the Contractor's required insurance.

Contractor shall assume all deductibles.

§ 17.2 OWNER'S LIABILITY INSURANCE Intentionally Left Blank

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. (The State does not purchase liability insurance.)

§ 17.3 PROPERTY INSURANCE Intentionally Left Blank

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be

maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.3.2 The Owner shall file a copy of each policy with the Contractor before an exposure to loss may occur. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 17.3.3 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 12, if any, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 17.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 12, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.3.4 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their sub-subcontractors in similar manner.

§ 17.3.5 The Contractor and Subcontractors waive all rights against each other and any of their Subcontractors, Sub-subcontractors, agents and employees, each of the other, and against the Owner, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Contract or other property insurance applicable to the Work except such rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Subcontractor shall require of the Subcontractor's, Sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. If possible, the policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 17.4 PERFORMANCE BOND AND PAYMENT BOND

§ 17.4.1 The Contractor shall furnish to the Owner, and keep in force during the term of the Agreement, performance and labor and material payment bonds guaranteeing that the contractor will perform its obligations under the Agreement and will pay for all labor and materials furnished for the Work. Such bonds shall be issued in a form and by a surety reasonably acceptable to the Owner, shall be submitted to the Owner for approval as to form, shall name the Owner as obligee and shall be in an amount equal to at least 100% of the Contract Sum (as the same may be adjusted from time to time pursuant to the Contract Documents). The Contractor shall deliver the executed, approved bonds to the Owner within five (5) days after execution of this Agreement and prior to commencement of the Work. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, and the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 18.2 In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

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

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

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

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 ASSIGNMENT OF CONTRACT

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

§ 19.2 GOVERNING LAW AND FORUM

This Agreement shall be governed by, and, whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under the laws of the State of Connecticut, without regard to its conflict of laws provisions. If, however, any provision of this Agreement, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Agreement or valid portions of such provision, which are hereby deemed severable. To the extent that any immunities provided by federal law or the laws of the State do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court. Contractor shall irrevocably waive any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Contractor acknowledges and agrees that nothing in this Contract shall be construed as a waiver by State of any rights or defenses of sovereign immunity with respect to this Contract. To the extent this provision conflicts with any other provision of this Agreement, this provision shall govern. The Contract shall be governed by the law of the place where the Project is located, except, that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.4.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable ~~contracted to by~~ the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect and the Owner timely notice of when and where tests and inspections are to be made so that the Owner and the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

§ 19.4 NON-RESIDENT CONTRACTOR COMMENCEMENT OF STATUTORY LIMITATION PERIOD

If the Contractor is a "nonresident contractor" as defined in Section 12-430(7)(A) of the Connecticut General Statutes, as revised, the Contractor shall comply fully with the provisions of Section 12-430(7) and, prior to commencing the Work, shall furnish the Owner with a copy of the requisite certificate of compliance set forth in subparagraph (E) of Section 12-430(7). The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 19.4.

§ 19.5 Without limiting any other provision of this Agreement, the Contractor shall be responsible for all costs and penalties caused by its failure to comply with Applicable Law, and, in the event of such failure, shall indemnify the Owner pursuant to Sections 9.15.1 and 9.15.2 hereof.

§ 19.6 Any commencement of the Work by the Contractor or its agents, servants, employees or subcontractors shall constitute an acceptance of this Agreement as is, and shall have the same force and effect as though same were fully executed.

§ 19.7 Any provision herein to the contrary notwithstanding, the Owner shall not be obligated to make any payment to the Contractor hereunder, to the extent reasonably necessary to protect the Owner's interest, if any one or more of the following conditions exists:

- 1 The Contractor is in material default of any of its obligations hereunder;
- 2 Any part of such payment is attributable to any portion of the Work which, because of the fault or neglect of the Contractor is defective or not performed in accordance with the Agreement or the Contractor's Standard of Care.

§ 19.8. WAGES AND EMPLOYMENT PREFERENCE

§ 19.8.1 The wages paid on a hourly basis to any mechanic, laborer or workman employed upon the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such employee to any employee welfare fund, as defined in subsection (h) of Section 31-53 of the General Statutes of Connecticut shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make such payment or contribution on behalf of such employees to any such employee welfare fund shall pay to each employee as part of their wages the amount of the payment of contribution for their classification on each pay day.

§ 19.8.2 To the extent consistent with any provision regarding residence requirements contained in a collective bargaining agreement to which the Contractor is a party, in the employment of labor to perform the work specified herein, preference shall be given to citizens of the United States, who are, and continuously for at least three months prior to the date hereof have been, residents of the labor market area, as established by the Labor Commissioner, in which such work is to be done, and if no such qualified person is available, then to citizens who have continuously

resided in the county in which the work is to be performed for at least three months prior to the date hereof, and then to citizens of the state who have continuously resided in the state at least three months prior to the date hereof.

§ 19.8.3 The Contractor shall make a good-faith effort to achieve the local hiring goals for the pProject established pursuant to C.G.S. 32-656 and other applicable statutes. The applicable goals are thirty (30) percent of the work force to be residents of Hartford or East Hartford; fifteen (15) percent of the work force to be minority males; and six and nine-tenths (6.9) percent women

§ 19.9 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 or sovereign immunity which is may have with respect to any matters arising out of this Agreement except as provided in Section 4-61 of the C.G.S. as revised or as otherwise provided by law.

§ 19.10 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.

§ 19.11 THIRD PARTIES

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

§ 19.12 NON-WAIVER

In no event shall the making by the Owner of any payment to the Contractor constitute or be construed as a waiver by the Owner 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 Owner while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the Owner in respect to such breach or default.

§ 19.13 CONTRACTOR

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

§ 19.14 ADMINISTRATIVE AND STATUTORY REQUIREMENTS

The Contractor hereby acknowledges and agrees to comply, and that it will require its consultants to comply, with the provisions of Exhibit A entitled "State Contracting Requirements" ("Revised November 2009") attached hereto as Exhibit B and made a part hereof.

§ 19.15 NOTICES

Except as otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications required or permitted to be given hereunder, or which are to be given with respect to this Agreement, shall be in writing and shall be deemed delivered (i) upon the delivery by facsimile electronic transmission (provided that such facsimile is sent on a business day prior to 5:00 p.m. of the recipient's local time, and a confirmation copy is sent via another manner set forth in this Section 19.15, (ii) the next business day following delivery to Federal Express or another nationally recognized air-freight or commercial delivery service for next day delivery, or (iii) two (2) business days following deposit thereof in the United States mail, certified mail (return receipt requested), provided such notices shall be addressed or delivered to the parties at their respective addresses or facsimile telephone numbers set forth below. Copies of all notices delivered hereunder relating to any default, breach, indemnity or reimbursement claim, termination or other matter of similar import, shall also be delivered in the same manner to counsel as indicated below, but the failure to deliver such copy shall not affect the validity or sufficiency of any such notice.

If to Architect:

Milone & MacBroom, Inc.
99 Realty Drive
Cheshire, CT 06410

Attn: []

If to the State:

Office of Policy and Management
Adriaen's/Rentschler Project Office
100 Columbus Boulevard
Hartford, CT 06106
Attention: Project Comptroller
Facsimile: (860) 251-8143

and

Office of Policy and Management
450 Capitol Avenue
Hartford, CT 06106
Attention: Director of Legal Affairs
Facsimile: (860) 418-6487

With a copy to:

Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Attention: Arnold K. Shimelman, Esq.
Facsimile: (860) 251-5816

§ 19.16 CONSTRUCTION SAFETY AND HEALTH COURSE

Pursuant to the requirements of Section 31-53b of the Connecticut General Statutes, as revised, not later than thirty (30) days after the date of this Agreement the Contractor shall furnish proof to the Labor Commissioner that all employees of the Contractor and its Subcontractors performing manual labor on the Project pursuant to this Agreement, have completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 15.2.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment or provide the Contractor with notice that payment will be withheld together with an explanation of the basis for withholding payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit for such executed Work, costs incurred by reason of such termination, and damages.

§ 20.2 TERMINATION BY THE OWNER FOR CAUSE

§ 20.2.1 The Owner may terminate the Contract if the Contractor

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

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the

Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and reasonable and actual costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed. The Owner may, at its option, require the Contractor to promptly assign and deliver to the Owner all Contract Documents.

ARTICLE 21 CLAIMS AND DISPUTES

§ 201.31 Claims, disputes and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect shall be referred initially to the Architect for decision and approval by the Owner. After the initial decision by the Architect, and if not approved by the Owner, the Contractor may seek relief as set forth in Section 5.1.1.

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

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

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

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

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

~~§ 21.7 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 21.8 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

EXHIBIT A STATE CONTRACTING REQUIREMENTS

(Revised November 2009)

Except as otherwise specifically provided herein or the context in which any term is used otherwise requires, as used in this Exhibit the term "State" means the state of Connecticut, the term "Contractor" means the _____, and the term "Contract" means the Agreement between the State and Contractor to which this Exhibit is attached.

1. Quality Surveillance and Examination of Records

- (a) All services performed by and material supplied by the Contractor under this Contract shall be subject to the inspection and approval of the State at all times, and the Contractor shall furnish all information concerning such material and services as may be requested by the State.
 - (b) The Contractor shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Contractor's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Contractor shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this Contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Contractor's address provided on the first page of this Contract or such other location as is approved in writing in advance by the State.
 - (c) The Contractor agrees to make all of its Records available for inspection and/or examination by the State's Representatives (herein defined as the State's authorized agents, representatives, officers and employees) during reasonable hours. The State and its Representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Contractor's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this Contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Contractor at least twenty-four (24) hours notice of any intended inspections or examinations.
 - (d) At the State's request, the Contractor shall provide the State and its Representatives with hard copies of or electronic media containing any data or information in the possession or control of the Contractor which pertains to the State's business or this Contract, at no cost to the State.
 - (e) The Contractor agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be supplemented, extended or renewed, and any holdover period, as applicable.
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- (f) The Contractor also agrees that it will require each subcontractor under this Contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be supplemented, renewed or extended, and any holdover period, as applicable.
- (g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.
- (h) In the event that this Contract 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.
- (i) The Contractor shall incorporate the provisions of this Section, including this subsection (i), verbatim into any contract or other agreement it enters into with any subcontractor under this Contract.

2. Promotion

Except as otherwise expressly provided in the Contract, or specifically authorized in writing by the State on a case by case basis, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, or its respective officials, agencies, or employees or the seal of the State of Connecticut or its agencies:

- (i) in any advertising, publicity, promotion; or
- (ii) to express or to imply any endorsement of Contractor's products or services; or
- (iii) in any other manner (whether or not similar to uses prohibited by subparagraphs (i) and (ii) above), except only to manufacture and deliver in accordance with this Contract 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.

3. Confidentiality

All data provided to the Contractor by the State or developed internally by the 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. The 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 the Contractor's possession during the term of this Contract, except where disclosure of such information by the 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, the Contractor will provide advance notice to the State of the need for the disclosure.

4. Freedom of Information Act

The State is a "public agency" for purposes of the Connecticut Freedom of Information Act ("FOIA"). Accordingly, this Contract and any correspondence, documents or other information delivered to the State in connection therewith will be considered public records and will be subject to disclosure under FOIA. Under General Statutes §1-210(b), FOIA includes exemptions for "trade secrets" and "commercial or financial information given in confidence, not required by statute", but only the particular information falling within one of these exemptions can be withheld by the State if the State receives a FOIA request that encompasses such information. In particular, Contractor should be aware that:

- (i) the State has no obligation to notify the Contractor of any FOIA request received by the State;
- (ii) the State may disclose materials claimed to be exempt if in its judgment such materials do not appear to fall within a statutory exemption;
- (iii) the State may in its discretion notify Contractor of FOIA requests and/or of complaints made to the Freedom of Information Commission concerning items for which an exemption has been claimed, but the State has no obligation to initiate, prosecute or defend any legal proceeding or to seek to secure any protective order or other relief to prevent disclosure of any information pursuant to an FOIA request;
- (iv) the Contractor will have the burden of establishing the availability of any FOIA exemption in any such legal proceeding; and
- (v) in no event shall the State or any of its officers, directors, or employees have any liability for the disclosure of documents or information in the State's possession where the State, or such officer, director, or employee, in good faith believes the disclosure to be required under FOIA or other law.

5. 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 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 this Agreement.

6. 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 during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is and will remain, and that all services rendered by it under the Contract will be provided, in compliance with the law. Failure of the Contractor to satisfy this standard either now or during the term of the Contract as it may be amended will render the Contract voidable at the option of the State upon notice to the Contractor. The Contractor warrants that it will hold the State harmless 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.

7. Non-Discrimination Covenants

- (a) For the purposes of this Section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other

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than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) For the purposes of this Section 7 and Section 8 below, the terms "Contract" and "contract" include any extension or modification of the Contract, "Contractor" and "contractor" include any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this Section and Section 8 below, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

8. Documentation Supporting Non-Discrimination Covenants

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Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every contractor is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on the web site of the Office of Policy and Management at www.ct.gov/opm. 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).

9. Executive Orders

- (a) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this Contract 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 Contract. The parties to this Contract, 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 Contract is completed or terminated prior to completion.
- (b) The Contractor agrees, as part consideration hereof, that this Contract 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.
- (c) This Contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Contract 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 Contract. The parties to this Contract, 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.
- (d) This Contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 regarding violence in the workplace 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 Contractor agrees to abide by such Executive Order.
- (e) To the extent any cleaning or sanitizing services are required in connection with the parking and circulation improvements project under this Contract, this Contract is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006 regarding the use of cleaning or sanitizing products and services. As such, the Contract may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order, as applicable. The parties to this Contract, as part of the consideration hereof, agree that said Executive Order is incorporated herein by reference

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and made a part hereof. The Contractor agrees to abide by such Executive Order, as applicable.

10. Disclosure of Consulting Agreements

If this Contract is for goods or services and has a value to the State of \$50,000 or more in any calendar or fiscal year, the Contract shall not become effective until the Contractor has completed and furnished the affidavit with respect to consulting agreements required by § 4a-81 of the Connecticut General Statutes, which form of affidavit is available on the Web site of the Office of Policy and Management at www.ct.gov/opm.

11. Gift and Campaign Contribution Certifications

If this Contract has a value of \$50,000 or more in any calendar or fiscal year and is for (a) a project for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or public work, (b) services, including, but not limited to, consulting and professional services, (c) the acquisition or disposition of any real or personal property, (d) goods and services, including, but not limited to, the procurement of services under a purchase of services agreement (POS) or personal services agreement (PSA), (e) a transaction involving information technology, (f) a lease, (g) a licensing agreement or other arrangement, or (h) any governmental functions that relate to any of the foregoing, the Contract shall not become effective until the requirements of Executive Orders 1 and 7C of Governor M. Jodi Rell and § 4-252 of the Connecticut General Statutes, as amended, have been satisfied, including the delivery of the certification of the Contractor with respect to gifts and lawful campaign contributions and other matters required thereunder, which form of certificate is available on the Web site of the Office of Policy and Management at www.ct.gov/opm. If this is a multi-year Contract, then, so long as the Contract remains in effect, the Contractor shall provide the State with an annual up-date of the aforesaid certification on each anniversary of the effective date of such Contract.

12. Termination For Cause

Pursuant to paragraph 6(a) of Executive Order No. 7C of Governor M. Jodi Rell and Public Act 07-01, September Special Session, the Contractor acknowledges and agrees that the State may terminate this Contract for cause. For purposes of this provision, the term "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.

13. Survival

The rights and obligations of the parties which by their nature survive termination or completion of this Contract, including but not limited to those set forth herein in sections relating to Indemnity, Nondisclosure, Promotion, and Confidentiality, shall remain in full force and effect after the expiration or earlier termination of this Contract, as the same may be supplemented, renewed or extended, and any holdover period, as applicable..

14. 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.

15. Large State Contracts

Pursuant to Connecticut General Statutes Sections 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.

16. Campaign Contribution and Solicitation Prohibitions

For all State contracts as defined in Connecticut General Statutes Section 9-612(g)(1)(2) 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 SEEC Form 10 in Appendix I.

17. Whistleblower Protection

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, (1) 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) a "large state contractor" means an entity that has entered into a large state contract with a state or quasi-public agency.

18. Compliance with State Ethics Laws

- (a) Contractor acknowledges that by doing business with or seeking to do business with the State it is subject to certain provisions of the Code of Ethics for Public Officials of the State of Connecticut (the "Code of Ethics") applicable to current or prospective state contractors. Contractor acknowledges receipt and review of the "Guide to the Code of Ethics for Current or Potential State Contractors" as currently posted on the Web site of the Office of State Ethics www.ct.gov/ethics and agrees to comply with all provisions of the Code of Ethics applicable to Contractor as a current or potential state contractor.
- (b) Pursuant to Connecticut General Statutes § 1-101qq and Public Act 07-01, the authorized signatory to this Contract also expressly acknowledges that the Contractor has received the following State Elections Enforcement Commission's notice advising state contractors of State campaign contribution and solicitation prohibitions (hereinafter, the "Summary"), and that said signatory and the Contractor's other key employees have been provided with, read and understand the Summary and agree to comply with the provisions of the State's

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ethics laws. Further, the Contractor shall incorporate and include the Summary in all contracts with any subcontractor or consultant working or assisting the Contractor under this Contract whenever any work or assistance being provided by any subcontractor or consultant hereunder properly may be considered as being provided pursuant to a "large state construction or procurement contract" as defined in § 1-101mm(3) of the Connecticut General Statutes. The Contractor shall require in said contracts that the key employees of any subcontractor or consultant affirm that they have read and understand the Summary and agree to comply with the provisions of the State's ethics laws. Contractor shall supply such affirmations to the State promptly.

**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 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.

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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

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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.

Appendix IV

GENERAL CONDITIONS
FOR
FACILITIES AND SERVICES

UNITED TECHNOLOGIES CORPORATION
PRATT & WHITNEY
EAST HARTFORD, CONNECTICUT

PWL-432

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UNITED TECHNOLOGIES
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GENERAL CONDITIONS

These General Conditions shall apply to all activity on the UTC Parcel by the State and its Contractors ("Work") pursuant to the Construction Access Easement and State Work Area Easement under the Temporary Construction Easement Agreement between UTC and the State of Connecticut (hereinafter the "State" or "Contractor") dated November 13, 2009 ("the Agreement").

1.0 CONTRACTOR'S RESPONSIBILITY

The State shall be responsible for ensuring that its Contractors or representatives performing the Work are not debarred, proposed for debarment, suspended, or ineligible for the award of contracts by any agency of the United States.

As specified in the Implementation Protocol between UTC and the State, prior to the commencement of any Work, Contractor shall complete UTC on-line safety training. The UTC/P&W contact person is David Billard (565-4242). UTC will ensure that the on-line safety training or any other registration, certification or notification system that Contractor is required to complete are operational such that prompt access to the system(s) is available.

2.0 CONTRACTOR'S INSURANCE

The Contractor agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to P&W covering the Work hereof.

Worker's Compensation and Employer's Liability Insurance in an amount sufficient by virtue of the laws of the state in which the Services or any portion of the Services is performed.

General Liability Insurance in which the limit of liability for injuries, including accidental death, shall be \$2,000,000 for any one occurrence.

General Liability Insurance in which the limit of liability for property damage shall be \$2,000,000.00 for any one occurrence.

Automobile Liability Insurance in which the limit of liability for injuries, including accidental death, shall be \$1,000,000.00 for any one occurrence.

Automobile Liability Insurance in which the limit of liability for property damage shall be \$1,000,000.00 for any one occurrence.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Connecticut and the state in which the services are performed, shall be in form reasonably satisfactory to P&W and shall contain a provision prohibiting cancellation except upon at least ten (10) days prior notice to P&W and shall contain a complete waiver by the insurer of subrogation against P&W. All such insurance policies will be primary in the event of a loss arising out of the Contractor's performance and shall provide that where there is more than one insured, the policy will operate, except for the limits of liability as if there were a separate policy covering each insured. Certified copies of said policies or certificates evidencing such insurance naming United Technologies Corporation as an additional insured shall be filed with P&W before Work is started.

3.0 CLEANING OF PREMISES:

The Contractor shall, upon completion of the Work, remove all equipment and debris from the premises, unless more exactly specified otherwise, to the complete satisfaction of P&W.

4.0 PROTECTION OF PROPERTY AND PERSONS:

Contractor shall properly protect P&W and adjoining property from injury arising from the Contractor's actions on the premises. Any damage to same shall be made good without delay.

All protection shall be maintained in satisfactory condition at all times.

The Contractor shall conform to recommendations of the latest edition of the Manual of Accident Prevention in Construction of the Associated General Contractors of America. Streets, drives, sidewalks and curbs shall be protected, and repaired to the satisfaction of P&W. To the extent, if any, that the Contractor undertakes excavation activities that affect the premises, the Contractor shall protect, pump water from, and provide shoring for excavations and trenches.

The Contractor shall be held responsible for all damage caused by it and shall bear the expense of removing, reconstructing, replacing, or refinishing the damaged materials and work, the cost of making good other work affected thereby, and the cost of delays resulting therefrom.

All work and material of every description liable to injury during conduct of the Work, shall be fully protected against damage from any source. Materials affected by weather shall be covered and protected to keep them free from damage while being transported to the site. Should any material be found defective in any way contrary to the contract, this material, no matter in what state of completion, shall be removed forthwith from the premises. During adverse weather, Contractor shall take all necessary precautions so that work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building paper shelters, or other approved means, at the expense of the Contractor.

The Contractor shall provide and maintain warning signs, lights, barricades, railings and other safeguards for the protection of workmen and others on, or adjacent to the work as required by the condition and progress of the Work and as directed by P&W. Contractor shall designate a Safety Inspector, who shall be responsible for the safe execution of the Work under this contract. Contractor shall make or have made regular safety inspections and maintain a record of these inspections reasonably satisfactory to P&W.

Materials stored on the site by the Contractor shall not interfere with or create a hazard to P&W's activities.

5.0 ENVIRONMENTAL COMPLIANCE:

All provisions hereto are subject to the Implementation Protocol agreed to by UTC and the State.

Contractor is responsible for compliance with all Federal, State and Local Environmental laws and regulations.

The Contractor agrees and warrants that the Contractor alone is responsible for taking all steps appropriate to avoid spills of both hazardous and non hazardous materials and for compliance with environmental spill reporting should a spill occur. In the event of a spill the Contractor agrees to immediately notify P&W's representative. Contractor further warrants that he is fully knowledgeable of

what constitutes a spill under state and federal regulations, shall report all spills and bear the cost of spill cleanup.

6.0 SECURITY REQUIREMENTS:

- A. The Contractor shall be subject to and shall at all times conform to P&W rules and requirements for the protection of the plant, materials, equipment and personnel, as described herein or as otherwise provided to Contractor. Any violations or disregard of these rules may be cause for denial of access to Company property. All applicable Federal regulations and codes, including the National Fire Codes and OSHA regulations, State and local laws, ordinances and codes, as well as company rules, must be strictly adhered to, and adequate safety precautions taken to protect persons and property.
- B. The Contractor SHALL NOT ENTER ONTO ANY P&W PROPERTY OTHER THAN THE TEMPORARY EASEMENT AREA.
- C. Contractor employees admitted to Company property must conduct themselves in an orderly and safe manner. Fighting or engaging in horseplay, being under the influence of liquor or drugs, or bringing liquor or drugs onto Company property, gambling, soliciting, stealing, taking pictures or bringing cameras anywhere on Company property other than for the purpose of documenting the progress of the Work or conditions of the Work, and any immoral or otherwise undesirable conduct will not be permitted.
- D. Firearms may not be brought onto Company property.
- E. The operation of Contractor vehicles or private vehicles by Contractor employees on Company property shall conform to posted regulations and safe driving practices. Vehicular accidents shall be reported promptly to the Company Security Department.
- F. Serious occupational accidents and / or fatalities must be promptly reported to the Company Security Department.
- G. Company Fire Department / Plant Protection Department approval must be obtained for the storage and handling of all flammable liquids, gasses, which shall be kept to a minimum at all times. Flammable liquids having a flash point below 100 degrees (gasoline, alcohol, lacquer, thinner, etc.) must be dispensed from approved safety cans at all times and must not be stored or used near heat or open flame. Flammable liquids in drums or tanks must be arranged and protected in accordance with the National Fire Codes.
- H. All containers of flammable liquids must be provided with appropriate warning labels and description of their contents.
- I. The Contractor shall submit a list of all chemicals, liquids, solids and gases constituting hazardous substances to be used on the premises to Pratt & Whitney for their approval. Such list shall include a current Material Safety Data Sheet for each item. Contractor shall not introduce any chemicals to the worksite that have not been preapproved by Pratt & Whitney.
- J. When use of hazardous materials is no longer required for the Work t, Contractor is to promptly remove any unused material from Company property for legal disposal or storage.
- K. Contractor is to designate an employee responsible for hazardous materials who is to insure that all Contractor employees on the job site have received training in the proper handling of hazardous materials prior to the start of work.
- L. The Work site must be kept clean and orderly and combustibles kept to a minimum at all times. All rubbish and combustible debris must be removed daily from the property.

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- M. Burning of rubbish or other combustible, flammable, or explosive materials on company property is prohibited.
 - N. Approved type covered metal containers are required for trash disposal.
 - O. Flammable liquids must not be placed in trash containers as this is not only a fire hazard, but could be dangerous to persons handling trash.
 - P. Flammable gas and oxygen cylinders must be kept separated when not in use. All compressed gas cylinders must be properly secured against falling.
 - Q. The Company Fire Department / Plant Protection Department must be promptly notified of any fire, explosion, leakage or spillage of flammable liquids, regardless of quantity.
 - R. Use or storage of explosives or powder actuated tools is prohibited unless authorized and supervised by the Company Fire Department / Plant Protection Department and Safety Department.

7.0 DEFINITIONS:

- 1. Wherever the term "P&W" or "Company" is used in these General Conditions, it shall be construed to mean the Pratt & Whitney Division of United Technologies Corporation (UTC) in East Hartford, Connecticut. The term "P&W representative" or "Pratt & Whitney representative" means David Billard.
- 2. Wherever the term "Contractor" is used in these General Conditions, it shall be construed to mean an individual, firm, company or corporation and its employees, agents and invitees, acting on behalf of the State in performing the Work. The term Contractor includes subcontractors of the Contractor and the employees, agents and invitees of such subcontractor and employees of the State. The Term "State" means the State of Connecticut, acting by and through the Secretary of the Office of Policy and Management.
- 3. Where the letters OSHA are used, they refer to the Occupational Safety and Health Act.
- 4. Where the term Fire Underwriters is used, it refers to the National Board of Underwriters.

8.0 ACCESS TO SITE:

The Contractor shall make every effort to minimize damage to all access routes and it shall be required to restore them to their original conditions. The Contractor shall acquire all necessary permits for working in, on or from public streets or rights-of-way and for securing access rights of their own.

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires, or anchors and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Town of East Hartford and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operations.

The Contractor shall be responsible for and reimburse P&W and others for any and all losses, damage or expense which P&W or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights of way provided by P&W to the Contractor or any violation or any disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights, provided that the Contractor has been determined to be responsible for the loss and only to the extent that the Contractor contributed to the loss.

9.0 OCCUPATIONAL SAFETY, HEALTH AND ENVIRONMENTAL COMPLIANCE:

The Contractor is responsible for compliance with all applicable Federal, State and Local Occupational Safety and Environmental regulations.

The Contractor shall be familiar with and agree to comply with federal regulations promulgated under the Occupational Safety and Health Act of 1970, specifically Code 29 of the Federal Regulations (CFR) Part 1910, Occupational Safety and Health Standards and 29 (CFR) Part 1926 Safety and Health Regulations for Construction.

The Contractor shall also be knowledgeable of and comply with all local, state and federal environmental regulations, including but not limited to those which control air, water, waste, noise and toxic substances.

10.0 PERSONAL PROTECTIVE EQUIPMENT:

The Contractor is required to provide and ensure their employees wear appropriate personal protective equipment.

EYE PROTECTION – As a minimum, industrial safety glasses with side shields are required in all other areas where posted or where contract work is being performed.

HEAD PROTECTION – Hard hats are required in posted areas and where overhead work is being performed. Contractors are responsible for installation of warning signs.

HEARING PROTECTION – Ear muffs or plugs are recommended during noisy operations such as jack hammering or in posted areas.

FOOT PROTECTION – Sturdy leather shoes or, preferably, safety shoes are recommended. Open to shoes, sandals or sneakers are prohibited.

HAND PROTECTION – Protective gloves or operation specific hand protection is required when and where deemed necessary.

11.0 MATERIAL SAFETY DATA SHEETS, CONTAINER LABELING AND P&W PHYSICAL HAZARDS:

If the Contractor plans to bring hazardous or non-hazardous materials on P&W property, the Contractor must provide the P&W representative with material safety data sheets (MSDS) for those materials prior to approval. All materials must be labeled. If Contractor transfers a material from its original labeled container, Contractor must ensure the new container is labeled with the chemical name and hazard warning in accordance with OSHA standards. The P&W representative will inform Contractor if Contractor could be exposed to hazardous materials or physical hazards from P&W operations while performing the Work. Upon request, Contractor will be provided with MSDS's for those materials.

12.0 HAZARDOUS AND REGULATED WASTES:

Applicable disposal procedures for waste materials are specified in the Implementation Protocol and in this Section 12.0. In the event of a conflict between these General Conditions and the Implementation Protocol, the Implementation Protocol shall govern. Waste materials are not to be poured into sinks, drains, toilets, storm sewers or on the ground. Solid or liquid wastes that are hazardous or regulated are not to be disposed of in refuse dumpsters. All spent or waste chemicals from the Work must be disposed of in coordination with the Pratt & Whitney Representative in accordance with all federal, state and local statutes and regulations. Waste materials generated on P&W property will be placed in labeled DOT approved containers, supplied by the P&W representative.

Contractors must have a preapproval from the Pratt & Whitney representative for any activity on P&W property that will generate a hazardous waste, result in a waste discharge of any kind, or result in air emissions requiring a permit. This includes internal combustion engines. Contractors must maintain their

equipment to minimize the potential for discharges (oil / coolant / gasoline) to the environment. All leaking equipment must be repaired or removed from the site. All spills must be reported to P&W by calling 565-1111 and to the Connecticut Department of Environmental Protection.

13.0 PROHIBITED MATERIALS AND EQUIPMENT:

The possession of alcoholic beverages, illegal drugs, explosives and/or firearms is strictly prohibited on Company property. Anyone suspected of being under the influence of alcohol or drugs will not be allowed to enter or remain on the premises. Cameras and video tape recorders shall not be used on Company property other than for the purpose of documenting progress of the Work or conditions of the Work.

14.0 COMPRESSED GAS CYLINDERS:

Compressed gas cylinders must be fastened securely in an upright position and properly identified as to its contents. Flammable compressed gas cylinders shall be separated from oxygen cylinders by twenty (20) feet when in storage.

15.0 DISPOSAL PROCEDURES:

Applicable disposal procedures for waste materials are specified in the Implementation Protocol and in Section 12.0 above.

16.0 SPILL PROCEDURES:

Contractors shall be responsible for all spills and spill clean ups that result from the Work. A spill is defined as an accidental release of any product outside of its normal container except during use.

There is no limit to the quantity that defines a spill. All spills on P&W Property shall be reported immediately to the P&W Fire Department at 565-1111. Spills also include leaks from vehicles or construction equipment.

Contractor shall be responsible to have at each job site a reasonable quantity of spill clean up materials. This includes spill clean up kits on trucks and construction equipment. If P&W determines that a spill clean up is beyond the ability of the Contractor to handle, or the Contractor has failed to clean up the spill adequately, P&W shall use its own personnel or hire spill clean up specialists. In all cases, the Contractor shall be responsible for any costs incurred as a result of the spill clean up. The costs may include removal of contaminated materials as well as restoration of the area.

In cases of vehicle and equipment leaks, P&W prohibits the actively leaking vehicle from exiting the facility. The Contractor shall repair the leaking vehicle and / or transfer materials to any alternate vehicle. In all cases, associated costs shall be paid by the Contractor.

Failure to report a spill shall be grounds for the banning of a Contractor from working at P&W.

17.0 CHEMICAL USE / STORAGE:

The storage and use of chemicals (including oils, fuels, etc.) on the job site shall be done in accordance with all applicable federal, state and local regulations. The use of safety containers, proper labels, grounding straps, UL listed tanks and pumps, etc., shall be required at all times. Contractor should refer to NFPA 30 for guidelines, or the P&W representative for additional details.

Transportation of chemicals, fuels, oils, concrete, etc., to P&W shall be in full accordance with all federal DOT regulations, 49 CFR, including the use of placards, proper materials segregation and weight limits.

APPENDIX V – PREVAILING WAGE

APPENDIX V - PREVAILING WAGE RATES

A schedule of current prevailing wage rates is included herein. Bidders are directed to the Department of Labor website at the link below to view and obtain the prevailing wage statute and related notices and required forms.

<http://www.ctdol.state.ct.us/wgwkstnd/bidpack.htm>

Project: Rentschler Field Parking And Traffic Circulation Improvements

Minimum Rates and Classifications
for Heavy/Highway Construction
H 13155

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: East Hartford

FAP Number:

State Number:

Project: Rentschler Field Parking And Traffic Circulation Improvements

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1) Boilermaker	\$33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	\$32.18	19.79
2) Carpenters, Piledrivermen	\$29.00	17.80
2a) Diver Tenders	\$29.00	17.80

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3) Divers	\$37.46	17.80
4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.), Spray	\$37.65	14.20
4a) Painters: Brush and Roller	\$28.17	14.55
4b) Painters: Spray Only	\$31.17	14.55
4c) Painters: Steel Only	\$30.17	14.55
4d) Painters: Blast and Spray	\$31.17	14.55
4e) Painters: Tanks, Tower and Swing	\$30.17	14.55
5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	\$35.40	19.51

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6) Ironworkers: (Ornamental, Reinforcing, Structural, and Precast Concrete Erection	\$32.75	25.08 + a
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7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9)	\$36.32	21.26
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---LABORERS---

8) Group 1: Laborer (Unskilled); Common or General	\$24.25	14.45
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9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen, air tool operator	\$24.50	14.45
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10) Group 3: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license)- Last updated 4/8/09	\$24.75	14.45
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11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block pavers and curb setters	\$24.75	14.45
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12) Group 5: Toxic waste workers (non-mechanical systems) - Last updated 4/8/09	\$26.25	14.45
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Project: Rentschler Field Parking And Traffic Circulation Improvements

13) Group 6: Blasters	\$26.00	14.45
Group 7: Asbestos Removal, non-mechanical systems (does not include leaded joint pipe) - Last updated 4/8/09	\$25.25	14.45
Group 8: Traffic control signalmen	\$16.00	14.45
----LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and Liner Plate Tunnels in Free Air.---- Last updated 4/5/09----		
13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men, Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable Tenders	\$28.58	14.45 + a
13b) Brakemen, Trackmen	\$27.75	14.45 + a
----CLEANING, CONCRETE AND CAULKING TUNNEL----Last updated 4/5/09----		
14) Concrete Workers, Form Movers, and Strippers	\$27.75	14.45 + a

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15) Form Erectors	\$28.03	14.45 + a
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----ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND
TUNNEL IN FREE AIR:----Last updated 4/5/09----

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	\$27.75	14.45 + a
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17) Laborers Topside, Cage Tenders, Bellman	\$27.65	14.45 + a
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18) Miners	\$28.58	14.45 + a
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----TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ----Last updated 4/5/09----

18a) Blaster	\$34.19	14.45 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	\$34.02	14.45 + a
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20) Change House Attendants, Powder Watchmen, Top on Iron Bolts	\$32.30	14.45 + a
21) Mucking Machine Operator	\$34.70	14.45 + a
----TRUCK DRIVERS----(*see note below)		
Two axle trucks	\$26.98	13.48 + a
Three axle trucks; two axle ready mix	\$27.08	13.48 + a
Three axle ready mix	\$27.13	13.48 + a
Four axle trucks, heavy duty trailer (up to 40 tons)	\$27.18	13.48 + a
Four axle ready-mix	\$27.23	13.48 + a

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Heavy duty trailer (40 tons and over)	\$27.43	13.48 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	\$27.23	13.48 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	\$34.05	17.75 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer). (Trade License Required)	\$33.73	17.75 + a
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Group 3: Excavator; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	\$32.99	17.75 + a
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Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper)	\$32.60	17.75 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	\$32.01	17.75 + a
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As of:

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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	\$32.01	17.75 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	\$31.70	17.75 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	\$31.36	17.75 + a
Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	\$30.96	17.75 + a
Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	\$30.53	17.75 + a
Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc.	\$28.49	17.75 + a
Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment.	\$28.49	17.75 + a
Group 12: Wellpoint Operator.	\$28.43	17.75 + a

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Group 13: Compressor Battery Operator.	\$27.85	17.75 + a
Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain).	\$26.71	17.75 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	\$26.30	17.75 + a
Group 16: Maintenance Engineer/Oiler	\$25.65	17.75 + a
Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	\$29.96	17.75 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	\$27.54	17.75 + a

****NOTE: SEE BELOW**

----LINE CONSTRUCTION----(Railroad Construction and Maintenance)----Last updated 4/17/09----

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Project: Rentschler Field Parking And Traffic Circulation Improvements

20) Lineman, Cable Splicer, Dynamite Man	\$35.65	10.70 + 6.25%
21) Heavy Equipment Operator	\$22.09	10.70 + 6.25%
22) Equipment Operator, Tractor Trailer Driver, Material Men	\$30.30	10.70 + 6.25%
23) Driver Groundmen	\$26.74	10.70 + 6.25%

---LINE CONSTRUCTION---Last updated 4/17/09---

24) Driver Groundmen	\$30.92	6.5% + 9.70
25) Groundmen	\$22.67	6.5% + 6.20
26) Heavy Equipment Operators	\$37.10	6.5% + 10.70

As of:

Monday, January 25, 2010

Project: Rentschler Field Parking And Traffic Circulation Improvements

27) Linemen, Cable Splicers, Dynamite Men	\$41.22	6.5% + 12.20
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28) Material Men, Tractor Trailer Drivers, Equipment Operators	\$35.04	6.5% + 10.45
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As of:

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Project: Rentschler Field Parking And Traffic Circulation Improvements

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work ~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

As of:

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Project: Rentschler Field Parking And Traffic Circulation Improvements

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of:

Monday, January 25, 2010

APPENDIX VI – LIST OF PERMITS

APPENDIX VI – LIST OF PERMITS

The following permits have been received for this project: The ACOE Section 404 Permit is included in its entirety. Approval letters for the other permits are also included.

Flood Management Certification
Inland Water Resources Section 401 Water Quality Certification and Diversion Permit
Inland Wetlands and Watercourses Permit
Army Corp of Engineers Section 404 Individual Wetlands Permit
General Permit Registration for Stormwater & Dewatering Wastewaters – Construction Activities

The successful bidder will assist OPM in obtaining the following permits:

CT DEP General Permit Registration for Contaminated Soil and/or Sediment Management (Staging and Transfer)
CT DEP General Permit Registration for Groundwater Remediation Wastewater Directly to Surface Water

DEPARTMENT OF THE ARMY PERMIT

Permittee Rentschler Field Development Corporation, LLC

Permit No. NAE-2007-2818

Issuing Office New England District

NOTE: The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

To place fill in, or otherwise disturb, 4.22 acres of Federal wetlands/waters in order to facilitate the planned buildout of a 7.8 million square feet mixed use development over a 15-20-year period at the 920-acre United Technologies Corporation campus (the "Rentschler Field" site). The 4.22 acres of impacts are as follows: 2.06 acres are to wetlands associated with Firemans Pond; 1.24 acres are to wetlands (primarily the eastern perimeter ditch) associated with the proposed Perimeter Road; and 0.92 acres are to ditches associated with the proposed new Stadium parking area.

This work is shown on the attached plans entitled "Rentschler Field Redevelopment" on 13 sheets (numbered 1 of 13 through 13 of 13), and variously dated and undated.

Project Location:

The work is proposed in wetlands/waters in the Pewterpot Brook watershed (tributary to the Connecticut River) at Silver Lane, East Hartford, Connecticut.

Permit Conditions:

General Conditions:

1. The time limit for completing the work authorized ends on DECEMBER 31, 2014. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least one month before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Special Conditions:

1. The permittee shall ensure that a copy of this permit is at the work site whenever work is being performed and that all personnel performing work at the site of the work authorized by this permit are fully aware of the terms and conditions of the permit. This permit, including its drawings and any appendices and other attachments, shall be made a part of any and all contracts and sub-contracts for work which affects areas of Corps of Engineers jurisdiction at the site of the work authorized by this permit. This shall be done by including the entire permit in the specifications for work.

(Special Conditions continued on Page 4)

Further Information:

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

() Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. 403).

(X) Section 404 of the Clean Water Act (33 U.S.C. 1344).

() Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1415).

2. Limits of this authorization.

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:

a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.

b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.

d. Design or construction deficiencies associated with the permitted work.

- e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
5. Reevaluation of Permit Decision. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
- a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. Extensions. General condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

Rentschler Field Development Company, LLC
By: TMG RF Management, LLC, Its Manager

By:

(PERMITTEE) Daniel S. Matos

12/1/2009
(DATE)

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

PH
J. McCarthy
(DISTRICT ENGINEER)

Philip T. Feir
Colonel, Corps of Engineers

11/5/09
(DATE)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

(TRANSFeree)

(DATE)

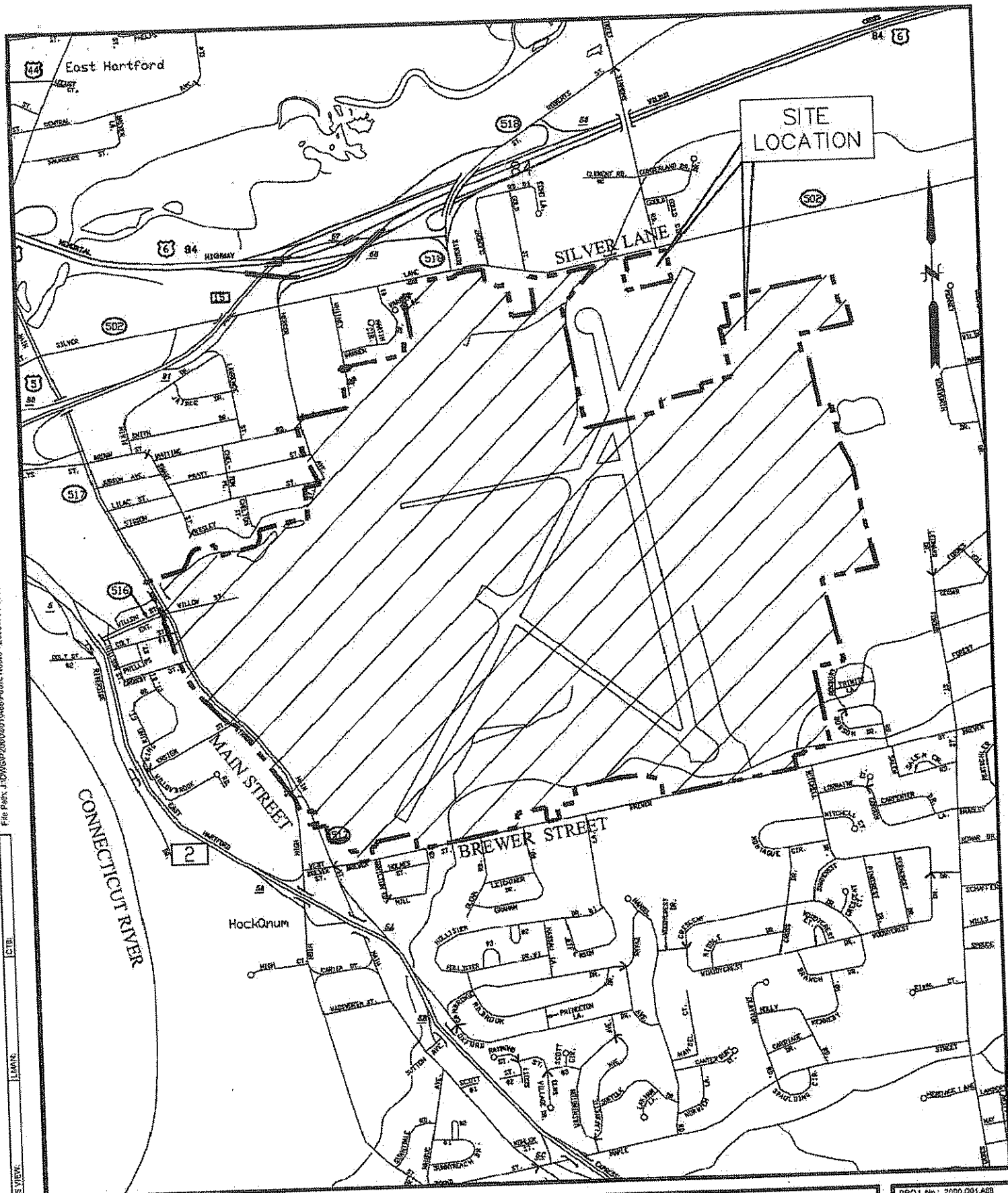
(Special Conditions continued from Page 2)

If the permit is issued after the construction specifications but before receipt of bids or quotes, the entire permit shall be included as an addendum to the specifications. If the permit is issued after receipt of bids or quotes, the entire permit shall be included in the contract or sub-contract as a change order. The term "entire permit" includes permit amendments. Although the permittee may assign various aspects of the work to different contractors or sub-contractors, all contractors and sub-contractors shall be obligated by contract to comply with all environmental protection provisions of the entire permit, and no contract or sub-contract shall require or allow unauthorized work in areas of Corps jurisdiction.

2. The permittee shall complete and return the enclosed Compliance Certification Form within one month following the completion of the authorized work.

3. Mitigation shall be implemented as described in "Army Corps of Engineers Mitigation Plan, Rentschler Field, East Hartford, Connecticut", prepared by Fuss & O'Neill consultants, and dated June 17, 2009.

4. Work within the 129.2-acre Conservation Easement area executed as a Special Condition of permit NAE-2006-3244 (the "Cabela's permit") is allowed only to the extent to accomplish the mitigation work described in "Army Corps of Engineers Mitigation Plan, Rentschler Field, East Hartford, Connecticut", prepared by Fuss & O'Neill consultants, and dated June 17, 2009.



SCALE:	
HORIZ: NTS	
VERT: NTS	
DATUM:	
HORIZ: NTS	
VERT: NTS	
GRAPHIC SCALE	



FUSS & O'NEILL
Disciplines to Deliver

146 HARTFORD RD MANCHESTER, CT 06040 860.646.2469

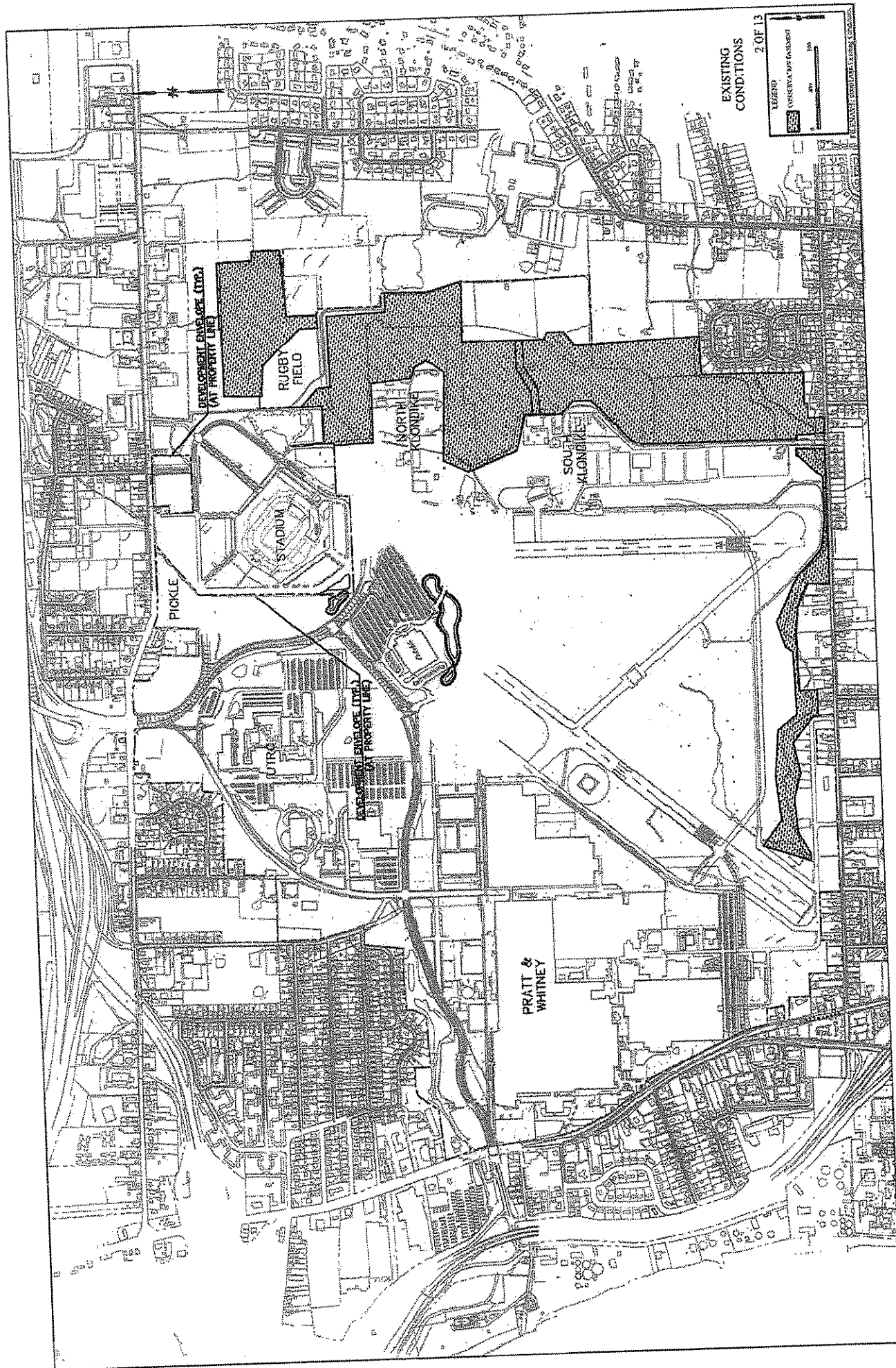
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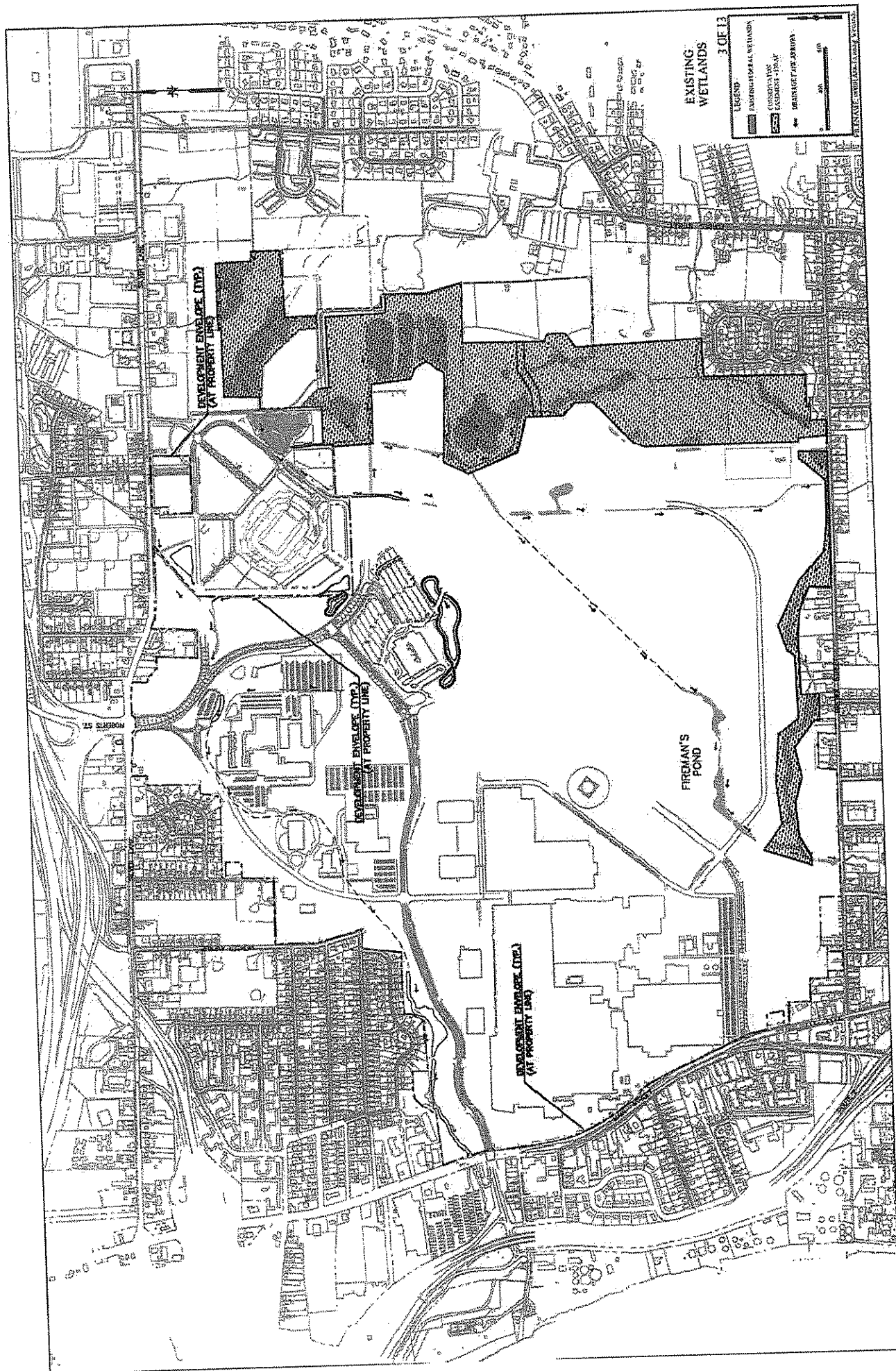
THE MATOS GROUP
SITE LOCATION MAP

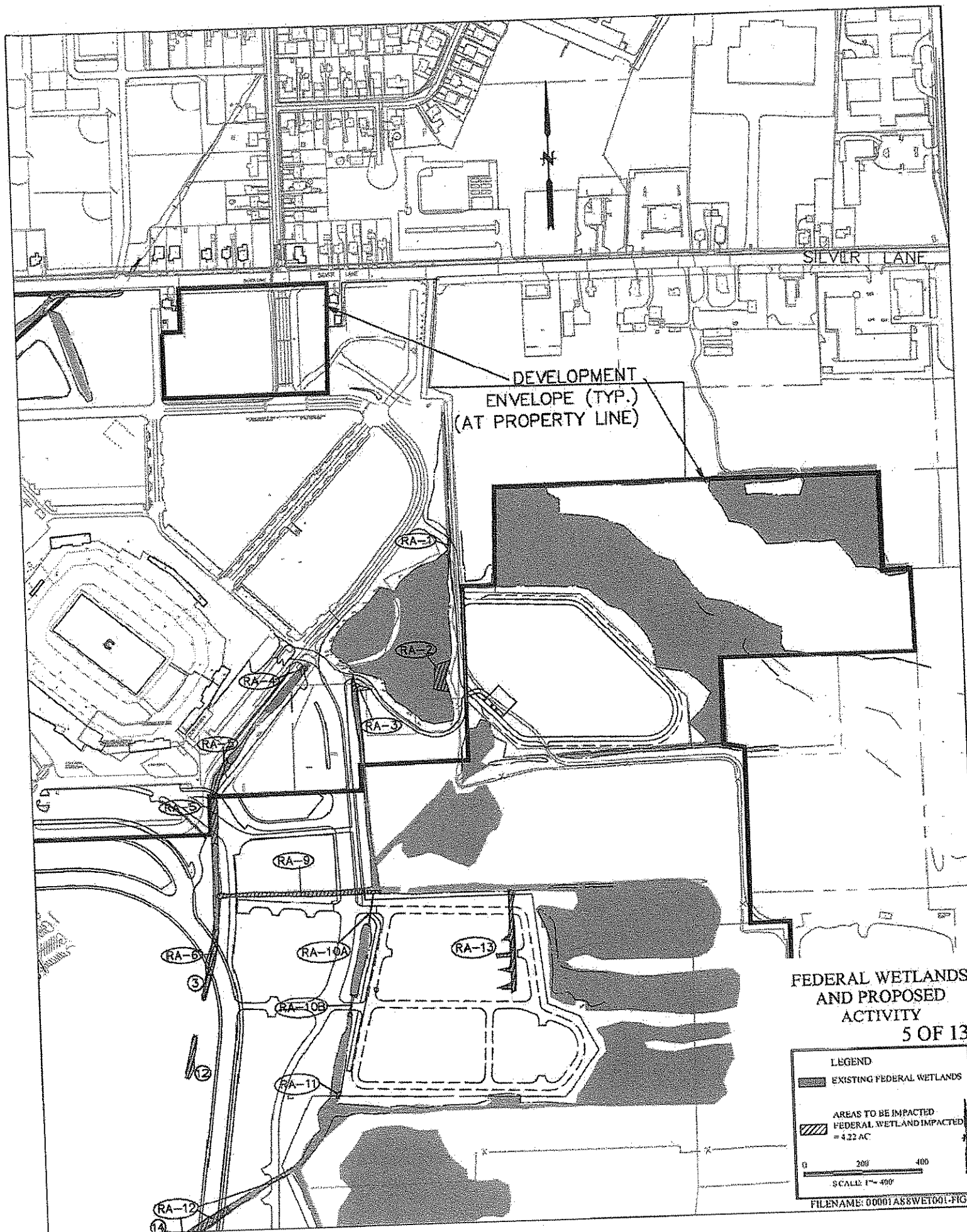
EAST HARTFORD

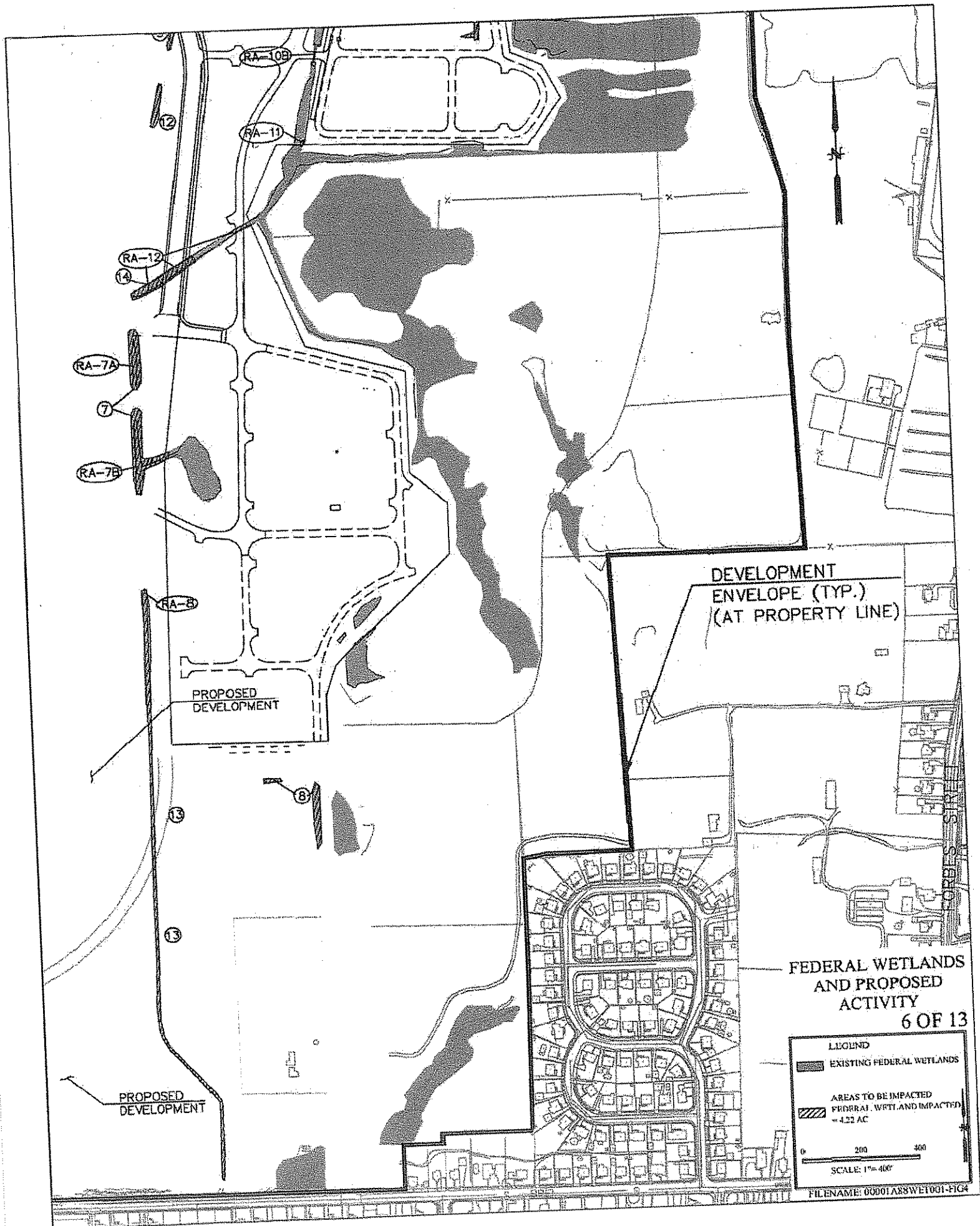
CONNECTICUT

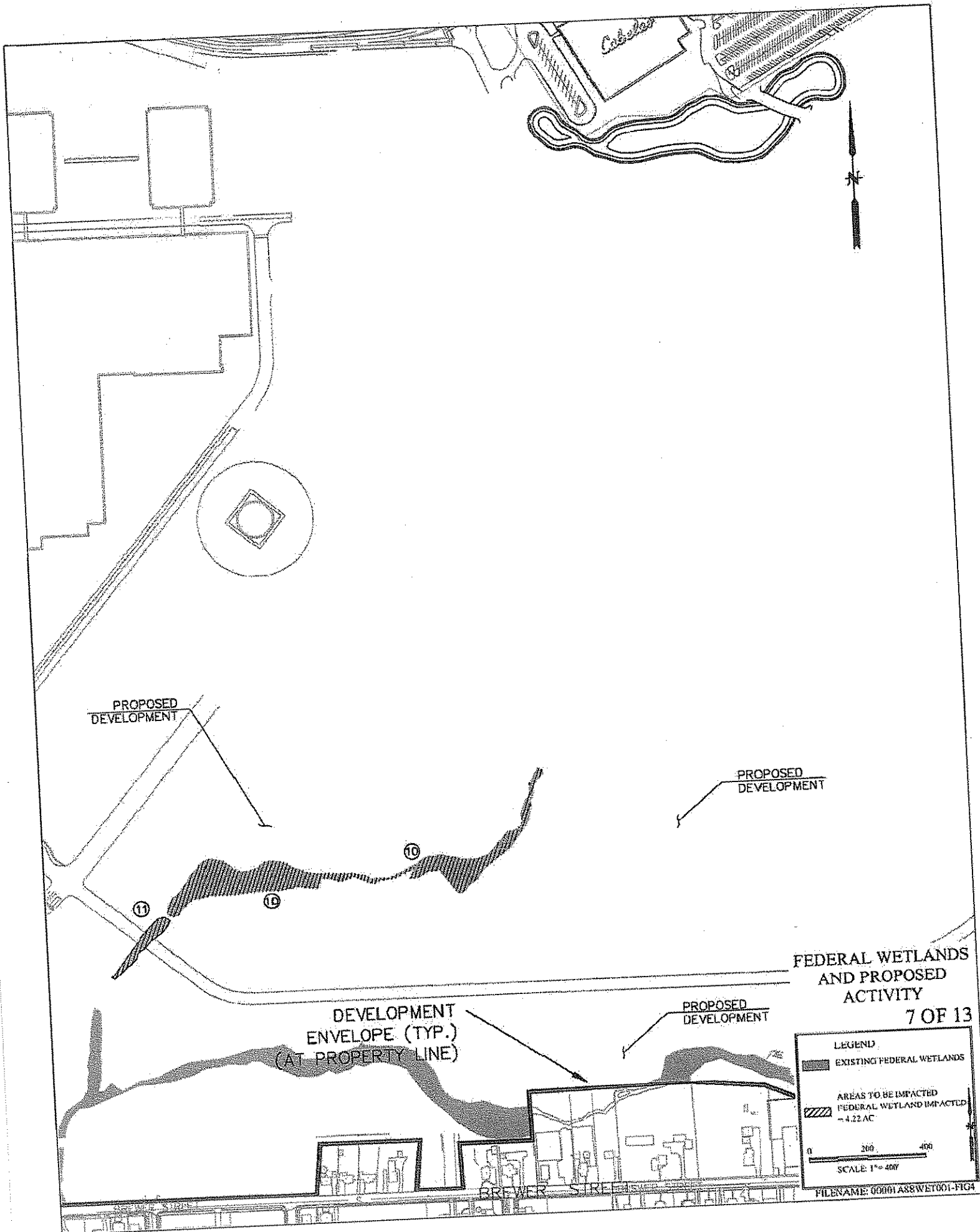
PROJ. No: 2009.001.ABS
DATE: JULY 2009

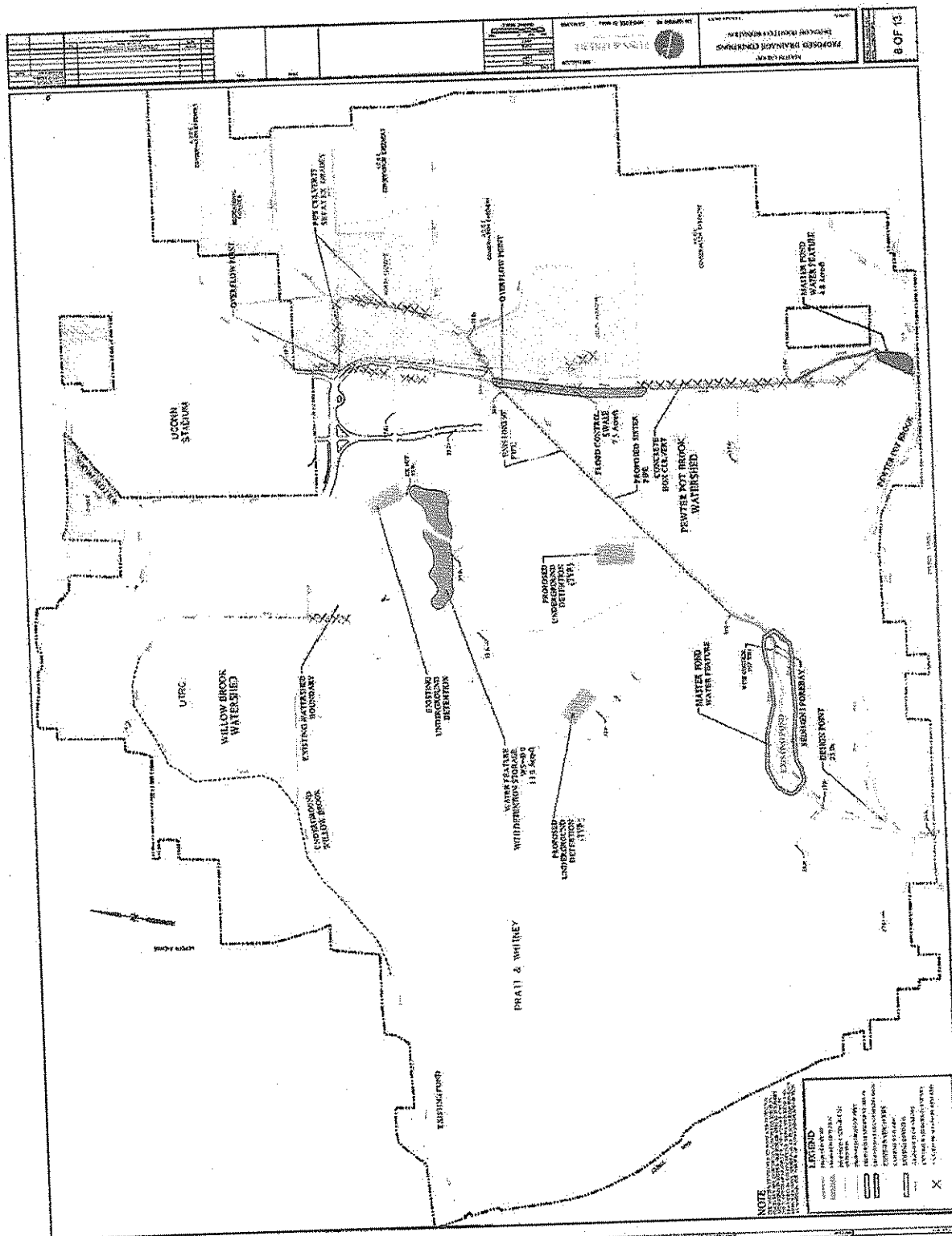


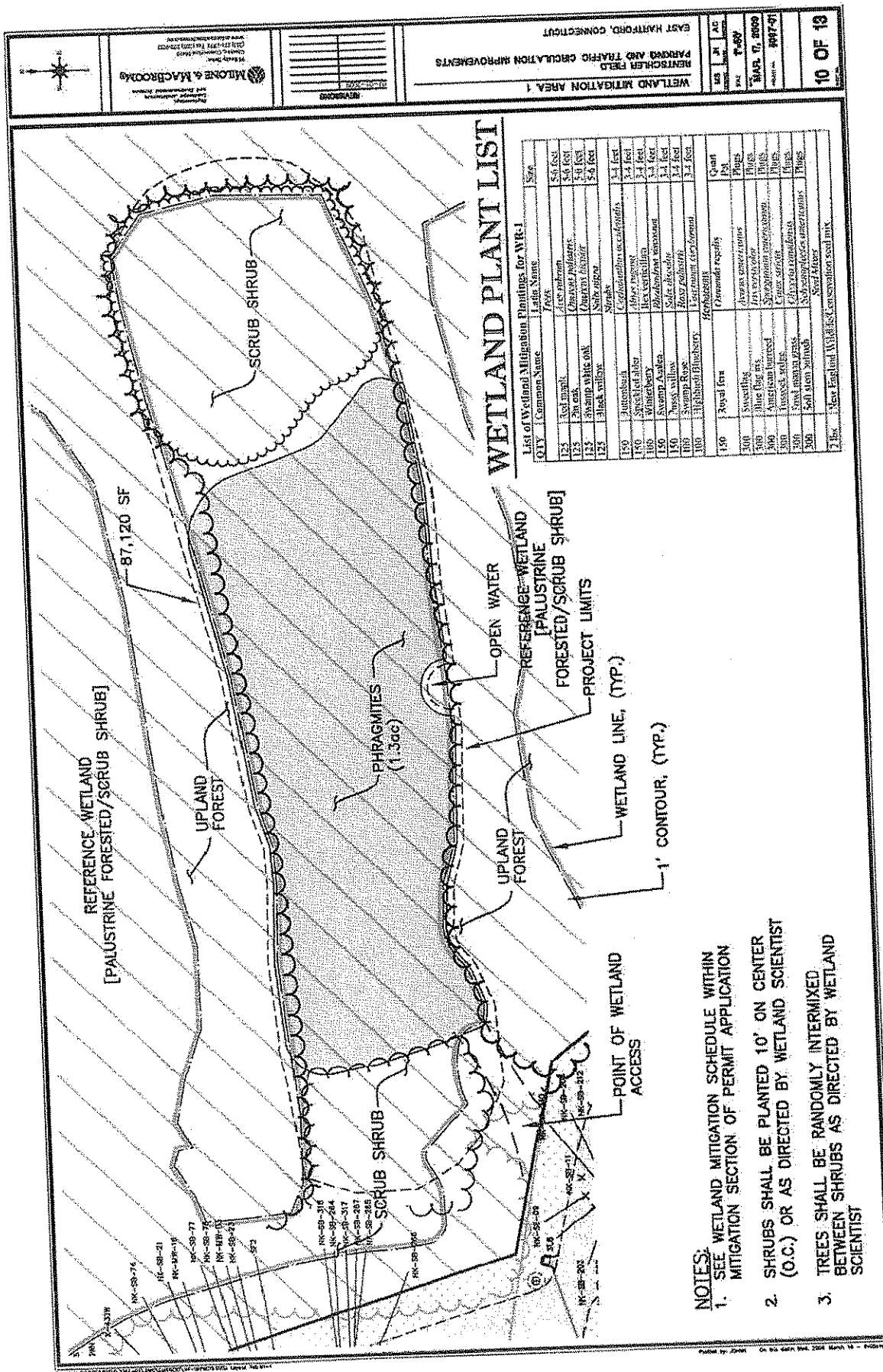












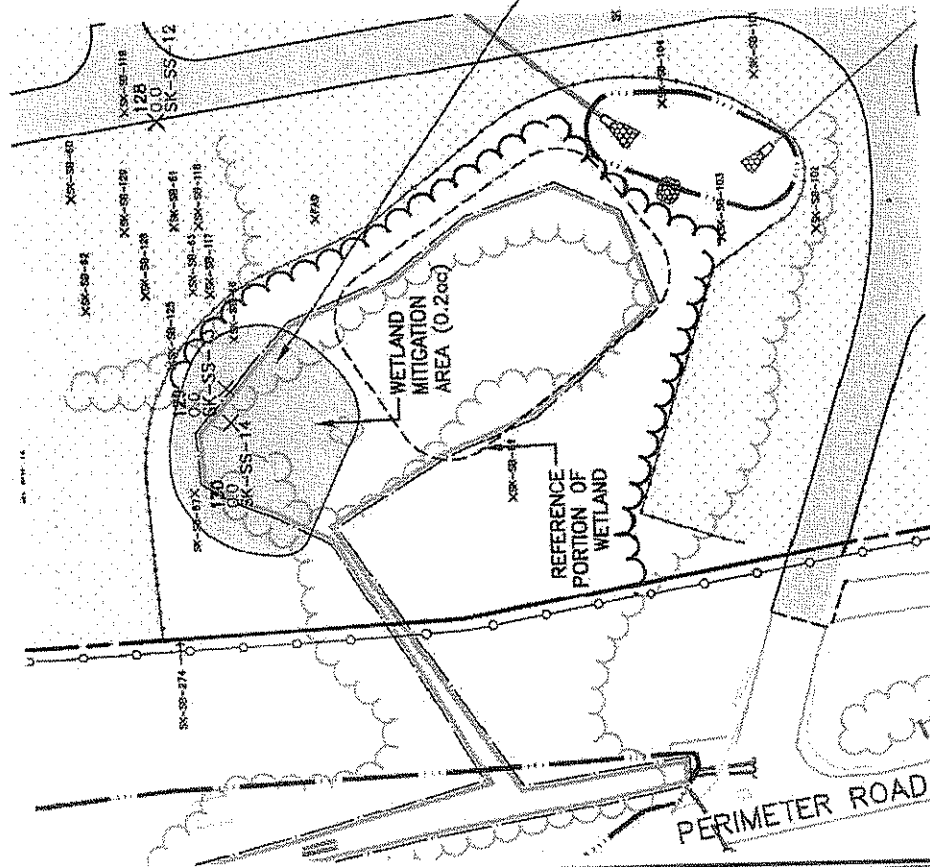


WETLAND PLANT LIST

QTY	Common Name	Latin Name	Size
5	Red maple	<i>Acer rubrum</i>	5-6 feet
5	Blue oak	<i>Quercus pallens</i>	5-6 feet
5	Swamp white oak	<i>Quercus bicolor</i>	5-6 feet
5	Black willow	<i>Salix nigra</i>	5-6 feet
20	Butternut	<i>Juglans nigra</i>	3-4 feet
20	Spotted alder	<i>Alnus rugosa</i>	3-4 feet
20	Swamp Alder	<i>Alnus incana</i>	3-4 feet
10	Prickly pear	<i>Cylindropuntia</i>	3-4 feet
10	Highland Blueberry	<i>Vaccinium corymbosum</i>	3-4 feet
150	Blue flag iris	<i>Iris versicolor</i>	Plugs
150	Arrowweed	<i>Sagittaria arifolia</i>	Plugs
150	Field pennycress	<i>Thlaspi arvense</i>	Plugs
150	Soft stem bulrush	<i>Scirpus atrovirens</i>	Plugs
3 lbs	New England Wildlife Conservation Seed Mix		
4 lbs	New England Stream Control for native sites		

CONSTRUCTION NOTES:

1. DEMOLISH AND REMOVE ALL STRUCTURES (E.G. CONCRETE RETAINING WALLS, PIERS, FOUNDATIONS, AND METAL STRUCTURES)
2. GRADE 2:1 SLOPE AT NORTH EDGE OF WETLAND
3. STABILIZE SLOPE WITH NEW ENGLAND WILDLIFE/CONSERVATION SEED MIX
4. PLANTING SHALL BE COMPLETED WHEN WETLAND IS DRY (LATE SEPT. - EARLY OCT.)
5. SHRUBS SHALL BE PLANTED 10' ON CENTER (O.C.) OR AS DIRECTED BY WETLAND SCIENTIST
6. TREES SHALL BE RANDOMLY INTERMIXED BETWEEN SHRUBS AS DIRECTED BY WETLAND SCIENTIST

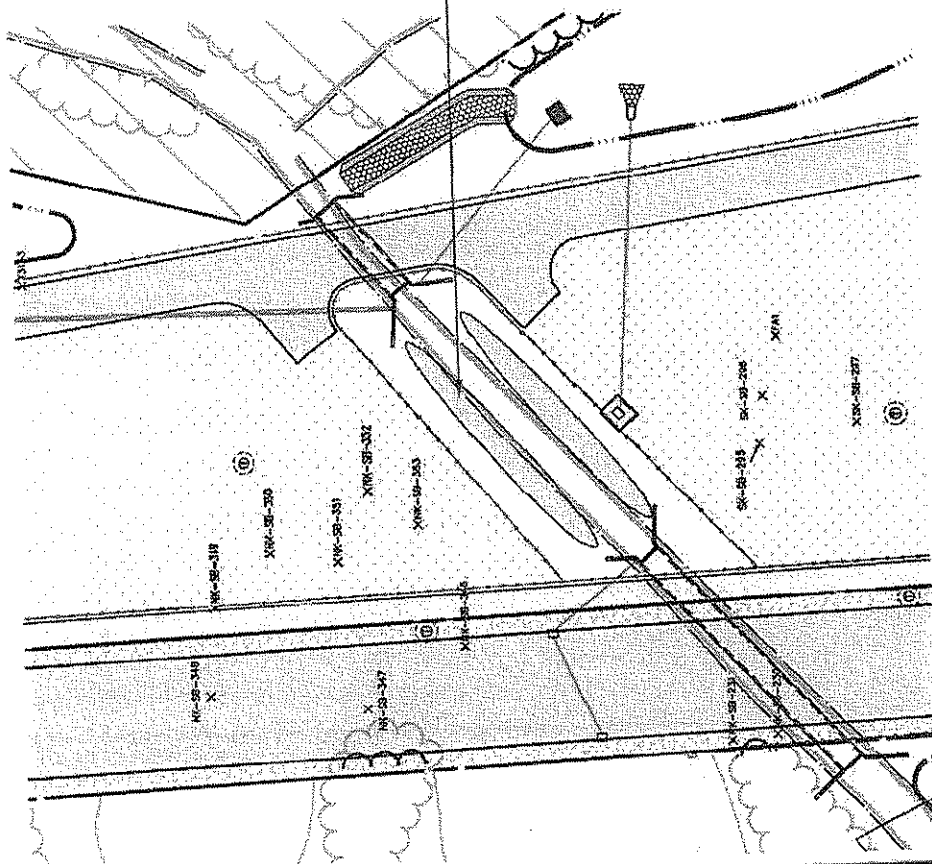


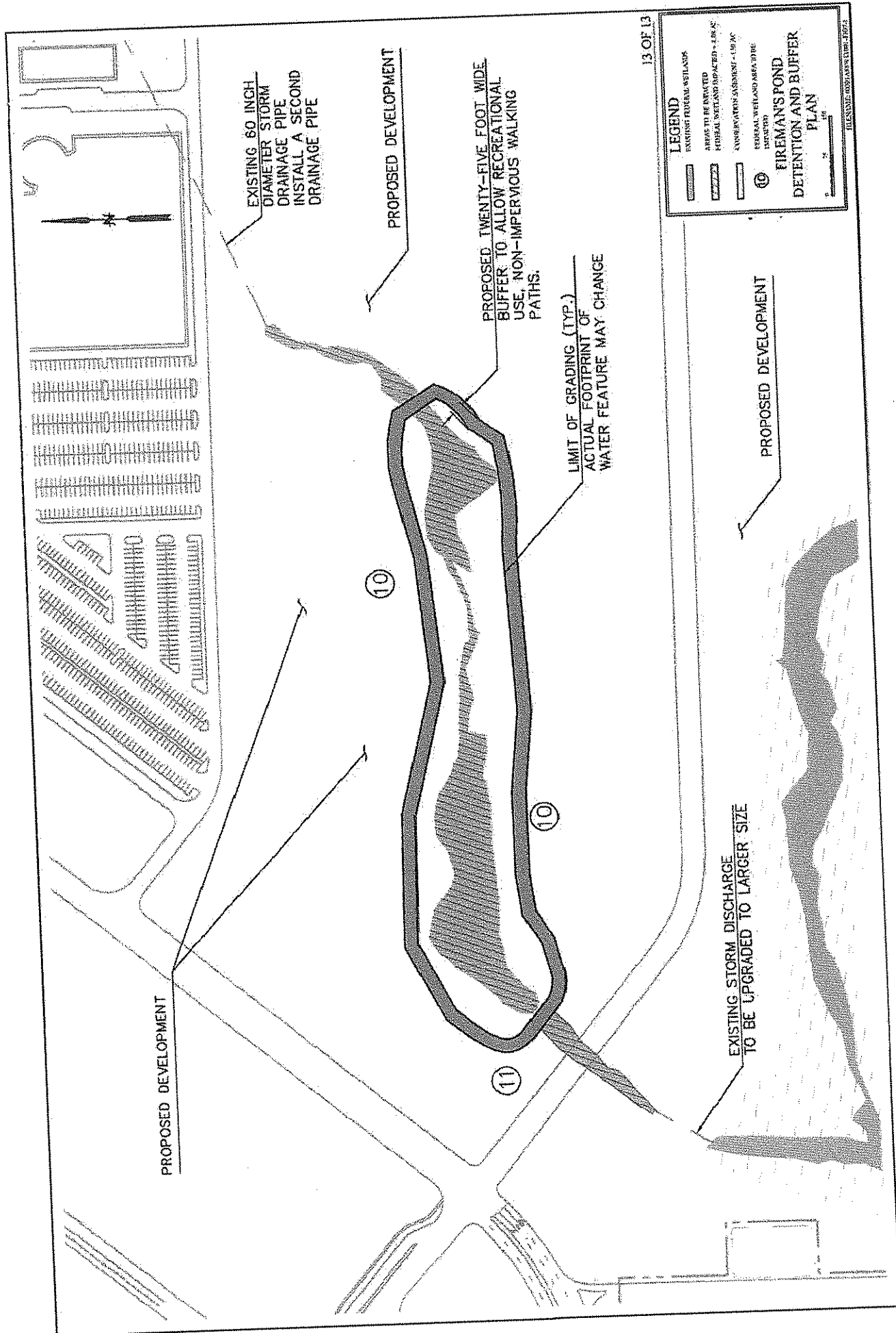
RIPARIAN ZONE PLANT LIST

QTY.	Common Name	Latin Name	Tree	Size
10	Red maple	<i>Acer rubrum</i>		3-6 feet
15	Sycamore	<i>Platanus occidentalis</i>		3-6 feet
15	Silver maple	<i>Acer negundo</i>		3-6 feet
10	Black willow	<i>Salix nigra</i>		3-6 feet
Shrubs:				
100	Silky dogwood	<i>Cornus amomum</i>		3-4 feet
100	Gray dogwood	<i>Cornus racemosa</i>		3-4 feet
100	Banberry	<i>Lonicera xylosteum</i>		3-4 feet
100	Inkberry	<i>Ilex glabra</i>		3-4 feet
Seed Mixes				
1	New England Wildlife Conservation Seed Mix			

NOTES:

- NOTES:**
1. ALL INVASIVE SPECIES SHALL BE REMOVED USING MECHANIZED EQUIPMENT AS DIRECTED BY THE SUPERVISING WETLAND SCIENTIST.
 2. PLANT CLEARED BANKS WITH NATIVE VEGETATION AS SPECIFIED IN THE PLANT LIST ABOVE.





ARMY CORPS OF ENGINEERS

MITIGATION PLAN

RENTSCHLER FIELD
East Hartford, Connecticut

June 17, 2009



FUSS & O'NEILL
Disciplines to Deliver

Fuss & O'Neill
146 Hartford Road
Manchester, CT 06040



DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
696 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

REPLY TO
ATTENTION OF

November 23, 2009

RECEIVED NOV 30 2009

Regulatory Division
CENAB-R-PEB
Permit Number: NAE-2007-2818

Daniel S. Matos
Rentschler Field Development Company, LLC
c/o The Matos Group
367 Silver Lane
East Hartford, Connecticut 06108

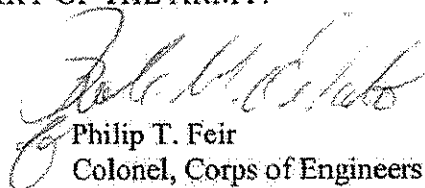
Dear Mr. Matos:

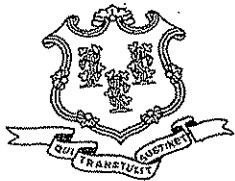
In response to your recent request, Department of the Army permit number NAE-2007-2818 is hereby amended to correct an error in the permittee name, to change the expiration date of the permit, and to clarify that certain work can take place within the boundaries of the 129.2-acre Conservation Easement (the "Conservation Easement Area") executed on March 9, 2007 as follows:

1. The permittee's name is hereby corrected to read "Rentschler Field Development Company, LLC" (not Rentschler Field Development Corporation, LLC).
2. The date of expiration of the permit set forth within General Condition #1 is December 31, 2029 (not December 31, 2014).
3. Special Condition #4 of the permit is expanded to also allow the following work to be accomplished within the Conservation Easement Area: replacement of existing culverts (Regulated Activity #10) within unnamed Pewterpot Brook Tributary; and demolition work shown on Sheet D-6 "Demolition and Clearing Plan" (sheet 16 of 84 in a set of drawings entitled "Rentschler Field Parking & Traffic Circulation Improvements" and dated March 17, 2009) as submitted within the document entitled "Supplemental Attachments - 401 Water Quality Certification, Inland Wetlands, and Flood Management Certification for Rentschler Field Parking and Traffic Circulation Improvements" dated January 30, 2009.

Except as otherwise set forth in this letter, the conditions of the originally-issued permit remain in full force and effect.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:


Philip T. Feir
Colonel, Corps of Engineers
District Engineer



STATE OF CONNECTICUT

DEPARTMENT OF ENVIRONMENTAL PROTECTION



Permittee: State of Connecticut Office of Policy and Management
Adriaen's Landing/Rentschler Field project Office
100 Columbus Boulevard
Hartford, CT 06103

Attn: Sheila Sullivan

Permit No: IW-200903066
Permit Type: Inland Wetlands and Watercourses
Town: East Hartford

The Commissioner of Environmental Protection has approved your applications to conduct certain regulated activities. Your attention is directed to the conditions of the enclosed permit or certificate. You should read the enclosed document carefully, as all construction or work must conform to that which is authorized.

If you have not already done so, you should contact your local inland wetlands agency and the U.S. Army Corps of Engineers to determine local and federal permit requirements on your project, if any. Write to the U.S. Army Corps of Engineers, New England District, Regulatory Branch, 696 Virginia Road, Concord, MA 01742-2751; or call 1-800-343-4789.

If you have any questions concerning this approval, please contact the Inland Water Resources Division at (860)424-3019.

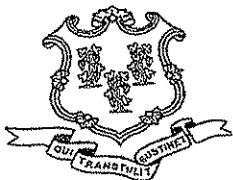
Sincerely,

A handwritten signature in cursive script, appearing to read "Denise Ruzicka".

Denise Ruzicka
Director
Inland Water Resources Division

COPIES FURNISHED TO:

All Parties	DEP Fisheries (P. Aarrasted)
Conservation Commission	DEP Wildlife (R. Jacobson)
Inland Wetlands Agency	DEP Permit Ombudsman
Planning & Zoning Commission	
U.S. Army Corps of Engineers, New England Division	
U.S. Environmental Protection Agency, Region 1	



STATE OF CONNECTICUT

DEPARTMENT OF ENVIRONMENTAL PROTECTION



INLAND WETLANDS AND WATERCOURSES PERMIT

Permittee: State of Connecticut Office of Policy and Management
Adriaen's Landing/Rentschler Field project Office
100 Columbus Boulevard
Hartford, CT 06103

Attn: Sheila Sullivan

Permit No: IW-200903066
Permit Type: Inland Wetlands and Watercourses
Town: East Hartford

Pursuant to Connecticut General Statutes Section 22a-39 the Commissioner of Environmental Protection hereby grants a permit to the Office of Policy and Management (the "permittee") to conduct activities within inland wetlands and watercourses in the Town of East Hartford in accordance with its application and plans which are part thereof filed with this Department on August 20, 2009 signed by Robert L. Genuario. The purpose of said activities is to construct additional parking areas for the UCONN Rentschler Field Stadium (the "site").

AUTHORIZED ACTIVITY

Specifically, the permittee is authorized to fill 1.01 acres of inland wetlands/watercourse in accordance with said application and plans entitled "Rentschler Field Parking & Traffic Circulation Improvements, East Hartford, Connecticut, State of Connecticut, Office of Policy and Management", Sheets No. 1 through 84, dated March 17, 2009.

This authorization constitutes the permits and approvals required by Section 22a-39 of the Connecticut General Statutes and is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected hereby.

PERMITTEE'S FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS PERMIT SHALL SUBJECT PERMITTEE AND PERMITTEE'S CONTRACTOR(S) TO ENFORCEMENT ACTIONS AND PENALTIES AS PROVIDED BY LAW.

This authorization is subject to the following conditions:

(Printed on Recycled Paper)
79 Elm Street • Hartford, CT 06106-5127
www.ct.gov/dep
An Equal Opportunity Employer

PERMIT IW-200903066
State of Connecticut Office of Policy and Management
Rentschler Field

SPECIAL CONDITIONS

None

GENERAL CONDITIONS

1. **Initiation and Completion of Work.** At least five (5) days prior to starting any construction activity at the site, the permittee shall notify the Commissioner of Environmental Protection (the "Commissioner"), in writing, as to the date activity will start, and no later than five (5) days after completing such activity, notify the Commissioner, in writing, that the activity has been completed.

2. **Expiration of Permit.** If the activities authorized herein are not completed by five years after the date of this permit, said activity shall cease and, if not previously revoked, this permit shall be null and void. Any application to renew or reissue this permit shall be filed in accordance with Sections 22a-6j and 22a-39 of the General Statutes and Section 22a-3a-5(c) of the regulations of Connecticut State Agencies. In order to be considered timely, any such application must be filed at least 120 days prior to the expiration date of this permit.

3. **Compliance with Permit.** All work and all activities authorized herein conducted by the permittee at the site shall be consistent with the terms and conditions of this permit. Any regulated activities carried out at the site, including but not limited to, construction of any structure, excavation, fill, obstruction, or encroachment, that are not specifically identified and authorized herein shall constitute a violation of this permit and may result in its modification, suspension, or revocation. In constructing or maintaining the activities authorized herein, the permittee shall not store, deposit or place equipment or material including without limitation, fill, construction materials, or debris in any wetland or watercourse on or off site unless specifically authorized by this permit. Upon initiation of the activities authorized herein, the permittee thereby accepts and agrees to comply with the terms and conditions of this permit.

4. **Transfer of Permit.** This authorization is not transferable without the written consent of the Commissioner.

5. **Reliance on Application.** In evaluating the permittee's application, the Commissioner has relied on information provided by the permittee. If such information subsequently proves to be false, deceptive, incomplete or inaccurate, this permit may be modified, suspended or revoked.

6. **Best Management Practices.** In constructing or maintaining the activities authorized herein, the permittee shall employ best management practices, consistent with the terms and conditions of this permit, to control storm water discharges and erosion and sedimentation and to prevent pollution. Such practices to be implemented by the permittee at the site include, but are not necessarily limited to:

- a. Prohibiting dumping of any quantity of oil, chemicals or other deleterious material on the ground;
- b. Immediately informing the Commissioner's Oil and Chemical Spill Section at 424-3338 of any adverse impact or hazard to the environment, including any discharges, spillage or loss of oil or petroleum or chemical liquids or solids, which occurs or is likely to occur as the direct or indirect result of the activities authorized herein;

PERMIT IW-200903066

State of Connecticut Office of Policy and Management
Rentschler Field

- c. Separating staging areas at the site from the regulated areas by silt fences or haybales at all times.
- d. Prohibiting storage of any fuel and refueling of equipment within 25 feet from any wetland or watercourse.
- e. Preventing pollution of wetlands and watercourses in accordance with the document "Connecticut Guidelines for Soil Erosion and Sediment Control" as revised. Said controls shall be inspected by the permittee for deficiencies at least once per week and immediately after each rainfall and at least daily during prolonged rainfall. The permittee shall correct any such deficiencies within forty eight (48) hours of said deficiencies being found.
- f. Stabilizing disturbed soils in a timely fashion to minimize erosion. If a grading operation at the site will be suspended for a period of thirty (30) or more consecutive days, the permittee shall, within the first seven (7) days of that suspension period, accomplish seeding and mulching or take such other appropriate measures to stabilize the soil involved in such grading operation. Within seven (7) days after establishing final grade in any grading operation at the site the permittee shall seed and mulch the soil involved in such grading operation or take such other appropriate measures to stabilize such soil until seeding and mulching can be accomplished.
- g. Prohibiting the storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood. Any other material or equipment stored at the site below said elevation by the permittee or the permittee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.
- h. Immediately informing the Commissioner's Inland Water Resources Division (IWRD) of the occurrence of pollution or other environmental damage resulting from construction or maintenance of the authorized activity or any construction associated therewith in violation of this permit. The permittee shall, no later than 48 hours after the permittee learns of a violation of this permit, report same in writing to the Commissioner. Such report shall contain the following information:
 - (i) the provision(s) of this permit that has been violated;
 - (ii) the date and time the violation(s) was first observed and by whom;
 - (iii) the cause of the violation(s), if known;
 - (iv) if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and time(s) it was corrected;
 - (v) if the violation(s) has not ceased, the anticipated date when it will be corrected;

PERMIT IW-200903066

State of Connecticut Office of Policy and Management
Rentschler Field

- (vi) steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented;
- (vii) the signatures of the permittee and of the individual(s) responsible for actually preparing such report, each of whom shall certify said report in accordance with section 9 of this permit.

For information and technical assistance, contact the Department of Environmental Protection's Inland Water Resources Division at (860)424-3019.

7. Contractor Liability. The permittee shall give a copy of this permit to the contractor(s) who will be carrying out the activities authorized herein prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The permittee's contractor(s) shall conduct all operations at the site in full compliance with this permit and, to the extent provided by law, may be held liable for any violation of the terms and conditions of this permit.

8. Monitoring and Reports to the Commissioner. The permittee shall record all actions taken pursuant to Condition Number 6(e) of this permit and shall, on a monthly basis, submit a report of such actions to the Commissioner. This report shall indicate compliance or noncompliance with this permit for all aspects of the project which is the subject of this permit. The report shall be signed by the environmental inspector assigned to the site by the permittee and shall be certified in accordance with Condition Number 9 below. Such monthly report shall be submitted to the Commissioner no later than the 15th of the month subsequent to the month being reported. The permittee shall submit such reports until the subject project is completed.

9. Certification of Documents. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by the permittee, a responsible corporate officer of the permittee, a general partner of the permittee, or a duly authorized representative of the permittee and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachments may be punishable as a criminal offense in accordance with Section 22a-6 under Section 53a-157b of the Connecticut General Statutes."

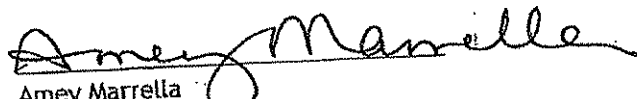
10. Submission of Documents. The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. Except as otherwise specified in this permit, the word "day" as used in this permit means the calendar day. Any document or action which falls on a Saturday, Sunday, or legal holiday shall be submitted or performed by the next business day thereafter.

Any document or notice required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to:

PERMIT IW-200903066
State of Connecticut Office of Policy and Management
Rentschler Field

Director
DEP/Inland Water Resources Division
79 Elm Street, 3rd Floor
Hartford, Connecticut, 06106-5127

Issued by the Commissioner of Environmental Protection on: *October 15, 2009.*


Amey Marrella
Commissioner



STATE OF CONNECTICUT

DEPARTMENT OF ENVIRONMENTAL PROTECTION



WATER DIVERSION PERMIT WATER QUALITY CERTIFICATION

Permittee: Rentschler Field Development Company, LLC
C/O The Matos Group
367 Silver Lane
East Hartford, CT 06108

Attn: Daniel S. Matos

Permit No.: DIV-200800994 WQC-200800995
Permit Type: Water Diversion Section 401 Water Quality Certification
Town: East Hartford
Project: Rentschler Field Development

Pursuant to Connecticut General Statutes Section 22a-368 the Commissioner of Environmental Protection hereby grants to the Rentschler Field Development Company, LLC (the "permittee") a permit to divert waters of the state in the Town of East Hartford and a water quality certification pursuant to Section 401(a)(1) of the Federal Clean Water Act (the "Act") for activities, including but not limited to the construction or operation of facilities, which may result in any discharge into the waters of the state in accordance with its application and plans which are part thereof filed with this Department on April 2, 2008 signed by Daniel S. Matos, dated April 2, 2008 and revised through July 29, 2009. The purpose of said activities is to facilitate construction of the Rentschler Field Development project ("the site").

AUTHORIZED ACTIVITY

Specifically, the permittee is authorized to discharge material(s) into 4.5 acres of wetlands/waters incidental to the construction of Rentschler Field Development and to divert the waters of the state in accordance with said application and plans which are part thereof entitled:

"RENTSCHLER FIELD EAST HARTFORD CONNECTICUT, DEPARTMENT OF ENVIRONMENTAL PROTECTION", dated June 12, 2009, revised through July 29, 2009, prepared for Rentschler Field Development Company, LLC, prepared by Fuss & O'Neill, Manchester, Connecticut; (consisting of Sheets Nos. G-001, Fig. 1 through Fig. 6),

Sheet No. G-001, Cover Sheet, dated 7/29/09;
Sheet No. Fig. 1, Existing Conditions, dated 6/12/09, revised through 7/01/09;
Sheet No. Fig. 2, Existing Wetlands, dated 6/12/09, revised through 7/29/09;
Sheet No. Fig. 3, Proposed Conditions, dated 6/12/09, revised through 7/29/09;
Sheet No. Fig. 4, Index Plan, dated 3/17/09;
Sheet No. Fig. 5, Proposed Drainage Conditions, dated 6/12/09, revised through 7/29/09; and
Sheet No. Fig. 6, Mitigation Overview Plan, dated 6/12/09, revised through 7/29/09.

Rentschler Field Development Company, LLC
DIV-200900994 WQC-200900995
East Hartford

Page 2 of 5

"RENTSCHLER FIELD MASTER GRADING & DRAINAGE PLAN, EAST HARTFORD, CONNECTICUT", dated March 30, 2006, revised through January 21, 2008, prepared by Fuss & O'Neill, Manchester, CT; (consisting of Sheets Nos. 1 through 13);

Sheet No. 1 Cover Sheet, dated March 30, 2006, revised through January 21, 2008;
Sheet No. 2 Index Plan, dated January 2008;
Sheet No. 3. Existing Watersheds & Contours Plan, dated January 2008;
Sheet No. 4 Ground Water Contour Plan, dated;
Sheet No. 5 Overall Drainage Improvements, dated January 2008;
Sheet Nos. 6-9 Drainage Plan, dated January 2008; and
Sheet Nos. 10-13 Grading Plan, dated January 2008.

PERMITTEE'S FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS PERMIT SHALL SUBJECT PERMITTEE AND PERMITTEE'S CONTRACTOR(S) TO ENFORCEMENT ACTIONS AND PENALTIES AS PROVIDED BY LAW.

This authorization is subject to the following conditions:

SPECIAL CONDITIONS

1. The permittee shall implement all provisions of the mitigation plan entitled CONNECTICUT DEPARTMENT OF ENVIRONMENTAL PROTECTION, MITIGATION PLAN, RENTSCHLER FIELD, East Hartford, Connecticut, dated July 24, 2009, prepared by Fuss & O'Neill, Manchester, CT no later than (2 years from the date of permit issuance.) The permittee(s) shall be responsible for all work conducted under this permit.
2. All activities and phases of development proposed under the Master Grading and Drainage Plan requires the approval of the Commissioner prior to undertaking the activity. The permittee(s) shall provide the following plans and documentation to the department for review and approval at least 90 days prior to construction:
 - A) Full-scale construction drawings/plans and hydraulic calculations signed and sealed by a Professional Engineer and other documentation as appropriate to fully and clearly describe the design of the proposed facilities or other activities and the hydrologic and hydraulic effects thereof.
 - B) Computations and plans for all storm drainage systems including outlet protection and water quality components.
 - C) Each individual pad site as well as initial roadway work including culverts/bridges and stormwater facilities must be designed in compliance with the requirements of Section 25-68d(b) of the Connecticut General Statutes (CGS) and Section 25-68h-1 through 25-68h-3 of the Regulations of Connecticut State Agencies (RCSA).
 - D) Detention/retention facilities must be constructed and operational prior to any development which increases peak flow rates.

Rentschler Field Development Company, LLC
DIV-200900994 WQC-200900995
East Hartford

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- E) As the Master Drainage Plan evolves and the site is developed, the Watershed Model must be adjusted to reflect specific site conditions. The Rentschler Field Development Company is responsible to continually update the plan and model so that all development is consistent with floodplain and stormwater management requirements.
- F) All approved activities must be incorporated sequentially into the Master Drainage Plan, thereby, providing new conditions for future analysis. Each new activity of phase of activity must evaluate the hydrologic and hydraulic impacts for both the proposed and existing conditions at the time the application is prepared which include previous development. The permittee must demonstrate the proposal will not cause an adverse increase to the peak flow rate, the timing of runoff and the volume of runoff for each pad site development.
- G) All proposed activities within a FEMA flood zone must comply with the Flood Management standards as listed in #2 above. In addition, the Attachment I- Flood Contingency Plan must be submitted to the Department of Environmental Protection Inland Water Recourses Division prior to the commencement of any activity within or affecting a FEMA flood zone.
- H) Appropriate Erosion and Sedimentation controls and Water Quality Measures must be provided with all new activity or phase of activity for proposed development.

GENERAL CONDITIONS

1. The permittee shall notify the Commissioner in writing two weeks prior to: (A) commencing construction or modification of structures or facilities authorized herein; and (B) initiating the diversion authorized herein.
2. The permittee may not make any alterations, except de minimis alterations, to any structure, facility, or activity authorized by this permit unless the permittee apply for and receive a modification of this permit in accordance with the provisions of section 22a-377(c)-2 of the Regulations of Connecticut State Agencies. Except as authorized by subdivision (5) of section 22a-377(b)-1(a) of the Regulations of Connecticut State Agencies, the permittee may not make any de minimis alterations to any structure, facility, or activity authorized by this permit without written permission from the Commissioner. A de minimis alteration means an alteration which does not significantly increase the quantity of water diverted or significantly change the capacity to divert water.
3. All structures, facilities, or activities constructed, maintained, or conducted pursuant hereto shall be consistent with the terms and conditions of this permit, and any structure, facility or activity not specifically authorized by this permit, or exempted pursuant to section 22a-377 of the General Statutes or section 22a-377(b)-1 of the Regulations of Connecticut State Agencies, shall constitute a violation hereof which may result in modification, revocation or suspension of this permit or in the institution of other legal proceedings to enforce its terms and conditions.
4. Unless the permittee maintains in optimal condition any structures or facilities authorized by this permit, the permittee shall remove such structures and facilities and restore the affected waters to their condition prior to construction of such structures or facilities.

Rentschler Field Development Company, LLC
DIV-200900994 WQC-200900995
East Hartford

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5. In issuing this permit, the Commissioner has relied on information provided by the permittee. If such information was false, incomplete, or misleading, this permit may be modified, suspended or revoked and the permittee may be subject to any other remedies or penalties provided by law.
6. If construction of any structures or facilities authorized herein is not completed within three years of issuance of this permit or within such other time as may be provided by this permit, or if any activity authorized herein is not commenced within three years of issuance of this permit or within such other time as may be provided by this permit, this permit shall expire three years after issuance or at the end of such other time.
7. This permit is subject to and does not derogate any rights or powers of the State of Connecticut, conveys no property rights or exclusive privileges, and is subject to all public and private rights and to all applicable federal, state, and local law. In constructing or maintaining any structure or facility or conducting any activity authorized herein, the permittee may not cause pollution, impairment, or destruction of the air, water, or other natural resources of this State. The issuance of this permit shall not create any presumption that this permit should be renewed.
8. In constructing or maintaining any structure or facility or conducting any activity authorized herein, or in removing any such structure or facility under paragraph 4 hereof, the permittee shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. The permittee shall immediately inform the Commissioner of any adverse impact or hazard to the environment which occurs or is likely to occur as the direct result of the construction, maintenance, or conduct of structures, facilities, or activities authorized herein.
9. This permit is not transferable without the prior written consent of the Commissioner.
10. **Expiration of Permit.** The Connecticut Water Diversion Policy Act permit (DIV-200800994) shall expire on October 15, 2029. The Section 401 Water Quality Certification (WQC-200800995) shall expire with the expiration of the Section 404 permit issued by the U.S. Army Corps of Engineers for the same activity.
11. **Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by the permittee, a responsible corporate officer of the permittee, a general partner of the permittee, or the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments and certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief, and I understand that any false statement made in this document or its attachment may be punishable as a criminal offense in accordance with Section 22a-376 under 53a-157 of the Connecticut General Statutes."

Rentschler Field Development Company, LLC
DIV-200900994 WQC-200900995
East Hartford

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12. **Submission of Documents.** Any document or notice required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to:

Director
Department of Environmental Protection
Bureau of Water Management
Inland Water Resources Division
79 Elm Street
Hartford, CT 06106-5127

The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval on any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" as used in this permit means any calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.

This authorization constitutes the permit required by section 22a-368(b) of the Connecticut General Statutes.

Issued as a permit of the Commissioner of Environmental Protection on October 23, 2009.


Amey Marrella
Commissioner



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 Elm Street
Hartford, CT 06106-5127
www.ct.gov/dep

STATE OF CONNECTICUT, OFFICE OF POLICY AND MANAGEMENT
PHILLIP MCLELLAN
100 COLUMBUS BLVD - SUITE 501
HARTFORD, CT 06103-2819

12/21/2009

Dear Permittee:

Enclosed is a certificate of registration for the general permit recently issued to you by our office.

This certificate will serve two purposes. First, this is a way for us to acknowledge to you that your registration has been processed. Second, it is a way for our inspection staff to know that you have the appropriate permit for your discharges.

The expiration date noted is the expiration date for all discharges registered for this permit. A mass mailing will be done nine months prior to the expiration of this permit to notify you of this date together with instructions on how to file for a permit renewal.

When corresponding with our office regarding your registration please use the "Site No." and the "Permit No." on the certificate. These numbers are unique to your discharge and its location.

If you have any questions regarding general permits for wastewater discharges please feel free to call 860-424-3018 and ask for the Engineer of the Day.

Enclosure



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION
79 Elm Street
Hartford, CT 06106-5127
www.ct.gov/dep

Certificate of Registration

Issued To

STATE OF CONNECTICUT, OFFICE OF POLICY
AND MANAGEMENT

For

Stormwater Registration - Construction Activities >10 Acres

General Permit

Gina McCarthy
Commissioner

Facility Information:

THE STADIUM AT RENTSCHLER FIELD
615 SILVER LN
EAST HARTFORD, CT 06118-1257

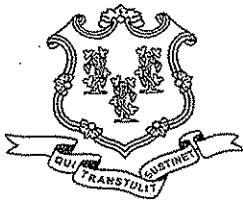
Permit No: GSN002044

Application No: 200903727

Issue Date: 12/21/2009

Expiration Date: 4/1/2010

Water Location No: 43 - 288



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION

July 21, 2009



State of Connecticut
Office of Policy and Management
100 Columbus Boulevard
Suite 501
Hartford, CT 06103
Attn: Mr. Michael Cicchetti

RE: FM-200901800
Renstchler Field Parking and Traffic Improvements
East Hartford

Dear Mr. Cicchetti:

The Inland Water Resources Division of the Department of Environmental Protection has reviewed the flood management certification prepared by Anthony Ciriello and Matthew Sanford of Milone and MacBroom and signed by Michael Cicchetti of the State Office of Policy and Management. The certification document dated February 20, 2009 states that the proposed activity has been designed in compliance with the requirements of Section 25-68d(b) of the Connecticut General Statutes (CGS) and Section 25-68h-1 through 25-68h-3 of the Regulations of Connecticut State Agencies (RCSA).

The project consists of parking and traffic circulation improvements as shown on plans entitled "Renstchler Field Parking and Traffic Circulation Improvements, East Hartford, Connecticut" dated March 17, 2009. A portion of the project is located within the FEMA flood zone of Willow Brook.

The above referenced certification is hereby approved with the following condition:

1. No work shall commence prior to receipt of other required state permits, specifically, the Inland Water Recourses 401 Water Quality Certification and Diversion Permit.

No revisions or alterations to the approved plans are allowed without first obtaining written approval from this Division of such alterations. If there are any questions, contact Sharon Yurasevecz of the Inland Water Resources Division at 860-424-3019.

Sincerely,

Denise Ruzicka

Director

Inland Water Resources Division

cc: Robert Gilmore, DEP
Sheila Sullivan, OPM
Matthew Sanford, Milone and MacBroom
Anthony Ciriello, Milone and MacBroom

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APPENDIX VII – PLANS AND SPECIFICATIONS

APPENDIX VII – PLANS AND SPECIFICATIONS

The following documents constitute the Plans and Specifications for this project:

1. Technical Specifications – 90 pages, entitled "PARKING AND TRAFFIC CIRCULATION IMPROVEMENTS AT RENTSCHLER FIELD, East Hartford, Connecticut, MMI #3097-01, TECHNICAL SPECIFICATIONS" dated January 15, 2010.
2. Project Plans prepared by Milone & MacBroom, Inc. entitled "Rentschler Field Parking & Traffic Circulation Improvements, East Hartford, Connecticut, State of Connecticut, Office of Policy and Management, MMI # 3097-01," dated January 15, 2010, including the following sheets:

Numbers	Title
(unnumbered)	Title Sheet
IN	Index Plan
SA-1	Site Access Plan
EX-1 – EX-6	Site Plan – Existing Conditions
D-1 – D-6	Demolition & Grubbing Plan
LA-1 – LA-6	Site Plan – Layout & Landscaping
FE-1 – FE-5	Site Plan – Fencing
GR-1 – GR-6	Site Plan – Grading
DR-1 – DR-6	Site Plan – Drainage & Sanitary
SE-1 – SE-6	Site Plan – Sediment & Erosion Control
PRO-1 – PRO-3	Roadway Profiles
XSC-1 – XSC-12	Roadway Cross Sections
IN-STR	Index Plan – Structures
STR-1 – STR-22	Culverts – General Plan
BOR-1 – BOR-3	Boring and Testpit Logs
UT-1 – UT-2	Utility Plan
SD-1 – SD-16	Site Detail Sheets
SD 16	Site Detail – Bid Alternative No. 1
EL-1 – EL-5	Illumination Plans & Details
MI	Wetland Mitigation Plan
SPE-1	Site Plan – Special Excavation Plan
PS-1 – P-2	Site Plan – Polluted Soil Reuse Plan
C-1 – C-4	Clearing Plan (for reference only)

Plans and specifications are available for examination at:

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

APPENDIX VII – PLANS AND SPECIFICATIONS

Because access to this building is limited when public events are not scheduled, interested persons are advised to contact the office to arrange to examine the documents.

Phone: 860-251-8141

Fax: 860-251-8143

Plans and specifications may also be examined and are available for purchase at:

Joseph Merritt and Co., Inc
650 Franklin Avenue
Hartford, CT

Phone: 860-296 2500

Fax: 860-947-3288
