

DECD STATE FUNDED HOUSING DEVELOPMENT

SUPPLEMENTARY CONDITIONS

The work to be performed under the contract is being assisted by the State of Connecticut through the Department of Economic and Community Development (DECD). As such, the project is subject to the following State requirements.

EQUAL OPPORTUNITY EMPLOYMENT, NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In accordance with Connecticut General Statutes 4a-60 and 4a-60a, the following provisions apply to the contract:

A. 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, sexual orientation 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 and of the State of Connecticut. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment, selection for apprenticeship, selection or retention of Subcontractors, or in the procurement of materials, equipment or services.

B. 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, sexual orientation 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.

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

D. 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 CHRO, advising the labor union or workers' representative of the Contractor's commitments under these provisions, and to post copies of the notice in conspicuous places available to employees and applicants for employment, including posting on the project site.

E. The Contractor agrees to comply with each of these provisions, sections 46a-68d and 46a-68f of the Connecticut General Statutes and with each regulation or relevant order issued by the CHRO pursuant to Connecticut General Statutes Sections 46a-56, 46a-68d and 46a-68f.

F. The Contractor agrees to provide the CHRO 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 these provisions and section 46a-56 of the Connecticut General Statutes. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner, the DECD and the CHRO and shall set forth what efforts he has made to obtain the information.

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G. The Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as Subcontractors and suppliers of materials under this Contract. The contractor shall develop and maintain adequate documentation, in a manner prescribed by the CHRO, of its good faith efforts.

H. In all pre-contractual contacts between Contractor and any Subcontractor or Supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each Subcontractor or Supplier shall be notified in writing by the Contractor of the Contractor's obligations under this Contract relative to non-discrimination and each Subcontractor or Supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

I. The contractor shall include the provisions of paragraphs A through G 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 CHRO. The contractor shall take such action with respect to any such subcontract or purchase order as the CHRO may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the Connecticut General Statutes.

EXECUTIVE ORDERS

The parties to this Contract, as part of the consideration hereof, agree that Executive Orders No. Three, No. Sixteen and No. Seventeen are incorporated herein by reference and made a part hereof.

Executive Orders Number Three and Seventeen

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 cancelled, terminated or suspended by the DECD or the State Labor Commissioner for violation of, or non-compliance with said Executive Order, or any State or Federal law concerning non-discrimination, notwithstanding that the State Labor Commissioner is not a party to this Contract.

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 cancelled, terminated or suspended by the DECD or the State Labor Commissioner for violation of, or noncompliance with said Executive Order in regard to listing all employment openings with the Connecticut State Employment Service, notwithstanding that the State Labor Commissioner is not a party to this contract.

The parties agree to abide by said Executive Orders and agree that the DECD and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to non-discrimination and listing all employment openings with the Connecticut State Employment Service, until the Contract is completed or terminated prior to completion.

Executive Order Number Sixteen

This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, entitled "Violence in the Workplace Prevention", and as such, this contract may be cancelled, terminated or suspended by the DECD for violation of, or noncompliance with said Executive Order in regard to prevention of violence in the workplace.

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The parties agree to abide by said Executive Order and agree that the State of Connecticut shall have continuing jurisdiction in respect to contract performance in regard to prevention of violence in the workplace, until the Contract is completed or terminated prior to completion.

SET-ASIDE REQUIREMENTS

A. Definitions - Wherever used in any of the Contract Documents, the following meanings shall be given to the terms to be found.

1. The term "Small Contractor (SC)" means any Contractor, Subcontractor, manufacturer or service company: (A) which has been doing business under the same ownership and management and has maintained its principal place of business in the state for a period of at least one year prior to the date of application for certification as a Small contractor; (B) which had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year prior to such application; and (C) at least fifty-one percent (51%) of the ownership of which is held by a person or persons who exercise operational authority over the daily affairs of the business and have the power to direct the management and policies and receive the beneficial interests of the business.

2. The term "Minority Business Enterprise (MBE)" means any Small Contractor (A) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons (i) who exercise operational authority over the daily affairs of the enterprise, (ii) who have the power to direct the management and policies and receive the beneficial interest of the enterprise, and (iii) who are members of a minority, as defined below, or (B) who is an individual with a disability.

3. The term "minority", as used in the Contract Documents, means:

- a. Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin;
- b. Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, and all persons having origins in the Iberian Peninsula, including Portugal, regardless of race;
- c. Women;
- d. Asian Pacific American and Pacific Islanders; or
- e. American Indians and persons having origins in any of the original peoples or North American and maintaining identifiable tribal affiliations through membership and participation or community identification.

B. The Contractor shall cooperate with the Owner and the Department of Economic and Community Development (DECD) in implementing the Contract obligations concerning Small Contractors and Minority Business Enterprises' utilization on this project. The Contractor shall also cooperate with the Owner and DECD in reviewing the contractor's activities related to this provision while under Contract.

C. The Contractor shall designate a Liaison Officer who will administer the Contractor's Set-Aside program. The name of the Liaison Officer will be made known to the Owner and the DECD.

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D. The Contractor shall make a good faith effort to meet the following Set-Aside goals. The Contractor shall award, in the aggregate, at least twenty-five percent (25%) of the total awarded contract value of this Contract to certified Small Contractors. Of this amount, twenty-five percent (25%) shall be awarded to certified Minority Business Enterprises. Small Contractors and Minority Business Enterprises shall be certified by the Connecticut Department of Administrative Services (DAS) as eligible for set-aside contracts. The award of contracts must be on competitive bases.

E. The award to Small Contractors shall be in the form of: (1) Subcontracts with Small Contractors for work to be performed as part of the Contract; (2) Contracts with Small Contractors for the procurement of materials, equipment or services; or (3) any combination of (1) and (2) totaling not less than twenty-five percent (25%) of the total Contract. The award to Minority Business Enterprises shall be in the form of: (1) Subcontracts with Minority Business Enterprises for work to be performed as part of the Contract; (2) Contracts with Minority Business Enterprises for the procurement of materials, equipment of services; or (3) any combination of (1) and (2) totaling not less than twenty-five percent (25%) of the total Contract award to Small Contractors.

F. Compliance with this provision may be fulfilled when the Small Contractors and Minority Business Enterprises perform work on the Contract as an approved Subcontractor or provide materials, equipment, or services related to the Contract as an approved supplier and have received payments amounting to at least the percentages specified herein. A Small Contractor(s) awarded a Contract or a portion of a Contract under this section shall perform not less than fifteen percent (15%) of the work with his own forces. A Subcontractor(s), eligible for award under this section of a Small Contractor, shall perform not less than twenty-five percent (25%) of the work with his own forces. A Small Contractor(s) awarded a Contract or a portion of a Contract under this section shall not subcontract with any business with which said Small Contractor(s) has interlocking ownership, management or employees. The submission of releases, receipts or affidavits, pursuant to the terms of the Contract, shall be taken as prima facie evidence that the Contract requirements of this paragraph have been satisfied. This special provision is in addition to all other equal employment opportunity requirements of this Contract

G. All records must be retained for a period of three years following completion of the work and shall be available at reasonable times and places for inspection by authorized representatives of the Owner and the DECD. The DECD or its' Commissioner may conduct an audit of the records of any Small Contractor(s) or Minority Business Enterprises(s) which applies for or is awarded a set-aside contract for the purpose of determining eligibility for awards or compliance with the set-aside requirements.

H. Compliance and Sanctions:

1. Whenever the DECD has reason to believe that a Contractor or Subcontractor awarded a set-aside contract has willfully violated any provision of this section, the DECD may send a notice to such Contractor or Subcontractor by certified mail, return receipt requested. Such notice shall include: A) a reference to the provision alleged to be violated; B) a short and plain statement of the matter asserted, C) the maximum civil penalty that may be imposed for such violation; and D) the time and place for the hearing.

2. The DAS Set-Aside Unit shall hold a hearing on the violations asserted unless such Contractor or Subcontractor fails to appear. If after the hearing the awarding agency finds that the Contractor or Subcontractor has willfully violated any provision of the set-aside Contract payments to the Contractor or Subcontractor and may, in its discretion, order that a civil penalty not exceeding ten thousand dollars (\$10,000) per violation, be imposed on the Contractor or Subcontractor. If such Contractor or

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Subcontractor fails to appear for the hearing, the DAS Set-Aside Unit may, as the facts require, order that a civil penalty not exceeding ten thousand dollars (\$10,000) per violation be imposed on the contractor or subcontractors. The DAS Set-Aside Unit shall send a copy of any order issued pursuant to this section by certified mail, return receipt requested, to the contractor or subcontractor named in such order. The DAS Set-Aside Unit may cause proceedings to be instituted by the Attorney General for the enforcement of any order imposing a civil penalty issued under this section.

I. Nothing contained herein is intended to relieve any Contractor from compliance with all applicable Federal and State legislation or provision concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of its Contract on this project.

INSURANCES

A. The DECD shall be named as an additional insured for the required insurances. All Insurance policies for which the DECD has an insurable interest must include the following endorsement: DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT, "A.T.I.M.A." (as their interest may appear), 505 Hudson Street, Hartford, CT, 06106. All Certificates of Insurance must contain the project name and address. The insurance shall be placed with such Insurance Company having a rating of "B+" or better as per the latest edition of Best's Rating Guide.

B. Certificates of Insurances are required before an exposure to loss can occur. The policy or policies shall be submitted to the Owner and the DECD for examination. In the event the form of any policy or certificate, or the amount of the insurance, or the companies writing same, are not satisfactory to the Owner and the DECD, the Contractor will secure other policies or certificate, in form and amount, and with companies satisfactory to be canceled or permit them to lapse. All insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation, or to a reduction in the required limits of liability or amounts of insurance, until written notice has been mailed to the Owner and the DECD, stating when, not less than thirty (30) days thereafter, such cancellation or reduction shall be effective.

Contractor's Liability Insurance

A. The Contractor shall carry the insurance coverages as indicated in the attached INSURANCE MATRIX - APPENDIX A.

Property Insurance

A. The contractor shall effect and maintain builders risk insurance in the amount of 100% of the replacement cost of the completed finished building against loss by fire, lightning, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, aircraft, smoke, vehicle, damage, vandalism and malicious mischief, upon all work in place, and all materials stored at the building site; whether or not same is covered by partial payments made by the Owner. This insurance shall be in an amount equal to the full insurable value thereof at all times, and shall be for the benefit of the Owner, the Contractor, each subcontractor, and the State of Connecticut as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the Owner and the DECD. Certificates of Insurance shall be furnished to these same parties (through the Owner) prior to signing the construction contract.

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BONDS

PERFORMANCE AND PAYMENT BONDS / COMPLETION ASSURANCE AGREEMENT

A. The Contractor shall furnish Performance and Payment Bonds in the penal sum of one hundred percent (100%) of the total amount of the contract. Said bonds shall be in forms acceptable to the Owner and the DECD, and must be from a surety company with a B+ or better rating by Best and licensed to do business in the State of Connecticut.

2. A Completion Assurance Agreement with a Letter of Credit may be accepted in lieu of the Performance and Payment Bonds. The Contractor, Owner, and the DECD will sign a Completion Assurance Agreement. Said agreement will clearly explain the duties and responsibilities of all parties to the agreement and set the guidelines for establishing a Completion Assurance Fund. The Completion Assurance Fund will be in a form acceptable to the Owner and the DECD, and issued to the Owner and the DECD as dual obligees.

The Letter of Credit, in a form satisfactory to the Owner and the DECD, shall be in an amount equal to ten percent (10%) of the contract for any contract that is less than two hundred fifty thousand dollars and in an amount equal to twenty-five percent (25%) of the contract for any contract that exceeds two hundred fifty thousand dollars.

The Letter of Credit shall be reduced by one half as of the date the certificate of completion and acceptance is issued and shall be retained by the Owner for one year from the date of issuance of the certificate.

C. Said Performance and Payment Bonds or Completion Assurance Agreement with a Letter of Credit shall be furnished and said Contract shall be executed and delivered by the selected Contractor, within fifteen (15) days after the notice of the contract award has been mailed or delivered to the Contractor by the Owner.

INSERT THE FOLLOWING IF APPLICABLE TO THE PROJECT:

PREVAILING WAGE RATES

A. In accordance with the General Statutes of the State of Connecticut, the wages paid to any mechanic, laborer or workman employed by the Contractor or any of his subcontractors under this Contract shall be a rate equal to the established rate prevailing within the jurisdiction of the Owner, for the same work in the same trade or occupation, in accordance with the schedule included in the Project Manual. These rates are secured from the Director of the Minimum Wage Division at the State Labor Department, 200 Folly Brook Boulevard, Wethersfield, Connecticut. The Contractor agrees to pay his employees these rates during the progress and completion of this Contract.

(Insert wage rates as furnished by the State Labor Department)

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APPENDIX A

**DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
INSURANCE MATRIX**

MINIMUM COVERAGE	LIMITS
A) Comprehensive General Liability Occurrence Form with Broad Form CGL Endorsement and Non-owned & Hired Auto.	A) \$1,000,000
B) Commercial Auto Liability, if applicable.	B) \$1,000,000
C) Contractor's Protective Liability.	C) \$1,000,000
D) Worker's Compensation & Employer's Liability Note: When lead based and/or asbestos abatement work is undertaken, direct & indirect damages arising from these activities must be covered.	D) Bodily injury by accident \$1,000,000/accident Bodily injury by disease \$1,000,000/employee Bodily injury by disease \$1,000,000 policy limit or \$100,000/\$500,000/\$100,000 when not involving hazardous material abatement.
E) Certificates of insurance for all subcontractors' Workers Compensation & Employer's Liability Note: When lead based and/or asbestos abatement work is undertaken, direct & indirect damages arising from these activities must be covered.	E) Bodily injury by accident \$1,000,000/accident Bodily injury by disease \$1,000,000/employee Bodily injury by disease \$1,000,000 employee or \$100,000/\$500,000/\$100,000 when not involving hazardous material abatement.
F) X.C.U. Liability Endorsement, when any digging is required.	F) \$1,000,000
G) Builder's Risk Policy, Completed Value Form.	G) 100% Replacement Cost.