

ADDENDUM NO. 5

UNIVERSITY OF CONNECTICUT HEALTH CENTER FINANCE CORPORATION
AMBULATORY CARE CENTER (ACC) FIT-OUT
Farmington, CT

UCHC Project No. 11-042
DCC Project No. 527-12

1. This Addendum is in Reference to the Electrical Bid Package ONLY.
2. **Audio Visual Systems and Equipment should be EXCLUDED from the Electrical bids. Only back boxes and raceways should be included. Revised Exhibit A, Outline Scope of Work for bid package 16A Electrical is attached.**
3. All Bid Date information released in Addendum #4 still applies. This Addendum does NOT extend the bid dates listed in Addendum #4 as this is scope elimination.

END OF ADDENDUM NO. 5



September 20, 2013, Rev. 1

Exhibit A

Scope of Work/Contract Price Details

UCHC Interior Fit-Out

Dimeo Job No. 527-12

BID PACKAGE NO: 16A

BID PACKAGE TITLE: Electrical, A/V, Communications and Electronic Safety & Security

SET-ASIDE PACKAGE (Y/N): N (If this package is identified as a Set-Aside Package, only subcontractors that are certified and eligible to participate in the Small Business Set-Aside Program may submit a bid)

A. OUTLINE SCOPE OF WORK:

1. Provide all labor, material, tools, appliances, equipment and supervision necessary to complete the work for the referenced project as shown and detailed and as specified under the specification sections indicated below, coordinated with other sections as required, including all appurtenances, etc. as required to provide for complete work as intended by the documents. This work includes, but is not intended to be limited by, the following.
2. Furnish and install all work identified in the following Specification Section(s), 100% complete:
 - a. ~~Section 115213 Audiovisual Systems and Equipment.~~
 - b. Section 260510 Electrical Special Conditions.
 - c. Section 260520 Basic Materials and Methods.
 - d. Section 260530 Wiring Methods.
 - e. Section 260548 Vibration Controls for Electrical Systems.
 - f. Section 260570 Power System Studies.
 - g. Section 260580 Electrical Acceptance Tests.
 - h. Section 260584 Through Penetration Firestop Systems.
 - i. Section 262010 Low Voltage Distribution.
 - j. Section 262020 Isolated Power Systems.
 - k. Section 265010 Lighting Fixtures.
 - l. Section 270526 Grounding and Bonding for Communications Systems.
 - m. Section 270529 Hangers and Supports for Communication Systems.
 - n. Section 270536 Cable Trays for Communications Systems.
 - o. Section 270553 Identification for Communications Systems.
 - p. Section 270800 Commissioning of Communications.
 - q. Section 271000 Structured Cabling.

- r. Section 271116 Communications Cabinets, Racks, Frames and Enclosures.
 - s. Section 271119 Communications Termination Blocks and Patch Panels.
 - t. Section 271123 Communications Cable Management and Ladder Rack.
 - u. Section 271126 Communications Rack Mounted Power Protection and Power Strips.
 - v. Section 271323 Communications Optical Fiber Backbone Cabling.
 - w. Section 271324 Communications Optical Fiber Splicing and Terminations.
 - x. Section 271334 Communications Coaxial Splicing and Terminations.
 - y. Section 271513 Communications Copper Horizontal Cabling.
 - z. Section 271533 Communications Coaxial Horizontal Cabling.
 - aa. Section 271543 Communications Faceplates and Connectors.
 - bb. Section 271619 Communications Patch Cords, Station Cords & Cross Connect Wire.
 - ~~cc. Section 274116 Audiovisual Systems and Equipment.~~
 - ~~dd. Section 275100 Distributed Audio-Video Communications Systems (AV Raceway).~~
 - ee. Section 280000 Electronic Safety and Security.
 - ff. Section 281300 Access Control.
 - gg. Section 281326 Access Control Field Devices.
 - hh. Section 281333 Access Control System Interfaces.
 - ii. Section 282300 Video Surveillance.
 - jj. Section 282329 Video Surveillance Field Devices.
 - kk. Section 283110 Fire Alarm System.
3. Furnish, receive, unload and distribute all materials contained in the following Specification Section(s), 100% complete, installed by others:
- a. Section 083113 Access Doors and Frames.
4. The following is meant to supplement the above:
- a. 3D Building Information Modeling.
 - b. All electrical final connections to medical equipment and appliances as required.
 - c. Coordination drawings.
 - d. Commissioning of systems.
 - e. Removal of existing electrical work as required to coordinate with Core and Shell Systems.
 - f. Connections to existing systems, including shutdowns.
 - g. Sleeves, inserts and hangers.
 - h. Core drilling.
 - i. Record drawings.
 - j. Operation and maintenance manuals.
 - k. Identification, valve tags and charts.
 - l. Vibration isolation and seismic restraints.
 - m. Install automatic door operators as shown and specified.
5. **Audio Visual Systems and Equipment should be EXCLUDED from this bid. Only include back boxes and raceways.**
6. All requirements of Division 1 – General Requirements.
7. All equipment required exactly as specified for a complete installation.



8. Warranties and guarantees as specified.
9. Coordinate access to work areas with the Project Superintendent or Project Manager.
10. Staging/scaffolding, lifts, ladders, hoisting, rigging, etc. required for the proper and safe completion of this scope of work.
11. Coordinate material and equipment delivery with DCC's Project Manager or Project Superintendent.
12. Permits and fees as required for this scope of work is included.
13. All properly trained workers and all proper equipment necessary to complete the work of this agreement.
14. All lay-out required to complete this work. Control lines and benchmarks will be provided by Dimeo.
15. Safety requirements for this scope of work per Dimeo's site safety plan.
16. All police details and traffic control required for this scope of work.
17. Mockup sample(s) as required.

B. EXCLUSIONS:

1. Sales tax.
2. AV systems and Equipment. (Back Boxes and Raceways are included)

C. ALTERNATES

Reference Dimeo's bid proposal form.

D. UNIT PRICES:

NOT USED

E. WAGE RATES:

Wage rates must comply with the prevailing wages posted in the bid documents.

F. OTHER REQUIREMENTS:

1. Retainage:
 - a. 10%.
 - b. An additional 2% retainage will be withheld pending the State Commission on Human Rights and Opportunities ("CHRO") approval of the Trade Contractor's/Subcontractor's Affirmative Action Plan.
2. Allowable mark-ups for Overhead and Profit on Changes in the Work:
 - a. In accordance with Section 00 72 23 General Conditions of the Contract for Construction For Construction Manager At Risk (CMR), Article 13.
3. Taxes:
 - a. This project is tax exempt. A certificate of tax exemption will be provided. State sales and use taxes are excluded except for taxes on rentals, tools, and other incidentals as determined by the state Department of Revenue and for which the Trade Contractor is responsible.
 - b. Nonresident Contractors must comply with the provisions of Connecticut General Statutes Section 12-430(7). The term "nonresident contractor" as used in this section



is defined as a contractor who does not maintain a “regular place of business” in Connecticut. A “regular place of business” is defined as any bone fide office, factory, warehouse or other space in Connecticut at which a contractor is doing business in its own name in a regular and systematic manner, and which place is continuously maintained, occupied, and used by the contractor in carrying on its business through its employees regularly in attendance. A temporary office at the site of construction or a place of business for a statutory agent for service of process is not considered a regular place of business. Bond and filing requirements and the relevant forms and instructions are located at the Connecticut Department of Revenue Services website: <http://www.ct.gov/drs/cwp/view.asp?a=1509&q=270990>.

4. Minority Business and Workforce Participation:
 - a. Not Less Than 30 % Of This Contract Amount Must be Awarded to Certified Set-Aside Contractors, including 10% Minority Business Enterprises

5. Liquidated Damages:
 - a. In accordance with Section 00 52 23 Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR) For Guaranteed Maximum Price (GMP), Article 11.
Liquidated Damages in the amount of Two Thousand Dollars (\$2,000) per day for each calendar day beyond the established Substantial Completion Date.

6. Miscellaneous:
 - a. "Owner" as used throughout this Contract Agreement shall refer to the State of Connecticut, acting through its Commissioner of the Department of Public Works.
 - b. The "Agreement" shall refer to an agreement dated March 8, 2013 between the Owner and Dimeo for Construction Manager at Risk services for the University of Connecticut Health Center Finance Corporation Ambulatory Care Center (ACC) Interior Fit-Out project.
 - c. The Subcontractor agrees to be bound to Dimeo by the terms of the hereinbefore described plans, specifications (including the General Conditions stated therein which apply to his trade) and addenda all addenda and to assume to Dimeo all the obligations and responsibilities that Dimeo by those documents assumes to the Owner, except to the extent that provisions contained therein are by their terms or by law applicable only to Dimeo.
 - d. Dimeo agrees to be bound to the Subcontractor by the terms of the hereinbefore described documents and to assume to the Subcontractor all the obligations and responsibilities that the Owner by the terms of the hereinbefore described documents assumes to Dimeo, except to the extent that provisions contained therein are by their terms or by law applicable only to the Owner.



- e. Upon the agreed to notice from Dimeo, the Subcontractor agrees to begin, prosecute and complete the work described in this Contract Agreement in an orderly manner in accordance with completion schedules prescribed by Dimeo for each work item, based on consideration to the date or time specified by the owner for the completion of the entire work.
- f. Dimeo agrees that no claim for services rendered or materials furnished, by Dimeo to the Subcontractor shall be valid unless written notice thereof is given by Dimeo to the Subcontractor during the first forty (40) days following the calendar month in which the claim originated.
- g. Unless expressly provided for otherwise in the Contract Documents, each Subcontractor shall provide a Warranty on the Work for an 18-month period from the date of Substantial Completion. Each Subcontractor shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents. The 18 month warranty includes insurance and bonds.
- h. In addition, the Subcontractor agrees to the provisions set forth below, which shall also be included in any sub-subcontract issued by the Subcontractor, with the applicability of terms to be adjusted accordingly. Any duplication of provisions already provided in this Contract Agreement shall be disregarded. In the event of a conflict between the following provisions and those contained in this Contract Agreement, the more stringent shall apply:
 - 1. All work is to be performed in accordance with the requirements of the Contract Documents for this Project.
 - 2. All subcontractors agree to waive all rights to subrogation against the Owner, Architect, Owner's agents, Dimeo, and other subcontractors for damages caused by fire or other perils covered by insurance obtained for or in place upon the Project.
 - 3. All subcontractors must carry and maintain insurance coverage in accordance with the Contract Documents and file certificates of such coverage with Dimeo.
 - 4. All subcontractors must submit certificates of waiver of claims for work completed by their respective subcontractors conditioned upon disbursement of the progress payment next due and owing.
 - 5. All subcontractors must pay any amounts due any of its Sub-subcontractors whether for labor performed or materials furnished within thirty (30) days after such subcontractor received payment from Dimeo which encompasses labor or materials furnished by such subcontractor.
 - 6. The subcontractor or the subcontractor's subcontractor's mark-up on change orders to have committed maximum overhead and profit pursuant to General Conditions Article 7.2.
 - 7. Submission to Dimeo or the subcontractor as the case may be, of applications for payment on a form approved by the Owner together with clearly defined invoices



and billings supporting all such applications under each subcontract to which the subcontractor is a party.

8. Each subcontractor must furnish to Dimeo in a timely fashion all information necessary for the preparation and submission of the reports required herein.
9. Each subcontractor continue to perform under its subcontract in the event Dimeo is terminated and the Owner, at its sole option takes as an assignment the subcontract and requests that the subcontractor continue such performance.
10. Each subcontractor must satisfactorily remove or stockpile all debris created by its activity pursuant to the discretion of Dimeo.
11. Each subcontract is assignable to the Owner.
12. All performance and payment bonds issued by a subcontractor on the Project name the Owner and Dimeo as dual obligees.
13. Each subcontractor must cooperate with the Owner and Dimeo and permit the Owner, Dimeo or a designated auditor or representative to review and audit the subcontractor's books and records in connection with any costs charged to the Project and included in the price of any change orders.
14. Each subcontractor agrees to work overtime, add manpower, or do whatever is necessary to meet the milestone dates and/or Substantial Completion dates, if in the opinion of Dimeo any of the milestone dates and/or Substantial Completion dates are in jeopardy as a result of such subcontractor.
15. Each subcontractor agrees that if in the opinion of Dimeo, the subcontractor fails to take sufficient action to preserve the milestone and/or Substantial Completion dates after two days written notice from Dimeo, Dimeo may take whatever action he deems necessary to meet the milestone and/or Substantial Completion dates and deduct all costs incurred as a result of such action from the relevant subcontract.
16. Each subcontractor must include in its performance bonds, if required, the language set forth in Items (14) and (15) above.