



GILBANE PROJECT MANUAL

GILBANE JOB NO. J06035.000

Enfield High School Expansion and Renovate as New Bid Package 99B

State Project No. 049-0138 AE/RR

**1264 Enfield Street
Enfield, CT 06082**

October 2, 2015
Volume 1 of 1

Owner
Town of Enfield
820 Enfield Street
Enfield, CT 06082

Construction Manager
Gilbane Building Company
208 New London Turnpike
Glastonbury, CT 06033

Architect
Silver / Petrucelli + Associates
3190 Whitney Avenue
Hamden, CT 06518



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Expansion and Renovate as New

Bid Package 99B Move Services Phase I

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INVITATION TO BID
ENFIELD HIGH SCHOOL
MOVE SERVICES PHASE I
STATE PROJECT NO. 049-0138 AE/RR
GILBANE JOB NO. J06035.000

1. The Town of Enfield acting by and through Gilbane Building Company invites sealed bids for Bid Package 99B Move Services Phase I. Sealed bids will be received at Enfield Town Hall, 820 Enfield Street, Enfield, CT 06082-2997 until 11:00 a.m. on October 15, 2015. Bids will be opened and publicly read aloud immediately following the close of the bid period.
2. For the Phase I move, the Moving Contractor will be responsible for relocating all equipment, furnishings, supplies, musical instruments and materials, etc. associated from the Existing Enfield High School (Wings A and C-1) as identified on the Move plans to the newly constructed STEAM (E wing) and Cafeteria (C-2 Wing). Moving contractor is responsible for moving all existing room contents from the rooms per the timeline and schedule as indicated on the Move plans. The contents will be moved into the same arrangement as they were found (unless otherwise noted) by the moving contractor. The placement of contents must be accomplished in a neat and orderly manner consistent with the way they were organized before being packed. Adequate labeling and records must be maintained to assure this. See the "Move Package Phase 1 Room Assignments". This move package also includes moving certain excess contents from spaces located within the existing Enfield High school to storage spaces/ facilities provided by the moving contractor and to an existing facility (Alcorn School, located about ½ mile from Enfield High school).
3. The prebid meeting will be held at the construction manager's jobsite office trailer, 1264 Enfield Street, Enfield, CT 06082 on October 8, 2015, at 3:00 p.m. Attendance is not mandatory.
4. Complete copies of the Bid Documents are available for download free of charge from <ftp://files.gilbanetech.com>, enter username: EnfieldHS and password: gilbane
5. The Project is being performed under a Construction Manager contractor agreement. Gilbane Building Company is the Construction Manager. Successful bidders will contract with the Construction Manager for the work. Sufficient insurance as described in Article 3 of the sample Short Form Contract Agreement is required.
6. Gilbane Building Company and the Town of Enfield reserve the right to reject any or all bids, without stating reasons therefore, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids and to reject the bid of any bidder if Gilbane Building Company or the Town of Enfield believe that it would not be in the best interest of the Town of Enfield or the project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standards or criteria established by the Town of Enfield and/or Construction Manager. The Town of Enfield and/or Construction Manager reserves the right to waive informalities and to negotiate contract terms with one or more bidders without reopening the bidding process insofar as such negotiations are not violative of applicable competitive bidding statutes or law. In evaluating bids, the Town of Enfield and/or Construction Manager will consider the qualifications of the bidder, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Form of Bid or prior to Notice of Award. The Town of Enfield and/or Construction Manager may consider the qualification and experience of subcontractors and other persons and organizations proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted as provided by the bid documents. The Town of Enfield and/or Construction Manager reserves the right to require, prior to Notice of Award, a statement of facts in detail of the business and technical organization and plant of the bidder available for the contemplated work, including financial resources, present commitments, and experience of the bidder in performance of comparable work.

Gilbane Building Company
Patrick J. Delany
Chief Purchasing Agent I

Dated: October 2, 2015

**GENERAL INSTRUCTIONS TO BIDDERS
FOR THE
ENFIELD HIGH SCHOOL
EXPANSION AND RENOVATE AS NEW
STATE PROJECT NO. 049-0138 AE/RR
GILBANE JOB NO. J06035.000**

1. SUBMISSION OF BIDS:

Bids must be made in accordance with the following instructions and format provided in the Bid Form, and must be fully completed.

2. RECEIPT OF CONTRACT DOCUMENTS:

Upon receipt of the Bid Package the bidder shall immediately check that all documents listed in item 4 of these instructions and all documents listed in the Bid Form have been received. If an item(s) is missing contact the Gilbane Purchasing Department immediately.

3. PRE-BID CONFERENCE:

The Pre-Bid Conference will be held at 3:00 p.m. on October 8, 2015 at Enfield High School, 1264 Enfield Street, Enfield, CT 06082, in the construction manager's office trailer. A walk-through of the schools will follow immediately after the meeting. To the extent possible, questions should be submitted to the Gilbane Purchasing Agent prior to this conference. Agenda items include review of bidding procedure, bid format, schedule, scope, questions and answers. Minutes will be forwarded to all plan holders and published on the Project FTP site.

4. EXAMINATION OF SITE AND CONTRACT DOCUMENTS:

- A. Before submitting a bid, the bidder is required to carefully examine the Contract Documents, visit the site, note existing facilities, conditions and limitations affecting the work to be performed under this Contract. Include all costs for same.
- B. By submitting a bid, the bidder agrees he has examined the Contract Documents, has visited the site, noted all conditions and limitations affecting the work and fully understands the nature of the work, general and local conditions, and accepts the standard Gilbane contract form, a sample of which is included in the bid documents.
- C. By submitting a bid, the bidder agrees that he will not make any claim for damages or additional compensation because of lack of information, or because of any misunderstanding, or because of any misinterpretation of the requirements of the Contract.
- D. The Contract Documents (bid package) include the following:
 - 1. Bid Form
 - 2. General Instruction to Bidders
 - 3. Sample Contract Between Construction Manager and Trade Contractor
 - 4. Supplements (when issued)
 - 5. Pre-Bid Conference Meeting Minutes (when issued)

5. SUBMISSION OF BIDS:

- A. Submit one (1) original bid and one (1) copy of the bid, original signatures are to be on both bid forms, sealed in an envelope plainly marked in the upper left hand corner with the name of the bidder, the words "BID DOCUMENT". The project name and bid package number and name, as well as the bid date and time shall be marked on the lower left hand corner of the envelope. If forwarded by mail or delivery service, the sealed envelope containing the bid must be enclosed in the delivery pouch addressed to:

Gilbane Building Company
c/o Finance Department
Town of Enfield
820 Enfield Street
Enfield, CT 06082

- B. The bids must be received at the above office by the time and date stipulated on the Bid Form. Faxed bids are not acceptable. Late bids will be rejected and returned unopened. All bids will be opened and publicly read aloud immediately following the closure of the bid period.

6. BID BOND:

Not required.

7. PREPARATION OF BIDS:

- A. Bid Forms shall be complete without alterations, erasures, corrections or qualifications.
- B. Bids containing conditions, omissions, alterations, items not called for, or irregularities of any kind, may be rejected for failure to comply with the requirements stated herein.
- C. Include the full business address of the bidder. Signature shall be in longhand and your name typed. Partnerships must sign the bid. In case of a bid submitted by a Corporation, the bid shall be signed by an officer duly authorized to sign on behalf of the Corporation.

8. EXPLANATION TO BIDDERS:

- A. The bidder shall, in the event of any discrepancies, omissions or errors in the Contract Documents, or in the event of doubt on the part of a bidder as to their intent or meaning, direct inquiries in writing to Patrick J. Delany, District Chief Purchasing Agent, 208 New London Turnpike, Glastonbury, CT 06033 or email the questions to: pdelany@gilbaneco.com When using email, type the question in the body of the email, do not attach a separate form.
- B. Where appropriate, interpretations will be confirmed by bid supplement to all known bidders. Information received from other than a published Supplement is not to be included in the bid response.
- C. Such bid supplements, issued during the bidding period, shall be acknowledged on the Bid Form and shall be included in the Contract at the time of award.

9. ACCEPTANCE OR REJECTION OF BIDS:

- A. Bids will be opened publicly and read aloud shortly after the bid closing time.
- B. Gilbane Building Company and the Town of Enfield reserve the right to waive the informality in any bid, to accept any bid, or to reject any and all bids.
- C. Gilbane Building Company and the Town of Enfield reserve the right to award a contract to the bidder considered best qualified for the work. The Town of Enfield and/or Construction Manager may make such investigations as they deem necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town of Enfield and/or Construction Manager all such information and data for this purpose. Gilbane Building Company and the Town of Enfield reserve the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town of Enfield and/or Construction Manager that such bidder is properly qualified to carry out the obligations of the Contract. In considering past performance the Town of Enfield and/or Construction Manager shall evaluate the skill, ability and integrity of bidders in terms of the bidders' fulfillment of contract obligations and of the bidders' experience or lack of experience with projects within the past five (5) years of similar nature, size and scope as the project for which the bids are submitted.

10. FORM OF CONTRACT:

The successful bidder is required to execute an Agreement between the Construction Manager and Contractor in accordance with the sample form in Section 00 52 26 of the Gilbane Project Manual.

After the Construction Manager has received approval from the Owner, the Contractor will be notified that he has been successful. The Contractor shall submit within ten (10) days after receipt, the appropriate insurance certificates, and the executed contracts. Failure to do so within ten (10) days after receipt of contract may be considered default under the obligation of the bid bond.

11. TAXES:

The public project is sales tax exempt in accordance with the State of Connecticut General Statutes. Bids must include all applicable taxes (sales & use, payroll, etc.) in the bid amount.

12. SECURITY FOR FAITHFUL PERFORMANCE:

Not required.

13. INSURANCE:

Each bidder must include in his proposal all cost associated with providing insurance coverage as specified in Article of the Sample Trade Contract Agreement in Section 00 52 26 of the Gilbane Project Manual. Any variation must be shown on a certificate submitted with the proposal for review.

Certificates of Insurance shall be delivered to the Construction Manager within ten (10) calendar days, following receipt of the Notice of Award letter and Contracts.

A Certificate of Insurance must be supplied to the Construction Manager prior to any work commencing in the field.

14. LABOR STANDARDS - EEO:

All Suppliers and Contractors employed on this project are required to implement an Equal Opportunity Program within their organization. Proper steps should be taken to establish non-discrimination because of race, color, creed, sex, or national origin. The President's Executive Order No. 11246 and modifications thereto, as well as all other existing Federal and State Legislation on Equal Employment Opportunities will be adhered to in the carrying out of the Contract.

The Contractor must document that a minimum of 15% minority and 6.9% female labor hours have been employed on the site compared to the total labor hours for the work.

Failure of the Contractor to achieve the minimum goals set forth above, absent documented good faith, shall subject the Contractor to suspension of payments from the Construction Manager until the minimum levels of minority and female hours are obtained or adequate good faith documentation is submitted.

15. SMALL/MINORITY/WOMEN OWNED BUSINESS ENTERPRISES:

Gilbane Building Company and the Town of Enfield encourage participation of State of Connecticut certified small and minority business enterprises (SBE / MBE). The bid package has a twenty-five percent (25%) SBE participation goal and a six and one quarter percent (6.25%) MBE participation goal.

The successful bidder is expected to substantiate the full amount of participation offered within ten days after receipt of Notice of Award. To substantiate the participation initially the Contractor shall submit copies of subcontracts or purchase orders signed by both parties. As the work proceeds and payments are processed, the Contractor shall submit cancelled checks or sworn, subscribed, and notarized affidavits. The total of cancelled checks or sworn, subscribed, and notarized affidavits shall equal the participation commitment.

Failure to substantiate participation required by contract may result in a default under the obligation of the Contract. No monies shall be paid to the Contractor until copies of contracts and/or purchase orders for the full amount of participation have been submitted. Release of retainage will be conditional upon submission of cancelled checks or sworn, subscribed, and notarized affidavits totaling the participation commitment. The value of unsubstantiated participation may be deducted from monies due on the Contractor's account.

S/MBE participation shall be counted toward the goals and/or requirements for this project as follows:

- a) The dollar value of the contract or subcontract awarded to a certified minority or women business enterprise will be counted toward such a goal or requirement in full provided item (c) below is satisfied.

b) In the case of a joint venture with a certified S/MBE, the portion of the dollar value of the contract equal to the percentage of the ownership and control of the joint venture by the S/MBE will be counted toward the applicable goal or requirement provide item (c) below is satisfied.

c) Only expenditures to certified S/MBEs that perform a commercially useful function in the work of a contract or subcontract may be counted toward the applicable goal or requirement. An S/MBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract or subcontract and carries out its responsibilities by actually performing, managing, and supervising the work involved. If an S/MBE subcontracts a greater portion of the work of the contract than would be expected on the basis of normal industry practices, the S/MBE will be presumed not to be performing a commercially useful function and the full amount of the contracted work shall not be counted toward the goal or requirement, rather only that portion which the S/MBE is performing a commercially useful function will be counted. The S/MBE may present evidence to rebut this presumption.

d) Total dollar value of materials and supplies obtained from certified S/MBE suppliers may be counted toward S/MBE goals or requirements, if the manufacturer or material supplier normally works through such agents or representatives; the S/MBE, as regular part of their business activity, represent the manufacturer or materials supplier, and the S/MBE assumes the actual and contractual responsibility for the provision of the materials and supplies. If this situation does not exist, then the S/MBE participation shall be counted only for the markup on such materials and supplies by the certified S/MBE supplier. The value of such participation, which is counted towards the goals or requirements, may be further reduced by a state or government limitation.

16. PROMOTIONAL INFORMATION:

There shall be no information divulged concerning this Project to anyone including, for example, information in application for permits, variances, and other approval except such as is necessary to secure the same provided that all such applications shall be first submitted to the Construction Manager for approval by the Owner. The Contractor shall not further refer to the Project in any of his promotional materials without the Owner's prior written consent obtained through the Construction Manager.

PROPOSAL FORM
FOR
ENFIELD HIGH SCHOOL



GILBANE JOB NO. 11.6035.000
STATE PROJECT NO. 049-0138 EA/RR
BID PACKAGE No. 99B – Move Services Phase I

PRE-BID CONFERENCE: October 8, 2015
TIME: 3:00 p.m.

PROPOSAL DUE DATE: October 15, 2015
TIME: 11:00 a.m.

LOCATION: Jobsite Office Trailer
1264 Enfield Street
Enfield, CT 06082

LOCATION: Town of Enfield
820 Enfield Street
Enfield, CT 06082

DEADLINE FOR SUBMISSION OF QUESTIONS: October 14, 2015

To: Gilbane Building Company c/o
Town of Enfield
Purchasing Department
820 Enfield Street
Enfield, CT 06082

FIRM NAME:

_____ the undersigned

A. Proposes to furnish all labor, materials, equipment and services as required to satisfactorily complete all **Move Services Phase I** herein described as Bid Package No. **99B** as required for the construction and renovations activities at Enfield High School, all in accordance with the bid documents, and this Proposal Form.

B. All work required by the foregoing documents will be accomplished for the Lump Sum Bid Price of

_____ Dollars (\$ _____).

(Show amount in both words and figures. In case of discrepancy, amount shown in words will govern.)

The Lump Sum Bid Price above INCLUDES all applicable sales and/or use taxes and INCLUDES all insurance premiums required to meet contractual insurance requirements.

C. Bidder agrees that if written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the Proposal Due Date, or any time thereafter before it is withdrawn, the undersigned shall meet a representative of the Gilbane Glastonbury office or a mutually agreed upon location to execute the Contract. The appropriate insurance certificates must be delivered to the Construction Manager at the time of

execution of the Contract. Failure to execute said contract within ten (10) days after receipt of Notice to Award may be considered a default under the obligation of the bid.

D. The above price includes all stipulations and requirements of the following Supplements:

Supplement ___ dated _____
Supplement ___ dated _____
Supplement ___ dated _____

which have been received and accepted by the undersigned. Note that it is incumbent of the bidder to include all Supplements issued in the bid. Failure to acknowledge a supplement does not relieve the bidder from the requirements of the supplement.

E. MILESTONE SCHEDULE DATES

- 1. Anticipated Date of Contract Award October 29, 2015
- 2. Distribute boxes and supplies November 19, 2015
- 2. Commence Work for the Proposal..... November 25, 2015
- 3. Bid Package Substantial Completion..... November 30, 2015

F. UNIT PRICES

Unit Prices shall be used, where applicable, to make adjustments to the cost of the Work due to changes. All Unit Prices submitted shall be complete prices (unless noted otherwise) and include all costs for overhead, profit, labor, materials, equipment, and any other incidentals related to the completion of the Work, and shall remain firm for the period of the contract. Unit prices listed are for additive work. Deductive unit prices in all cases are to be calculated the same as additive unit prices (100% if used in conjunction with an allowance).

UNIT PRICES:

- 1. (1) Vehicle & (1) Driver(hourly rate) \$ _____/Hr
- 2. Legal Tote Boxes \$ _____/Ea
- 3. Large C-BINS \$ _____/Ea
- 4. Monthly Rental Fee of 2,500 SF for off-site temporary Storage \$ _____/Month

Provide labor rates which may be used, subject to review and approval, in pricing any extra work that may be required. Rates are to be complete billing rates and are to include actual wages, taxes, fringes, insurance, small tools and incidentals and **15%** overhead and profit (combined). Base price on current rates in effect at time of bid. Complete the attached Wage Rate Breakdown Form for each classification of worker anticipated to work on the Project.

G. ALLOWANCES

The Bidder includes the following Allowances in the total Lump Sum Amount of the Base Bid for this Bid Package. The following allowance amounts include the Contractor’s cost of materials less applicable discounts,

delivery to the site, applicable taxes, unloading, handling, installation, allowable overhead and profit. All other costs associated with completing the work described in the allowance is included in the base bid but outside of the allowance amount.

ALLOWANCES:

- 1) Two Hundred Forty (240) man-hours of Mover time to provide miscellaneous mover work as directed by the Owner. This is in addition to the requirements of the Base Bid.

Mover: \$ _____/Hr x 240 = \$ _____
 Total Allowance included in Bid: \$ _____

H. COST AND QUANTITY BREAKDOWN

In order to properly evaluate the Proposal, provide the following information. The Scope of Work to be awarded will not be influenced by the cost and quantity information requested here.

1. **COST BREAKDOWN**

Total Material \$ _____
 Total Labor Cost \$ _____
 Total Subcontractor/Equipment Cost..... \$ _____
 Allowances..... \$ _____
 Total Applicable Sales and Use Taxes..... \$ _____
 Total Bid \$ _____
 Total Estimated On-Site Man-hours _____

2. **QUANTITY BREAKDOWN** (Note: The items listed below are not intended to be an all inclusive listing, but merely to highlight some items of work.)

THE INFORMATION LISTED BELOW IN THE QUANTITY BREAKDOWN SECTION IS REQUIRED AT THE TIME OF BID SUBMISSION.

<u>Item</u>	<u>Quantity</u>	<u>Total Cost</u>
Safety	Lump Sum	\$ _____
Existing Shop Equipment Move	Lump Sum	\$ _____
E Wing Move	Lump Sum	\$ _____
C Wing Move	Lump Sum	\$ _____
Temporary 2,500 SF off- site storage facility	12 months	\$ _____
Allowance	Lump Sum	\$ _____
Other	Lump Sum	\$ _____
Total Bid	Lump Sum	

I. SCOPE OF WORK

1. Description of Work Included

Except for those items (if any) specifically noted in the section below entitled "Description of Work Excluded", the Work of this Bid Package shall INCLUDE all of the following:

- a. The following "Significant Items of Work" are related to those required by the above referenced documents and are to be provided under, and hereby form a part of, the Scope of Work of this Bid Package (Contract). Should any conflict exist between this written scope of work and the scope of work inferred by the bid documents, this scope of work shall govern. All items are furnished by this Contractor unless noted otherwise.
 1. Contractor will not be allowed to begin work on the project until the following items have been submitted: Signed Contract, Certificate of Insurance with attached additional insured endorsement(s), written Safety Program.
 2. Any payment for overtime work, if authorized as an extra, is for labor, and not for equipment provided on job during regular shifts for base contract work. Contractors are obligated to perform contract, change order and/or time and material work on overtime or during off hours when so directed by the Construction Manager. Contractors are obligated to provide the additional labor as required to perform change order work as needed to maintain progress and meet base contract schedule requirements. If additional work is requested, authorized and directed to be performed on a time and material basis or otherwise during regular hours, the Contractor shall provide the necessary manpower to perform the work during regular hours without impacting the progress of contract work.
 3. PARKING POLICY: Contractors will be allowed to park on site within the project limits only.
 4. Temporary toilet facilities will be provided by others at the site for the Contractor's use.
 5. The Move Contractor is responsible for relocating all equipment, furnishings, supplies, musical instruments and materials, etc. associated with two buildings, Enfield High School & Fermi High School, from within various rooms as identified on the Move plans. All items are to be removed from the rooms per the time schedule as indicated on the Move plans, and moved into the same arrangement as they were found (unless otherwise noted) by the Contractor. The placement of contents must be accomplished in a neat and orderly manner consistent with the way they were organized before the movers packed. Adequate labeling and records must be maintained to assure this. See attached "Move Package Phase 1 Room Assignments".
 6. Provide a complete plan for moving services including tagging, color coding, labeling, protection of; floors, building equipment, finishes, walls and doors. This must be submitted to the Owner's representative for review and approval prior to the commencement of the move.
 7. All of the materials removed from the rooms must be labeled and "mapped" as appropriate to assure they are moved to the correct rooms and installed in the correct location.

8. Existing file cabinets being re-used by the present staff members will be moved with the contents inside. Proper handling is therefore required so the file cabinets are not damaged or the contents disturbed.
9. Pre-Move - There will be mandatory walk-through inspections of the old and new sites by the Construction Manager and the Contractor before the start of the moves to check the conditions of the buildings and the inventory to be moved. The Contractor shall provide all the necessary tools and materials to ensure that all of the inventory can be moved on a timely basis. It is the responsibility of the Contractor to verify the inventory to be moved during the walk through.
10. The on-site moving supervisor must have a cell phone and give that number for communication to the Construction Manager's staff. Notify Construction Manager's staff, if for any reason, the actual start time is past the given time. There will be a daily sign in and out sheet for all movers and supervisors.
11. Contractor is required to provide a truck of sufficient size and an adequate number of movers/crews must be available to move all identified/labeled equipment, materials and contents.
12. Built in casework, such as within the science classrooms and the perimeter of the media center or any shelving fastened to the wall, is are not required to be moved.
13. Provide floor protection at the new building corridor floors to assure no damage to the finish will occur. This will be a minimum of reinforced kraft paper. Adhesive backed protection materials are expressly prohibited.
14. Coordinate elevator access with Construction Manager's Move Specialist.
15. Contractor shall coordinate with the Construction Manager's Move Specialist and Owners Representative and shall attend **pre-move meetings**. These meetings will be to coordinate the move with the existing construction renovation project. The Contractor will provide a full time on-site supervisor during the course of onsite operations to coordinate the work of his forces. This person's sole function will be to facilitate the move and communicate with the Construction Manager's Move Specialist and Owner's Representative. This person shall not be part of the workforce.
16. Perform a **pre-move seminar** for all teachers and administration personnel. At this seminar individual moving instructions supplied by the Contractor will be distributed to individual teachers and others regarding information about packing any personal belongings. The Contractor shall provide the required cardboard storage boxes for the teachers to pack their personal belongings. These boxes must be delivered to the classroom at a pre-designated time, approximately 2 weeks before move date.
17. Include packing Book Storage Room(S-12).
18. Survey the existing conditions prior to submitting a bid for this project. No additional compensation will be provided for items not identified during the survey. Submission of a signed bid acknowledges that the bidder has surveyed all existing conditions. **The survey will be performed at the pre-bid conference on October 8, 2015.**
19. Deliver all items to the room/area indicated on the moving label. The Construction Manager's Move Specialist will be responsible for developing a move logistics plan and posting room tags (unless final signage is already in place final) identifying each room.

A final move punchlist walkthrough will be performed and signed off by Mover Supervisor and Construction Manager's Move Specialist.

20. For all computers within the indicated move areas, the Contractor shall label, wrap, and pack each piece of equipment carefully; equipment will be moved, unpacked and placed in its original condition. All computer cables will be unplugged by others prior to the start of the move. All reconnections will be done by others. Develop a list of PCs, printers, and other data equipment to be moved during their pre-bid walk-through. The count of computing equipment will be confirmed before move date. Provide zip lock type bags in which to put keyboard, mouse, speakers and equipment accessories. Computer carts or commercial bins will be used for all data equipment. Each component of data equipment must be blanket-wrapped, placed in a computer cart or bin and shrink -wrapped before being loaded on a moving truck.
21. Relocate the (2) kilns in the art rooms to final classroom locations. Utility disconnection/reconnection to be performed by others.
22. Include moving of Art supplies.
23. Relocate musical instruments and musical storage units. Include special handling to ensure instruments are relocated and placed back in original condition.
24. Science Chemicals will be relocated and/or disposed of as part of the Movers responsibility.
25. Contractor is solely responsible for relocating existing shop equipment. Equipment is located in multiple locations/buildings (Enfield High School & Enrico Fermi High School). Final connection and startup of existing equipment to be performed by others. Pictures of existing equipment available upon request. Refer to Existing Equipment List for additional information.
26. Include moving any furniture, files or items labeled as "Alcorn Storage" to the Thomas Alcorn Elementary School(Town Storage Facility) located at 1318 Enfield St, Enfield, CT 06082.
27. Provide off-site storage for the balance of furniture and equipment , temporarily for a period of approximately one year at a storage facility. Include the return of the furniture to Enfield High at a later date. Include 2,500 sf of storage space and provide monthly rental under unit pricing.
28. All temporary identification labels must be completely removed upon the completion of the moves.
29. Any duly authorized extra work shall be documented on time & material slips and must be submitted on a daily basis for work performed. The time & materials slips must be verified and signed by the Construction Manager's Move Specialist and the Owners representative to be considered for payment. Unsigned slips will not be considered.
30. Boxes and Crates - Provide pop & pack boxes and other appropriate packing material for the staff to pack classroom and office belongings (tape, bubble wrap, paper wrap, pc bags, etc.). Include all boxes in the bid as may be required. During the walk through of the schools determine the quantity of boxes needed for the moves. Provide labels sufficient for identifying all boxes, furniture, and equipment.

31. Remove all boxes and other packing material from the premises after Contractor's personnel and/or school staff, have unloaded the contents. Post move service is to be included in the Base Bid.
32. Dispose of any items clearly marked as "trash" to jobsite dumpsters. Dumpsters are provided by others.
33. All vacated areas must be left broom clean.
34. For Post-Move: Provide customer service to pick up and dispose of empty boxes and to locate misdirected items upon the staff's return to school in each school.
35. The above listed items are not intended to be an all-inclusive listing of the specified Contract Scope of Work, but merely to highlight the major items of work.

2. Description of Work Excluded

1. Cost of Dumpsters
2. Utility/Equipment disconnections and connections.

J. CONTRACT DRAWINGS

1. The following Phase 1: Move Plan("MP") drawings are included in the Scope of Work of this Bid Package.

<u>Dwg. #</u>	<u>Description</u>
MP-1	Enfield High School Move Reference Plans- Areas E Lower Level
MP-2	Enfield High School Move Reference Plans- Areas C Lower Level
MP-3	Enfield High School Move Reference Plans- Areas E First Level
MP-4	Enfield High School Move Reference Plans- Areas C First Level
MP-5	Enfield High School Move Reference Plans- Areas E Second Level
MP-6	Enfield High School Move Reference Plans- Areas E Third Level

2. Enfield High School Move Services Package: Phase 1 Room Assignments dated 9/28/15
3. Enfield High School Move Services Package: Phase 1 Existing Equipment List dated 9/23/15

K. The undersigned represents that this Proposal is made in good faith, without fraud, collusion, or connection of any kind with any other bidder of the same work, that he is competing in his own interest and in his own behalf, without connection of obligation to any undisclosed person, that no other person has any interest in regard to all conditions pertaining to the Work and in regard to the place where it is to be done, has made his own examination and estimates and from them makes this Proposal.

The undersigned represents that he has reviewed the Trade Contract Agreement issued as part of the bidding documents, agrees that if selected for award he will execute the Trade Contract Agreement without exceptions, exclusions, qualifications, clarifications and/or alterations, and is authorized to make such representation on behalf of the Bidder.

The undersigned represents that he has reviewed the insurance requirements in Article 3 of the Trade Contract Agreement, has included all costs to fully comply with same, and is authorized to make this representation on behalf of the Bidder.

Bidder: _____
(Legal Signature) (Type/Print Name)

(Title)

Firm: _____

Address: _____

Business Phone No.: (____) _____

Business Fax No.: (____) _____

This bidder is a (an): Individual, Partnership, Corporation

Current Experience Modification Rating **Federal ID#** _____

OSHA Incident Rates: Recordable

List here by title and number all licenses held by the bidder associated with the performance of this work.

License Title	License Number
_____	_____
_____	_____
_____	_____

Indicate the name of the health plan(s) to which benefits will be paid for all employees working on this project. _____

NOTE: This Proposal must bear the written signature of the Bidder.

- a. If the Bidder is an Individual doing business under a name other than his own name, the Proposal must so state, giving the address of the Individual.
- b. If the Bidder is a Partnership, the Proposal must so state, setting forth the names and addresses of all Partners, and must be signed by a Partner so designated as such.
- c. If the Bidder is a Corporation, the Proposal must be signed by a duly authorized officer or agent of such Corporation.

BREAKDOWN OF HOURLY RATES

WORKERS TITLE: _____

	STRAIGHT TIME	ADD for 1 ½ TIME PREMIUM	ADD for DOUBLE TIME PREMIUM
BASE WAGE RATE			
F.I.C.A.			
F.U.T.A.			
S.U.T.A.			
GEN. LIABILITY INS.			
WORKER'S COMP. INS.			
WELFARE FUND			
PENSION FUND			
APPRENTICE FUND			
VACATION FUND			
ED. & CULT. FUND			
DEFERRED INCOME FUND			
PAID HOLIDAYS			
OTHER: _____			
SUBTOTAL			
OVERHEAD & PROFIT (15%)			
TOTAL			



Gilbane Building Company
Short Form Contract Agreement

Agreement # J06035-00039-000
Made as of 08/28/2015
Vendor # SAMVE001
Description: Sample Short Form Contract

Between The Construction Manager:

Gilbane Building Company
208A New London Turnpike Glastonbury, CT 06033 US

And the Trade Contractor:

Sample Vendor
7 Jackson Walkway Providence, RI 02940 US

The Project Name:

Enfield Consolidated High School
1264 Enfield Street Enfield, CT 06082 US

The Owner Name:

Town of Enfield, CT
820 Enfield Street Enfield, CT 06082 US

The Architect Name and contact:

Silver Petrucelli + Associates
Robert Washburn



ARTICLE 1

THE WORK

1.1 The Trade Contractor and the Construction Manager agree that the materials and equipment to be furnished and the work to be done by the Trade Contractor are as follows:

Scope of Work Here

1.2 The Trade Contractor shall be held accountable for the following project related responsibilities: Furnish all labor, supervision, equipment, material, supplies, tools, scaffolding, hoisting, transportation, unloading and handling; do all things required to complete the work described on the project.

ARTICLE 2

THE CONTRACT SUM

2.1 The Construction Manager agrees to pay the Trade Contractor for the satisfactory performance of the work the total sum of:

ZERO DOLLARS 0/100

Contract Amount: \$.00

Diverse Business participation: \$.00

Contract Sum Here

Unit Prices Here

Allowances Here

2.2 In current funds subject to additions and deductions for changes, as may be agreed upon, and to make payments on account thereof as follows:

In lieu of condition precedent identified below, payment shall be made in monthly progress payments, Net 30 days.

2.3 It is specifically understood and agreed that the payment to the Trade Contractor is dependent, as a condition precedent, upon the Construction Manager receiving contract payments from the Owner. Payments will be made to the Trade Contractor by electronic funds transfer within seven (7) calendar days after receipt of payment by the Construction Manager from the Owner.

ARTICLE 3

INSURANCE

3.1 Before the earlier of commencement of its Work, entering the Project site (at any time), or ten (10) days after signing the Trade Contract Agreement, Trade Contractor shall provide the insurance required in this Article with insurers rated (A-) or better. If the Project is insured by a wrap-up insurance program, then Trade Contractor should refer to the Project wrap-up manual (incorporated herein as a Contract Document) for any additional insurance obligations. All insurance required of Trade Contractor in this Article are only minimum requirements, should be denominated in US Dollars and are required to the extent permitted by law. Trade Contractor shall require its subcontractors of all tiers to meet the same insurance obligations as are required of it in this Agreement. The insurance required in this Article shall be maintained continuously until final payment is made to Trade Contractor for its Work except that any commercial general liability, excess liability, pollution liability and professional liability insurance required in this Article shall be further maintained continuously until the later of the period of the statute of limitations or the statute of repose for the types of claims covered by the particular policy type. However, if any professional or pollution liability insurance provided in accordance with this Article is provided on a project specific basis, then coverage shall be placed until final payment is made to Trade Contractor and shall include an extended reporting period for a term no less than five (5) years after such final payment. Construction Manager reserves the right to consider any insurance not in compliance with this Article as a material breach of contract.

It is solely Trade Contractor's obligation to ensure that it provides the appropriate insurances required in the jurisdiction(s) in which the Work is being performed, and that it has included all relevant costs. Trade Contractor waives any rights it has against Construction Manager for premiums, claims, penalties or other costs incurred as a result of Trade Contractor's failure to provide insurance required by law. Trade Contractor shall review US federal law and those of the fifty states, in addition to any laws of jurisdictions outside of the US.

(a) **Workers Compensation and Employer's Liability.** Trade Contractor shall provide workers compensation and employer's liability insurance in any jurisdiction(s) where the Work is being performed. When performing Work in Washington, North Dakota, Ohio, Wyoming, Puerto Rico, the Northern Mariana Islands

or Guam, Trade Contractor shall provide evidence of ‘stop gap’ insurance in addition to workers compensation. Trade Contractor shall require any firm providing labor services to it to meet all the same workers compensation and employer’s liability coverages as are required of Trade Contractor in this Article. If Trade Contractor is providing labor services to Construction Manager, then it shall name Construction Manager in an alternate employer endorsement to its workers compensation coverage.

(b) **Commercial General Liability (“CGL”).** Trade Contractor shall provide CGL coverage equivalent to the most recent edition of the ISO CG 00 01 occurrence form and shall include coverage for explosion, collapse and underground hazards (the “XCU” hazards), contractual liability, work of its independent contractors, premises-operations, products-completed operations, personal and advertising injury, and claims for damages because of injury to, or destruction of, tangible property including loss of use resulting thereof. The CGL insurance shall include insured contract coverage including indemnity for damages or injuries to the Trade Contractor’s employees(s) and shall not exclude any Additional Insured’s (“Additional Insured” as defined in paragraph (h)) claims pertaining to damages or injuries to the Trade Contractor’s employee(s). The coverage limits required are \$1 million per occurrence, \$2 million general aggregate and \$2 million products-completed operations aggregate.

(c) **Business Automobile Liability Policy (“BAP”).** Trade Contractor shall provide BAP insurance to include coverage for claims for damages due to bodily injury or property damage arising out of the Work and due to the ownership, maintenance, or use of any owned, non-owned or hired auto. If Trade Contractor will be hauling or transporting any hazardous materials, then this insurance shall include the most current version of the ISO CA 99 48 broadened pollution liability endorsement, or its equivalent, and the MCS-90 shall be attached to the policy. The coverage limits required are \$1,000,000 combined single limit for each accident.

(d) **Excess or Umbrella Liability.** Trade Contractor shall provide occurrence-based follow-form excess (or umbrella) liability insurance which shall provide coverage excess over its employer’s liability, CGL and BAP insurance and include coverage limits of \$1,000,000 each occurrence and \$1,000,000 annual aggregate.

(e) **Professional Liability.** Trade Contractor shall provide professional (“errors and omissions”) liability insurance if its Work includes professional services. Professional services for purposes of this Article include, but are not limited to, performing: architecture, engineering, landscape architecture, land surveying or planning, geological investigation, interior design/space planning, preparation and signing or stamping of drawings, maps, surveys or construction specifications, consulting, or design and development of computer software, programs or websites by the Trade contractor or by subcontractors on behalf of the Trade Contractor. The retroactive date shall precede the start of any Work. The minimum coverage limits required are \$1,000,000 each claim and \$1,000,000 annual aggregate.

(f) **Contractor’s Pollution Liability.** Trade Contractor shall provide contractor’s pollution liability insurance if Work includes pollution services. Pollution Services for purposes of this Article include, but are not limited to, performing: investigation and characterization of contamination of land, groundwater or structures, demolition of structures, abatement of lead paint, asbestos or mold, remediation of contaminated soil or groundwater including transportation and disposal of contaminated media, installation or removal of underground storage tanks, or any storage, transportation or disposal of materials that are hazardous or regulated under environmental laws by the Trade Contractor or by subcontractors on behalf of the Trade Contractor. If any such scope of work includes mold/fungus remediation, then the contractor’s pollution liability insurance shall include mold/fungus liability coverage in the amount of the contractor’s pollution limits required herein. The retroactive date for this coverage shall precede the start of any Work. The minimum coverage limits required are \$1,000,000 each occurrence and \$1,000,000 annual aggregate.

(g) **Contractor’s Equipment; Property.** Trade Contractor shall maintain property insurance coverage covering its tools, equipment and other business or personal property, whether owned, rented or borrowed, the capital value of which is not incorporated into the cost of the Work. To the extent that Trade Contractor carries any installation floater, transit coverage and/or off-site insurance applicable to its Work, such insurance shall include Construction Manager and Owner as a loss payee. Such insurance shall be primary insurance without any contribution from any other property insurance, including builder’s risk insurance, available to the Trade Contractor, Construction Manager and/or Owner.

(h) **Additional Insured.** For purposes of this Article “Additional Insureds” shall mean (i) the Construction Manager (and its partners if Construction Manager is a joint venture or members if it is an LLC), (ii) Owner, (iii) both Owner and Construction Manager’s officers, directors and employees, (iv) any person or entity requested by Construction Manager or Owner and (v) and any other person or entity required to be added as an additional insured by the Contract Documents. The Additional Insureds shall be named as additional insureds to Trade Contractor’s CGL (for both ongoing and completed operations), BAP, excess liability, umbrella liability and contractor’s pollution liability insurance. Such additional insured coverage shall be provided on a primary basis without contribution from any other insurance, including self-insurance, afforded to the Additional Insureds. Any additional insured coverage required in this paragraph shall remain in effect after Construction Manager’s acceptance of Trade Contractor’s Work and from the date of such acceptance until three years thereafter. The CGL additional insured coverage required in this paragraph shall be provided on the most recent versions of the ISO forms CG 20 10 and CG 20 37, or their equivalent(s), unless an alternative is approved by Construction Manager. Any of Trade Contractor’s excess or umbrella liability policies shall be expressly endorsed to state that coverage for the Additional Insureds is primary and that the insurer will not seek contribution from any other insurance available to the Additional Insured.

(i) **Self-Insured Retentions (SIR’s); Deductibles.** Any costs not covered due to self-insured retentions (“SIR’s”) or deductibles applicable to any insurance required of Trade Contractor by this Trade Contractor Agreement are the sole responsibility of the Trade Contractor. Trade Contractor could be disqualified from the Project if any SIR is deemed by the Construction Manager to be excessive. Trade Contractor shall be considered a self-insurer with respect to its additional insured obligations under paragraph (h) for any self-insured retention or deductible applied by its insurer to any of the Additional Insureds.

(j) **Certificates of Insurance.** Trade Contractor shall evidence its compliance with the insurance obligations in the Contract Documents through the issuance of certificates of insurance to Construction Manager. Certificates evidencing CGL coverage shall include a copy of the additional insured coverage being provided to the Additional Insureds under the CGL. Construction Manager’s acceptance of any certificate of insurance or coverage provision in no way waives Construction Manager’s right to later assert that Trade Contractor did not provide insurance in conformance with the Contract Documents. If Trade Contractor fails to comply with the provisions in this Article, then Construction Manager may withhold monthly progress payments and purchase the insurance on behalf of the Trade Contractor, at Trade Contractor’s expense. Upon request, Trade Contractor shall provide Construction Manager with a certified copy of any insurance policy applicable to coverage required of Trade Contractor in the Contract Documents. Trade Contractor shall provide immediate written notice to Construction Manager and Owner upon the

reduction of any limits or coverage required of it in the Contract Documents.

(k) **Waiver.** Trade Contractor agrees to waive any right of action against Construction Manager (and its partners if CM is a joint venture or its members if an LLC) and Owner (collectively the "Waiver Parties") for recovery of loss and/or damages to the extent covered, or that should have been covered, by Trade Contractor's workers compensation and/or professional liability insurance required under the Contract Documents. Such waivers shall also apply to any project specific insurance procured by Trade Contractor for the Project.

ARTICLE 4

HOLD HARMLESS

4.1 HOLD HARMLESS: For ten (\$10.00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Trade Contractor agrees to indemnify and hold harmless the Construction Manager, the Owner, the Architect/Engineer, and all of their agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance or failure in performance of the Trade Contractor's Work under this Agreement provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, (2) to the extent caused by any negligent act or omission of the Trade Contractor or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts the Trade Contractor may be liable, regardless of whether caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In any and all claims against the Construction Manager, or any of its agents or employees, by any employee of the Trade Contractor, or anyone directly or indirectly employed by the Trade Contractor, or anyone for whose acts he may be liable, the indemnification obligation under this paragraph 5.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Trade Contractor under Worker's compensation acts, disability benefit acts, or other employee benefit acts.

4.2 The Trade Contractor agrees to obtain, maintain, and pay for such contractual liability insurance coverage and endorsements as will insure the indemnification obligation of the Trade Contractor pursuant to paragraph 4.1 above.

4.3 For ten (\$10.00) dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, and to the fullest extent permitted by law, the Trade Contractor agrees to defend, indemnify and hold harmless, the Construction Manager, the Owner, the Architect/Engineer, and all of their agents and employees from and any and all against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from any of the following:

- any act or omission of the Trade Contractor or any of its Trade Subcontractors, of any tier or any person or entity for whose acts or omissions any of them may be liable;
- the inaccuracy of any warranty or representation by the Trade Contractor given in accordance with or contained in the contract documents;
- any breach of this agreement by the Trade Contractor and/or its Trade Subcontractors of any tier;
- any claims by employees of the Trade Contractor and/or its Trade Subcontractors of any tier, including, without limitation, those alleging employment discrimination or sexual harassment;
- any claims of the Trade Subcontractors of any tier, including without limitation, those for additional compensation and claims against the Trade Contractor's or Construction Manager's bond; or
- any other wrongful or negligent act or omission of the Trade Contractor or any of its Trade Subcontractors, of any tier or any person or entity for whose acts or omissions any of them may be liable.

The provisions of this subparagraph 4.3 and the obligations of the Trade Contractor hereunder shall survive Final Completion and Termination of this Agreement.

ARTICLE 5

5.1 Should the Trade Contractor become insolvent, or at any time, refuse or neglect to supply a sufficiency of properly skilled workers, or equipment and materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the Construction Manager shall be at liberty, after 48 hours written notice to the Trade Contractor to provide any such labor, equipment, and materials and deduct the cost thereof, from any money then due or hereafter to become due to the Trade Contractor, under this Agreement. If such refusal, neglect, or failure is sufficient grounds for such action, the Construction Manager shall also be at liberty to terminate the employment of the Trade Contractor.

5.2 In the event the Trade Contractor employs independent contractors, as well as payroll labor, to discharge its obligations hereunder, the Trade Contractor acknowledges and understands that it does so at its own risk and that federal, state and/or local agencies may dispute the independent contractor status and assess penalties, fines, and costs should there be a determination to reclassify such workers. In that event, the Trade Contractor agrees that it will defend, indemnify and hold the Construction Manager and the Owner harmless from any fines, costs, damages, penalties, attorneys fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.

ARTICLE 6

6.1 During the performance of this Agreement, the Trade Contractor agrees not to discriminate against any employee or applicant for employment because of race,

color, religion, sex, or national origin. The Trade Contractor will take affirmative action to insure that applicants are employed without regard to their race, color, religion, sex, or national origin. The Trade Contractor will comply with all provisions of executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973, as Amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as Amended, (38 U.S.C. 4212) and their implementing regulations at 41 CFR Chapter 60.

6.2 The E.E.O. Certificate of Assurance (Exhibits A, and where applicable A-1 through A-4) is attached hereto and incorporated herein as if made a part hereof.

ARTICLE 7

7.1 Notwithstanding the above, the Construction Manager reserves the right to terminate this Agreement for its convenience upon written notice to the Trade Contractor. In such instance the Trade Contractor will be paid its share of the contract amount proportionate to the percentage of its work complete and other reasonable cancellation costs incurred as a result of said termination. No payments shall be made for anticipated overhead and profit. Prior to making any payments under this clause, the Construction Manager shall have the right to audit the records of the Trade Contractor.

ARTICLE 8

8.1 This Agreement, together with all documents, specifications, drawings, incorporated herein by reference, constitute the entire Agreement between the Construction Manager and Trade Contractor. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. This Agreement supersedes any and all written representations, inducements or understandings of any kind or nature between the parties hereto, relating to the particular project involved herein.

8.2 If any provision of the Contract Documents shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

ARTICLE 9

9.1 The Trade Contractor shall save and keep the Construction Manager, the Owner and the Owner's property free from all mechanics' and materialmen's liens and all other liens and claims, legal or equitable, arising out of the Trade Contractor's work hereunder. In the event any such lien or claim is filed by anyone claiming by, through, or under the Trade Contractor, the Trade Contractor shall remove and discharge same, by bonding or otherwise, within five (5) days of the filing thereof.

ARTICLE 10

10.1 TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE TRADE CONTRACTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE TRADE CONTRACTOR MAY BE A PARTY ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT OR THE ENFORCEMENT THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE TRADE CONTRACTOR AND THE TRADE CONTRACTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THE TRADE CONTRACTOR FURTHER REPRESENTS THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH INDEPENDENT LEGAL COUNSEL. Notwithstanding the foregoing, in the event any litigation hereunder includes the Owner as a third party whether by impleader or otherwise, and the Owner has not waived right to trial by jury, this provision shall be deemed to be of no force and effect.

Diverse Business Participation

Name	Classification	Amount

Cost Distribution

Job	Phase/Category Code	Description	Amount
J06035.000	20.200.890821.Z OA	Final Cleaning	\$0.00

Attachments

Number	Title	Date	Description

EXHIBIT A
CERTIFICATE OF
EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

The Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirements of Executive Orders No. 11246, 11701 and 11758 as amended, or will take steps to comply with such requirements prior to acceptance of any contract or purchase order from Gilbane Building Company ("the Company"). This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for services or materials exceeding the applicable amount and so long as required by Executive Orders No. 11246, 11701 and 11758, as amended, and regulations issued thereunder by the Office of Federal Contract Compliance.

During the performance of this contract, the Contractor agrees as follows:

1. EQUAL OPPORTUNITY CLAUSE (Applicable to contractors with \$10,000 or more in contracts under Executive Order No. 11246)

1.1 The Contractor will not discriminate against any employee or applicant because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

1.3 The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

1.5 The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

1.6 In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempt by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; providing, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. CERTIFICATE OF NON-SEGREGATED FACILITIES (Applicable to contractors with \$10,000 or more in contracts under Executive Order 11246)

Contractor does not maintain or provide for its employees any segregated facilities at any of its establishments, and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, "segregated facilities" mean any waiting rooms, work areas, rest rooms and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.



Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods) .

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NON-SEGREGATED FACILITIES

A certificate of non-segregated facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

3. AFFIRMATIVE ACTION COMPLIANCE PROGRAM (Applicable to contractors with 50 or more employees and \$50,000 or more in contracts under Executive Order 11248)

Contractor agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by 41 CFR 6-1.40.

4. EMPLOYERS INFORMATION REPORT (Applicable to contractors with 50 or more employees and \$50,000 or more in contracts under Executive Order 11246)

Contractor has filed: Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report" (EEO-1); or EEOC Form 164, State and Local Government Information (EEO-4); or EEOC Form 68A and B, Elementary-Secondary Staff Information (EEO-5); or EEOC Form 221, Higher Education Staff Information (EEO-6), as required by 29 CFR 1602.3 and 41 CFR 6-1.7.

5. EMPLOYMENT OF VETERANS (Applicable to contractors with \$10,000 or more in contracts under Executive Order 11701)

Contractor agrees and certifies that it will comply with the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected Veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected Veterans.

6. EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES (Applicable to contractors with \$2,500 or more in contracts under Executive Order 11758)

Contractor agrees and certifies that it will comply with the Affirmative Action Clause set forth in 41 CFR 60-741.4 to promote affirmative action in the employment and advancement of qualified individuals with disabilities. This contract clause is incorporated herein by reference.

The person(s) whose signature(s) appear(s) below is/are authorized to sign this certificate, and to commit the applicant to the applicable provisions.

In witness whereof they have hereunder set their hands the day and date first above written.

Signatures

Sample Vendor
Trade Contractor

By:	DRAFT
Title:	
Company:	
Date:	
Printed Name:	

Gilbane Building Company
Construction Manager

By:	DRAFT
Title:	
Company:	
Date:	
Printed Name:	

CONTRACTOR'S SWORN STATEMENT

State of _____

County of _____ SS.

To all whom it may concern

_____ of City of _____ County of _____, and State of _____, being duly sworn, deposes and says that he is the _____ of the _____ hereinafter called the Contractor; and being duly authorized makes this statement its behalf; that the Contractor in the performance of a certain contract dated _____ with _____ (Owner) for the _____ (Work), Architect/Engineer's Job No. _____, furnished labor or materials or both, supervision of move services at the following property, viz: _____ in the City of _____, County of _____, State of _____; that the following are the names of every person, firm or corporation furnishing material to, and of every unpaid laborer of and of every Subcontractor for, said Contractor in connection with said contract, and that the amounts due or to become due to such Subcontractors, persons, firms, corporations, laborers and others, for work done and materials furnished to the date of _____ are fully and correctly set forth opposite their names respectively; and that all other statements herein contained are true and correct.

SUBCONTRACTS

Name	Total Net Amount of Subcontract	Total Net Amount Earned to Date	Total Paid	Amount Included in This Application

MATERIALS

Name	Purchase Price of Material Furnished	Paid	Balance

LABOR

Name	Amount Due

Any deponent further says that the Contractor ____ has ____ not employed, or procured material from, or subcontracted with, any person, firm or corporation other than those above mentioned, for labor or material for said building, other than the sums above set forth.

Subscribed and sworn to before me this _____ day of _____ A.D. 20____.

Notary Public in and for _____ County.

My commission expires _____

**SUB-SUB WAIVER OF LIEN
(Interim)**

I, the undersigned, being a duly authorized Agent/Officer of the company stated below, do hereby affirm that all bills against _____ for labor, materials, services, etc. provided to said Company for **Gilbane Building Company's** project entitled **Enfield High School Expansion and Renovate as New Project** have been fully paid covering work completed through period ending _____ and our right of lien is hereby waived.

(Company)

(Signature)

(Title)

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

My commission expires _____

Given under my hand and notarial seal this
_____ day of _____ 20_____.

Notary Public
(SEAL)

Small and Minority Business Enterprise Participation Affidavit

Gilbane Building Company - Construction Manager

For Period Ending:

Phase Code:	_____	Affidavit No:	_____
Contractor:	_____	Base Contract Amount:	_____
Approved Contract Amendments:	_____	Adjusted Contract Value:	_____
MBE Base Contract Commitment:	_____	MBE Base Contract Percentage:	_____ %

Actual SBE/MBE Contract Awards

Firm Name	Contractor (C) Supplier (S)	Classification SBE/MBE/WBE	Contract Amount	Payments
TOTALS				

TOTAL S/MBE COMMITMENT: _____

ADJUSTED CONTRACT VALUE: _____

% S/MBE PARTICIPATION ACHIEVED: _____ %

NOTARIZED AND SIGNED BY OFFICER: _____

DATE: _____

Move Services Package: Move Phase 1
 Enfield High School: Existing Shop Equipment List

Item	Tag #	Qty	Brand/Model	Location	Dimensions	EHS Final Location	Special Requirements
Tire Changer	EX-1	1	Coats 70x-EH-1	EHS- Auto Shop (D06A)	36" w x 46" d	Automotive E-021	Heavy Item- no special transport requirements
Tire Balancer	EX-2	1	Coats 1250	EHS- Auto Shop (D06A)	57" w x 50" d	Automotive E-021	220V 1PH Heavy Item- No special transport requirements
Parts Wash	EX-3	1	Safety Clean	EHS- Auto Shop (D06A)	36" w x 25" d	Automotive E-021	Drum curtains safety clean solvent, will be capped for transport
Flammable Storage Cabinet	EX-4	1		EHS- D-8	44" w x 18" d	Supply Room E-020	
Waste Oil/ Antifreeze Cabinet	EX-5	1	HP- DesignJet T-620	EHS- Auto Shop (D06A)	61" w x 51" d	Supply Room E-020	Heavy Item, Oil will be removed for transport
Color Printer	EX-6	1	HP- DesignJet T-620	EHS- D-10		Engineering E-132	Ethernet Connection
Color Printer	EX-7-EX-10	4	Marketbot Replicator 5th Gen.	EHS- CAD/Graphics(C107)	21" w x 17.5" d	Engineering E-132	115V, 1 pk
3D Printer	EX-11-EX-13	3	1- CubeX, 1 CubeX Trio, 1 FSL Pegasus Touch	EHS - D-8	Cube X- 20" w x 20" d, FSL- 11" w X 14" D	Computer Science E- 129	
Tabletop CNC Mill	EX-14	1	Shotbot Desktop	EHS D-8	38" w x 30" d	Engineering E-132	115V, 4 outlets/machine
Horizontal Band Saw	EX-17	1	Jet Hbs- 814GH	EHS - D-8	51.5" w x 18" d	Engineering E-132	115V, 1PH
CNC Laser	EX-18	1	Full Spectrum(Pro LF 36x24)	EHS - D-8 (Storage Room)	60" x 48"	Engineering E-132	115V, Fume Extraction Ports. Special handling required for transport.
CNC Plasma Cutter	EX-19	1	Plasma CAM	EHS - D-8	5'-8" x 5' x 6'6"	Engineering E-132	230V, compressed air connection(disassembly required)
MIG Welder	EX-21	1	Miller-Millermatic	EHS - D-8		Engineering E-132	230V, 1PH, 50A
Drill Press	EX-22	1	Delta 70-200	EHS D-8	19" w 33" d	Engineering E-132	115V - 1PH, Equipment Bolted to floor
Light Table	EX-24	1		EHS- CAD/Graphics(C107)	31" X 28"	Graphics E130	
Screen Printing Machine	EX-25	1		EHS- CAD/Graphics(C107)		Graphics E130	
Table Saw	EX-26	1	Saw Stop 10" Pro	EHS-D12	85" L x 33" W	Wood Technology E-013	Disassembles for Transport
Drill Press	EX-27	1	Powermatic PM2800B	EHS-D12	28" L x 20" x 71"	Wood Technology E-013	Wired 115/230V - 1PH, 15/7.5A
12" Compound Mite Saw	EX-29	1	Mailka	EHS-D12		Wood Technology E-013	115V-1PH, 12A, 4" Dust Port behind workstation 500CFM
Mortiser	EX-30	2	Powermatic 701	EHS-D12		Wood Technology E-013	115V-1PH, 10A
20" Band Saw	EX-32	1	Powermatic	EHS-D12		Wood Technology E-013	
3D Printer	EX-33-EX-36	4	FSL- Pegasus Touch	EHS(D8)	11" w x 14" d	Engineering E-132	115y
Color Printer	EX-37	1	HP- DesignJet T-620	EHS(B106)		Graphics E130	Ethernet Connection
Color Printer	EX-38	1	Afficio SP C830dn	EHS- CAD/Graphics(C107)		Graphics E130	Ethernet Connection
Color Printer	EX-39	1	Afficio SP C830dn	EHS(B106)		Graphics E130	Ethernet Connection

Enfield High School

Move Phase 1: Room Assignments

UPDATED: 9/29/15

Teacher	Old Room	New Room	Department
St. Sauv-dan	C106	B044	Music
Delorge		C012	PE/Health
Delorge		C012	PE/Health
Joslin		C014	PE/Health
Joslin		C014	PE/Health
Sullivan	C106	C003	Chorus/Music
Barnes		C004	PE/Health
Barnes		C004	PE/Health
Gaucher		C014	PE/Health
Gaucher		C014	PE/Health
Ramos		C004	PE/Health
Ogrodowski	A005	C131	FACS
Jurgens	A005	C131	FACS
Grigely	D012	E013	Tech
Hollister	D006	E021	Tech
Myers	Guidance	E103	CHC
Gorham	A216	E104	Sped
Grout	A216	E104	Sped
Latorre	A215	E105	Reading
Karcz	A217	E106	Reading
Plavcan	A118	E107	Sped
Stone	A107	E111	Business
Walpole	A007	E112	Sped
Poe	Sped office	E114	Sped
Birchall	Sped office	E114	Sped
Colburn	A119	E119	Social Worker/Guidance
Michael	Guidance	E115	ELL
Alexander	main office	E121	main office
Daddario	main office	E121	main office
Longey	main office	E121	main office
Nelson	D001	E127	Art
Nassau	D002	E127	Art
Lowe	A109	E129	
Robinovitz	A118	E129	Guidance
Morrison	Guidance	E129	Guidance
Genovese	Guidance	E129	Guidance
Harrington	Guidance	E129	Guidance
Dimaggio	Guidance	E129	Guidance
Petrucci	C107	E130	Tech
Williams	D010	E130	Tech
Gorborino	A209	E131	Social Studies
Hargraves	A101	E131	Business
Sirois	D008	E132	Tech
Jac. Smith	Nurse	E133	Nurse

Enfield High School

Move Phase 1: Room Assignments

UPDATED: 9/29/15

Teacher	Old Room	New Room	Department
Trapani	Bank	E135	Bank
Gutska	A226	E145	SRO
Conley	A212	E146	Sped
McCann	A213	E146	Sped
C. Clark	Asst. princ. office	E201	Asst. Principal
Moyer	Asst. princ. office	E201	Secretary
Ceniglio	A310	E204	Math
Glidden	A302	E205	English
Paradis	A306	E207	English
Murray	A308	E207	English
Boggio	A304	E211	English
Goddard	A303	E217	English
Muskrat	A301	E221	English
McMahon	A305	E224	English
Simmons	A307	E228	English
Holmberg	A207	E230	Math
LaMesa	A108	E231	Math
Burlingame	A104	E232	Math
Chapin	A121	E233	Career Center
Ellis (library)	library	E233, E215, E216	Library
Belisle	A102	E234	Math
Wyse	A106	E234	Math
Guminiak	A208	E235	Math
Chandler	A110	E236	Math
Jason Smith	A210	E237	Sped
Emery	A211	E237	Sped
Breton	A218	E238	ISS
Bridges	B102	E247	Computers
Lyon	A212	E248	sped
Erin Clark	A214	E301	Asst. Principal
Garrity	A214	E301	Secretary
De La O	A320	E304	World Lang
Onofrey	D013	E305	Science
Courchesne	D004	E307	Science
Zieminski	D011	E311	Science
Artioli	D011	E311	Science
Boucher	D007	E317	Science
Wiley	D009	E321	Science
Thomas	D003	E324	Science
P. Smith	D005	E328	Science
Fontaine	A206	E330	Social Studies
Crane	A204	E331	Social Studies
Senez	A205	E331	Social Studies
Kelleher	A203	E332	Social Studies
G. Wanzer	A202	E333	Social Studies

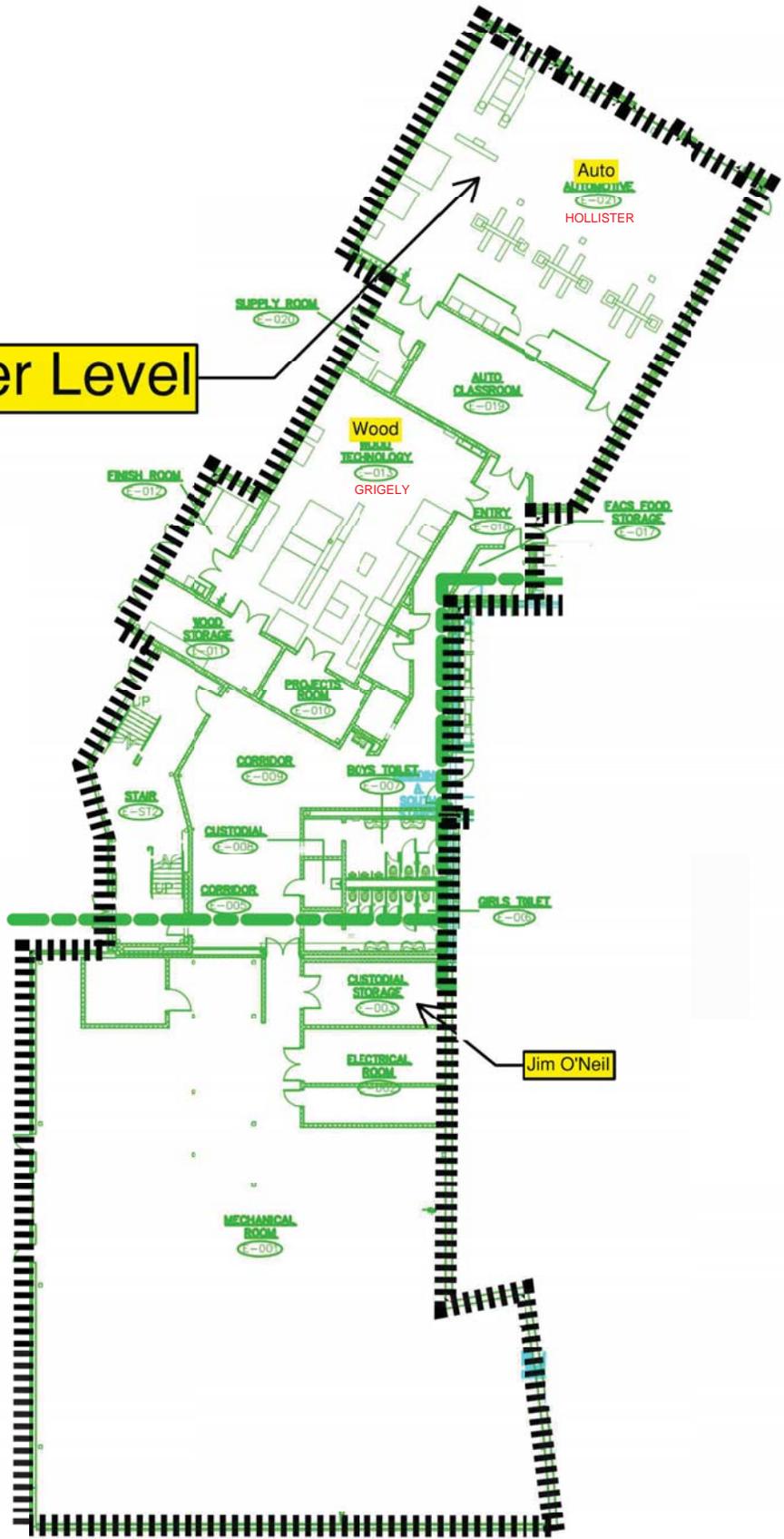
Enfield High School

Move Phase 1: Room Assignments

UPDATED: 9/29/15

Teacher	Old Room	New Room	Department
L. Wanzer	A201	E334	Social Studies
Moriarity	A311	E335	World Lang
Jensen	A311	E335	World Lang
Krieger	A318	E335	World Lang
Bertrand	A315	E336	World Lang
Cotta	A313	E337	World Lang

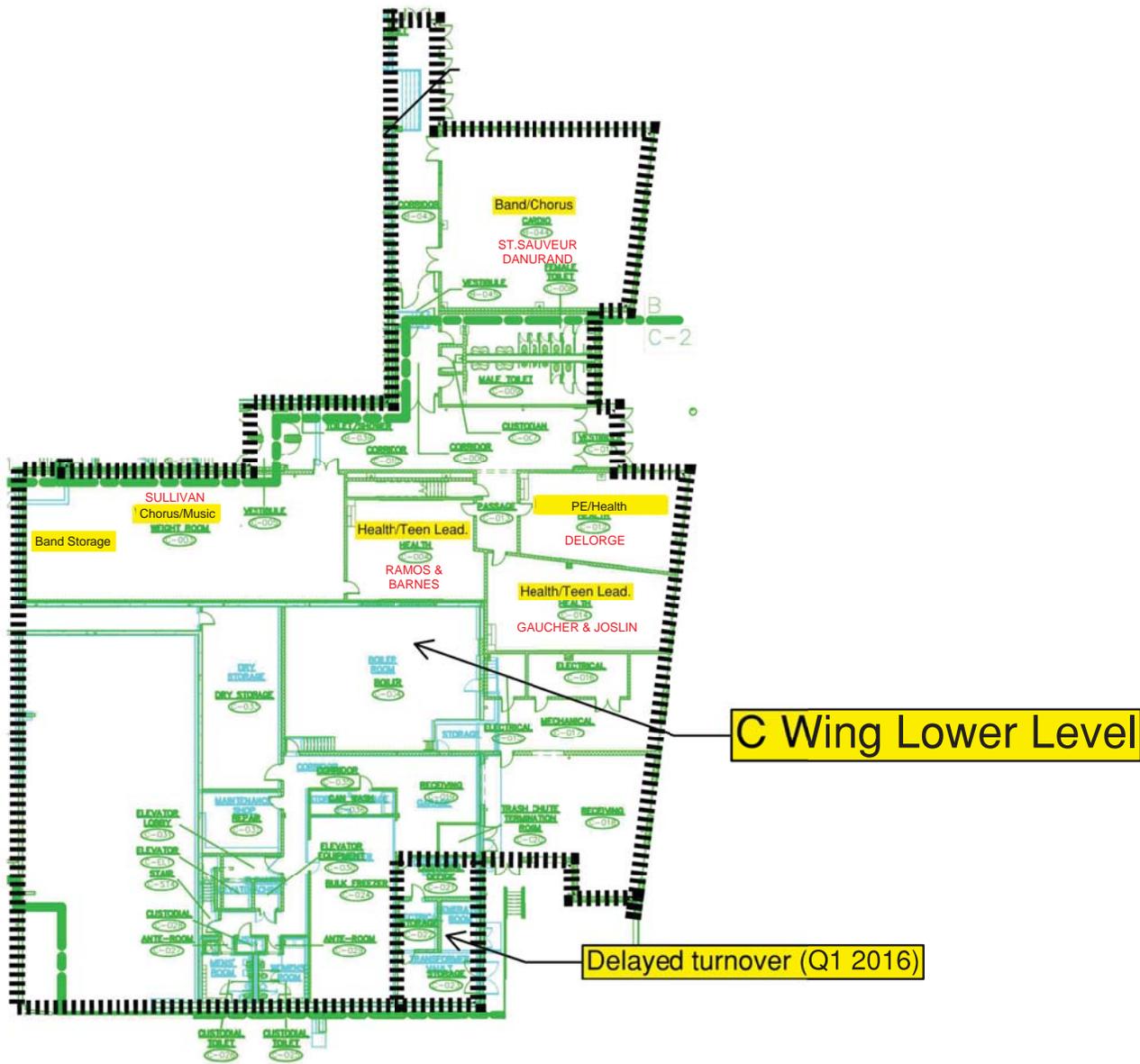
E Wing Lower Level



Jim O'Neil

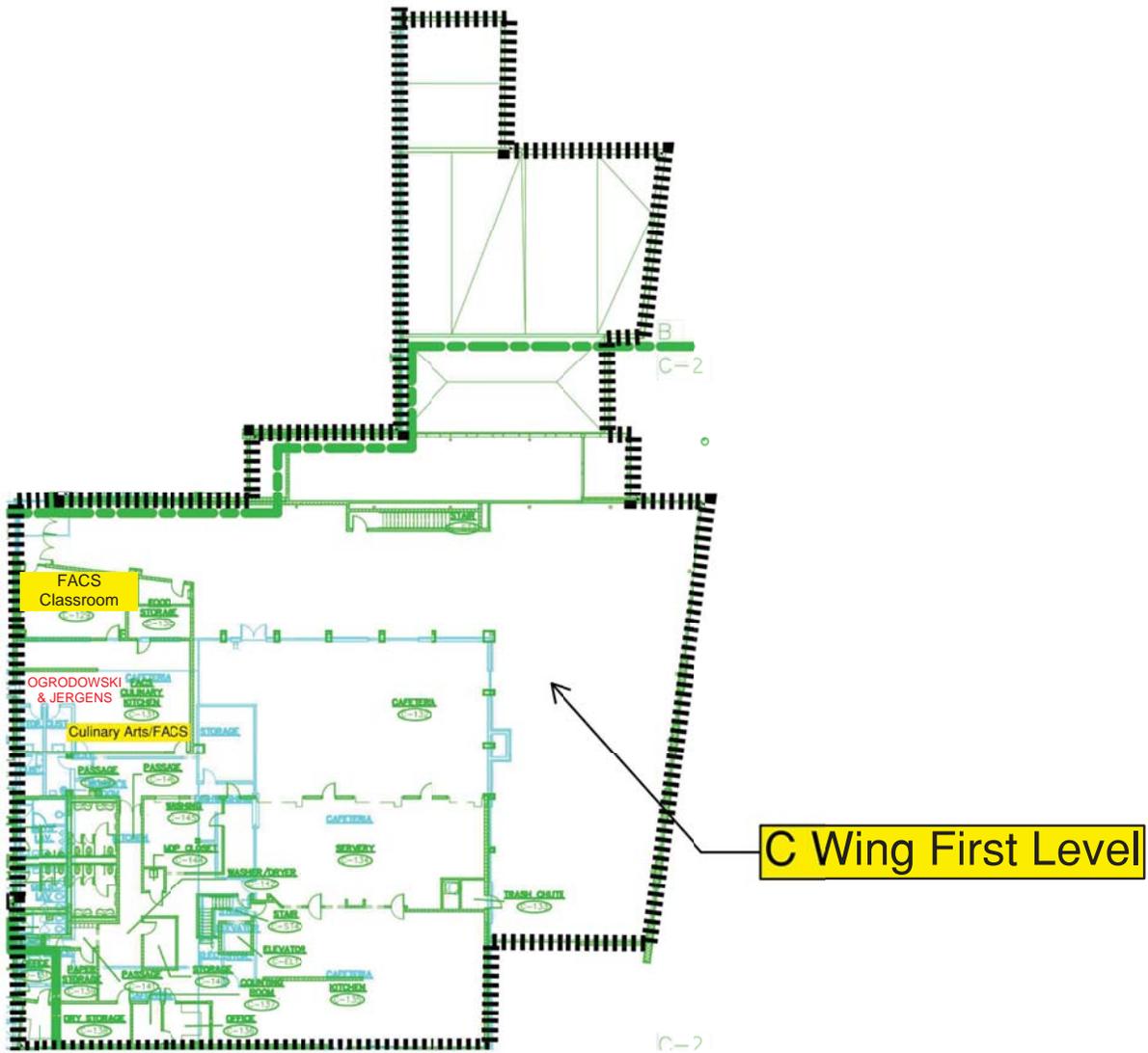
UPDATED: 9/29/15

MP-1
Move Phase 1
MOVE PLANS USED
FOR REFERENCE
ONLY



UPDATED: 9/29/15

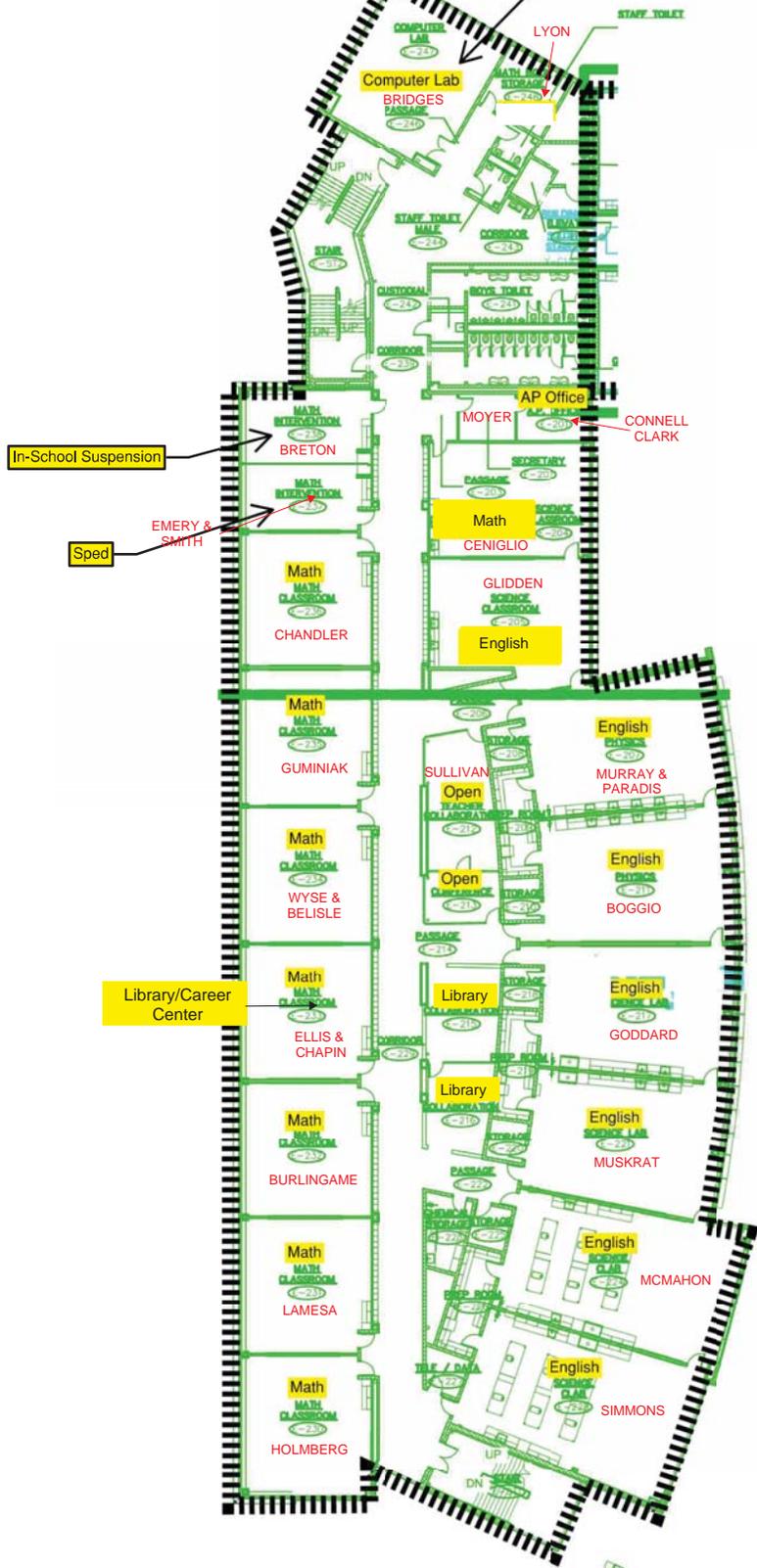
MP-2
 Move Phase 1
 MOVE PLANS USED
 FOR REFERENCE
 ONLY



UPDATED: 9/29/15

MP-4
 Move Phase 1
 MOVE PLANS USED
 FOR REFERENCE
 ONLY

E Wing Second Level



UPDATED: 9/29/15

MP-5
 Move Phase 1
 MOVE PLANS USED
 FOR REFERENCE
 ONLY

