

**SOUTHERN CONNECTICUT STATE UNIVERSITY
NEW ACADEMIC LABORATORY BUILDING
NEW HAVEN, CT**

**State of Connecticut Department of Construction Services
Project No. BI-RS-283-CMr**

**GENERAL CONDITIONS FOR ALL TRADES
SECTION 00 21 20**

1. The following documents are included in all Scopes of Work, and the Trade Contractors are responsible for complying with all of these documents in completing the work of their respective Bid Packages:

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| 00 11 16 | Invitation to Bid |
| 00 21 19 | Supplemental Instructions to Bidders |
| 00 21 20 | General Conditions for All Trades |
| 00 30 01 | List of Documents |
| 00 41 00 | Form of Proposal |
| 00 52 26 | FIP Subcontract Agreement |
| 00 61 00 | Guarantee Bond Information |
| 00 62 01 | Certificate of Insurance |
| 00 62 02 | Contractor Statement of Legal Employees |
| 00 62 03 | Interim Waiver and Release of Mechanics and Materialmen's Lien |
| 00 62 04 | Subcontractor Vendor Interim Waiver and Release of Mechanics and Materialmen's Lien |
| 00 62 05 | Sample Documents <ul style="list-style-type: none"> ▪ Request for Information Form ▪ Subcontractor Change Request ▪ Submittal Cover Sheet |
| 00 73 00 | CHRO Policies and Information |
| 00 73 01 | Subcontractor Set Aside Plan Format |
| 00 73 02 | M/WBE Payment Status Report |
| 00 73 03 | Monthly Employment Utilization Report |
| 00 73 04 | State of Connecticut Guide to the Code of Ethics for Current or Potential State Contractors |
| 00 73 05 | OPM Ethics Form 6 |
| 00 74 00 | Prevailing Wage Rates |
| 00 74 01 | Payroll Certification for Public Works Projects |
| 00 74 02 | CERT-134 Tax Exempt Certificate |
| 00 75 00 | Preliminary Project Schedule |
| 00 76 00 | Site Logistics Plan |
| 00 77 00 | Construction Waste Management Plan |
| 00 78 00 | Indoor Air Quality Management Plan |
| 00 79 01 | FIP Safety Program |
| 00 79 02 | CT Construction Safety and Health Course Verification |
| 00 79 03 | FIP Quality Control Plan |
| 00 80 00 | Bid Packages and Supplemental Bid Forms |
| 01 11 00 | Summary of Work – CMR |

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| 01 20 00 | Contract Considerations – CMR |
| 01 25 00 | Substitution Procedures – CMR |
| 01 26 00 | Contract Modification Procedures - CMR |
| 01 29 76 | Progress Payment Procedures – CMR |
| 01 31 00 | Project Management and Coordination – CMR |
| 01 31 19 | Project Meetings – CMR |
| 01 32 16.13 | CPM Schedules – CMR |
| 01 32 33 | Photographic Documentation – CMR |
| 01 33 00 | Submittal Procedures – CMR |
| 01 35 16 | Alteration Project Procedures – CMR |
| 01 35 26 | Government Safety Requirements – CMR |
| 01 42 20 | Reference Standards – CMR |
| 01 45 00 | Quality Control – CMR |
| 01 45 23.13 | Testing for Indoor Air Quality, Baseline Indoor Air Quality, and Materials - CMR |
| 01 50 00 | Temporary Facilities and Controls – CMR |
| 01 56 39 | Temporary Tree and Plant Protection |
| 01 57 30 | Indoor Environmental Control – CMR |
| 01 57 40 | Construction Indoor Air Quality Management Plan – CMR |
| 01 60 00 | Product Requirements – CMR |
| 01 71 23 | Field Engineering – CMR |
| 01 73 29 | Cutting and Patching – CMR |
| 01 74 19 | Construction Waste Management and Disposal – CMR |
| 01 75 00 | Starting of Systems – CMR |
| 01 77 00 | Closeout Procedures – CMR |
| 01 78 23 | Operation and Maintenance Data – CMR |
| 01 78 30 | Warranties and Bonds – CMR |
| 01 81 13 | Sustainable Design Requirements – CMR |
| 01 91 00 | Commissioning – CMR |

2. Time is of the essence. The provisions of the Contract relating to the time of performance and completion of the work are of the essence of this Contract. Accordingly, each Trade Contractor shall begin work on the day specified, and shall prosecute the work diligently so as to permit full occupancy not later than the first day following the construction period established in the Schedule of Construction.

3. The bid documents include an overall Preliminary Project Construction Schedule. The Project Construction Schedule shall be followed when preparing a Bid for this project. This contractor is responsible to meet the requirements of the Project Construction Schedule included in the Bid Documents. This includes providing the appropriate manpower, equipment, and resources to meet this schedule. The contractor shall include in their bid the cost to procure, store, warehouse, insure, etc. required until the material is needed in the field for installation. The contractor will be responsible for all overtime and costs associated with meeting this schedule. This schedule may be modified from time to time based on job conditions.

The following criteria should be considered in preparation of the Bidder's proposal:

- A. Each Trade Contractor shall cooperate with the Construction Manager in adhering to the Construction Schedule.

- B. In the event that this Construction Schedule is interrupted or delayed because of insufficient materials, equipment or working force at the job site on the part of the Trade Contractor, the Construction Manager shall direct this Trade Contractor to make up the lost time through the use of additional labor and/or working beyond the normal working times at no additional cost to the Owner or Construction Manager.
 - C. If there are major delays brought about by circumstances beyond the control of the Construction Manager, Trade Contractor or various subcontractors or suppliers, a request for time extension will be considered, but under no circumstances, will the Owner or Construction Manager, as a condition of the Contract Award, pay for damages due to these delays.
- 4. Liquidated Damages are established at a rate of \$8,800 per day for each calendar day beyond the established substantial completion date that substantial completion is not received, and at \$6,500 per day for each calendar day beyond the (90) calendar days of the established substantial completion for which Final Acceptance is not received. Should the project be delayed as a result of the Trade Contractor's actions, the Trade Contractor shall be liable to the Construction Manager for damages for every day the project is delayed by the Trade Contractor, provided the delay is not the justifiable result of actions by others. The Construction Manager, at his sole discretion, shall make a reasonable assessment of the maximum damages for each Trade Contractor, such maximum damages being for every calendar day of unexcused delay.
 - 5. Within thirty (30) days of Notice of Award, all contractors shall furnish the following:
 - A. List of proposed contractors and vendors.
 - B. A schedule of values for billing purposes broken down with individual line items for each major component of the work, broken down into Labor and Material components. This schedule of values shall be subject to review and approval by the Construction Manager prior to any payments being made.
 - C. A man-loaded construction schedule shall be submitted to the Construction Manager for review. This schedule shall minimally meet the requirements of the Project Schedule and the bid documents.
 - 6. All submittals are due in the office of the Construction Manager within thirty (30) days of Notice of Award. An adequate number of copies are needed so that enough returned copies are available for all trades that need them for coordination. However, it is the sole responsibility of each trade contractor to ascertain any and all coordination requirements between the work of its bid package and the work of all other applicable bid packages
 - 7. Subcontractors are responsible for keeping the construction site neat and orderly at all times. All contractors are responsible for daily cleanup of the job site of their own debris and rubbish to a dumpster provided by others. The FIP Project Superintendent will issue a written notice to the Subcontractor in the event that cleanup is not performed satisfactorily and on a regular basis. FIP will then perform this work with other labor and backcharge the Subcontractor for all costs incurred for cleanup associated with Subcontractor's work (see Item #8).

The following trades will be required to provide dumpsters for legal removal of their own debris from the job site. Comply with all recycle / salvage requirements of specifications section 01 74 19, Construction Waste Management and 01 81 13 Sustainable Design Requirements. See Bid Package Descriptions for specific extent of cost responsibility for these Trades:

Site Work
Masonry
Demolition

All other trades will dispose of debris in dumpsters provided by others.

8. Work performed on this Subcontractor's behalf by FIP Construction, by mutual agreement or after proper notification per the terms of this Subcontract, will be credited against this Subcontractor's account at the rate of \$75 per hour for labor plus all applicable material costs. Additionally, a \$250 administrative fee will be assessed for processing of change orders related to each such occurrence.
9. Change orders will not be approved without written authorization from FIP Construction's project manager only. All Subcontractor change requests will be submitted on FIP's *Subcontractor Change Request* form (copies enclosed). If subcontractor proceeds without a written change directive, FIP will not pay change claim.
10. All work must be completed in compliance with FIP's Safety & Health Program, which is included as part of the bid documents. Particular attention must be given to Paragraph 2.7: Subcontractors' and Vendors' Responsibilities. All personnel on the job site will wear OSHA-compliant hard hats and safety glasses at all times.

High Visibility Attire:

- Every worker, site staff, visitor and vendor will wear Class 2 high visibility attire at all times that meet the requirements of ANSI 107-2004.
 - When work is being conducted in traffic areas, either public or construction equipment or at night ANSI reflectivity requirements shall be met.
 - A flag person along with all employees working in the immediate area of vehicular traffic must wear a red or orange jacket or vest. The flag person will be required to use a flag and/or sign paddle to direct traffic flow. Warning garments worn at night shall be reflective. Traffic control laws must be adhered to (please contact Safety Director). In some cases Class 3 attire shall be worn. Consult with the ANSI classification requirements.
11. Project area is 100% non-smoking.
 12. Subcontractor is to provide FIP with monthly lien waivers at time of each requisition from all sub-subcontractors and suppliers (forms as provided by the Construction Manager. Subsequent payments will be withheld until all interim lien waivers and proof of payment to sub-subcontractors and material suppliers, for previous payments issued, have been provided.
 13. Loud, abusive language and/or conduct by Subcontractor's personnel will not be tolerated. Construction personnel reprimanded a second time will be dismissed from this construction project and not allowed to return.
 14. All RFIs shall be transmitted through the Construction Manager on FIP's *Request For Information* form.
 15. No direct contact is allowed with the Architect, Engineer, Owner or Owner's Representative unless approved by the Construction Manager. All project communication is to take place through the Construction Manager. All warranties and guarantees as outlined in the specifications.
 16. Includes all submittals, shop drawings, product data, calculations, samples, certifications, mock-ups, and other information as specified and as required by the Architect/Engineer to gain system/product approvals.

17. All materials are to be provided per plans and specifications. No substitutions will be allowed with the exception of those items selected by the architect/owner of the project or those approved via formal substitution request procedure.
18. Includes all field mock-ups shown on drawings and as specified for work of this Subcontract. Coordinate mock-up requirements with other trades to provide full assemblies of multiple components for approvals and to represent standards of work for the project. Provide mock-up materials in sufficient time for mock-up construction and review to occur prior to ordering materials.
19. Where indicated and required for performance of subcontractor's work, include professional engineering services where delegated design is indicated/specified for selected components. This shall include drawings/calculations sealed and signed by a Professional Engineer licensed in the State of Connecticut.
20. Includes coordination of all work with work of other trades. Incorporate information as provided in submittals of other trades where necessary to coordinate/complete work of this Subcontract.
21. Trade Contractors are to include all hoisting, staging, scaffolding, lifts, cranes, and other equipment as required to perform work.
22. Includes compliance with all requirements of the project's registration under the State of Connecticut DEEP General Permit for discharges associated with construction activity. All contractors will be required to acknowledge and comply with these provisions.
23. As-built drawings are to be maintained and updated on a weekly basis. Updated as-built drawings are a prerequisite for approval of monthly requisitions.
24. Full labor and material warranty for all items of work incorporated into this project shall be 18 months from Substantial Completion, unless a greater period is required as part of a specific specification section.
25. The amount of compensation to be paid for any additional or deleted work performed by a subcontractor or a sub-subcontractor that results in a Change Order shall be determined as follows:
 - A. Overhead and Profit Percentages:
 Subcontractor's mark-up for work performed by its own forces (maximum allowable percentages for the performance of the changed work):

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| \$0 - \$5,000 | 20% overhead and profit |
| \$5,001 - \$15,000 | 17% overhead and profit |
| \$15,001 - \$25,000 | 15% overhead and profit |
| \$25,001 and greater | 12% overhead and profit |

 Subcontractor's mark-up for work performed by its sub-subcontractor's forces and not allowable for any subsidiary in which the subcontractor has a majority ownership:

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| \$0 - greater | 6% overhead and profit |
|---------------|------------------------|
 - B. The Owner does not recognize any overhead and profit percentage mark-ups on any changed work performed by a sub-subcontractor.
 - C. Bond Costs: Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.

26. Provide Performance and Payment Bonds for the work of this Subcontract. A Performance Bond and Payment Bond, AIA DOCUMENT A311, in an amount equal to one hundred percent (100%) of the Contract Sum, and suitable to Contractor, will be required and paid for by this Subcontractor as required by the Invitation to Bid. The condition of this obligation is such that, if the Subcontractor shall promptly and faithfully perform said Subcontract, make payments to all claimants for all labor and materials used or reasonably required for use in the performance of the Subcontract, and shall fully indemnify and save harmless Southern Connecticut State University, the State of Connecticut Department of Construction Services, and FIP Construction, Inc. from all costs and damages he may suffer by reason of failure to do so, then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Such bond shall be written by a company properly authorized to transact business in the state in which the project is being constructed and the home state of the Subcontractor and subject to approval and acceptance by FIP Construction, Inc. and/or Southern Connecticut State University and the State of Connecticut Department of Construction Services. Bonds shall be supplied from a company or companies with an AM Best Rating of A- or better. Said Bonds shall be maintained for the life of the contract.
27. All contractors shall include all filings, fees, permits and certificates required by Town, area and state authorities having jurisdiction for approval of their work.
28. All contractors shall maintain a full-time superintendent or foreman at the job site during any time in which their employees or subcontractors are involved on the project. This superintendent will be responsible to attend all coordination meetings as scheduled by the Construction Manager's project manager and have the authority to make decisions. This superintendent will further be equipped with Nextel digital phone for two-way cellular phone communication with FIP and other trades in lieu of walkie-talkies.
29. Foreman shall attend all contractor weekly meetings and submit all inspection and toolbox safety reports signed by employees.
30. All workers shall submit an OSHA ten-hour safety training card which is no more than five (5) years old per Connecticut General Statutes Section 31-53b pertaining to prevailing wage statutes.
31. Provide Company Safety Program and MSDS bound book with company name for Construction Manager's trailer and one (1) for trade contractor's gang box.
32. Foreman shall review scope of work with Construction Manager on a daily basis and submit Daily Report to Construction Manager. Daily Reports shall include work force manpower quantities, scope of work and locations, and work completed as they relate to job schedule, job conditions, etc.
33. This project is designated for USGBC LEED Silver Certification under LEED New Construction Version 3 and must comply with State of Connecticut High Performance Building Standards. Includes compliance with all applicable provisions of Specification Section 01 81 13 Sustainable Design Requirements and all other LEED requirements as stipulated in individual specifications sections. Provide all required LEED submittal documentation to demonstrate compliance with applicable LEED requirements. This shall include, as applicable, completed LEED materials cost/data sheets to document regional material source, recycled content, and Forest Stewardship Council (FSC) compliance.
34. Site logistics plan is included as part of the contract documents. Reference individual scopes of work for responsibility for temporary installations and utilities. Trade Contractors will be allotted space for office and storage trailers at the discretion of the Construction Manager. Cost for trailers is the responsibility of each Trade Contractor. The Electrical Contractor will provide one 400 amp panel at the contractor trailer area. Cost for distribution from this panel to the Trade Contractor's trailer is the responsibility of the Trade Contractor. Electrical usage fees will be by the CM. Trade

Contractors will be responsible for all costs related to temporary data and communication services to their trailers. Portable sanitation facilities will be provided by others.

35. SCSU will be providing a designated contractor parking area within a 10-minute walking distance from the project site. All private contractor vehicles will be required to utilize this parking. No private vehicle parking will be allowed on the job site. Company vehicles will be allowed on site at the discretion of the FIP superintendent based on need. SCSU will be operating a shuttle service to and from the contractor parking lot at the beginning and end of each workday for approximately 45 minutes; exact schedule to be determined. Workers will be responsible for their own means for access to and from the contractor lot outside of these periods.
36. Normal work hours are considered 7:00 a.m. – 3:30 p.m., Monday through Friday.
37. All successful Bidders will be required to execute the Construction Manager's "Subcontract" Agreement with no exceptions, which is a part of this specification and will be required to comply with the insurance requirements as outlined in Article 11 of the General Conditions, and as modified by the Supplementary General Conditions.
38. The successful Bidder agrees to commence work within seven (7) days of execution of a Subcontract Agreement or receipt of a Notice to Proceed or Letter of Intent, whichever is earlier.
39. All work must be completed in compliance with FIP's *Quality Control Program* which is included as part of the Bid Documents. Particular attention is to be paid to Section IV: Subcontractors.
40. Each successful trade contractor and its key personnel will be required to attend a pre-construction meeting with the Construction Manager and Design Consultants prior to start of work on the project. Content of this meeting is described in the FIP *Safety & Health Program* and *Quality Control Program* referenced above and the pertinent design specifications.
41. Retention will be withheld at a rate of 7.5% until Substantial Completion of the project.
42. The following documents are required to be submitted on a monthly basis in conjunction with the contractor's Application for Payment:
 - A. Payroll Certification Reports
 - B. Monthly Employment Utilization Report
 - C. M/WBE Payment Status Report

Progress payments will be withheld until the above reports have been received in an acceptable and correct form for the month coinciding with the progress payment.

43. All prime subcontractors with the exception of MBE/WBE Set Aside firms will be required to submit individual Set Aside Plans to the State of Connecticut CHRO as described in the bid documents. The State of Connecticut reserves the right to withhold an additional 2% retention on any Prime Subcontractor pending approval of this plan.

END OF SECTION