

ADDENDUM NO.: 4
 DATE OF CMR ADDENDUM: 12/21/12

**Notice of Construction Manager-at-Risk (CMR)
 Addendum
 on behalf of the
 CT Department of Construction Services (CT DCS)**

Project Name:	JM Wright Tech High School
Project Location:	Stamford CT
Project Description:	Additions & Renovations
Project Construction Budget:	50,000,000.00
CT DCS Project Number:	BI-RT-842-CMR

The Construction Manager-at-Risk (CMR) is issuing a **Notice of CMR Addendum** for this State of CT Department of Construction Services (CT DCS) Project. Specific Addendum Information is available as noted below. If you have any questions, please contact the CMR as noted below.

CMR Information:

CMR Firm:	KBE Building Corp
Address:	30 Batterson Park Rd
Contact Name:	Ryan Bentz
Contact Phone Number:	Office: 860-284-7467 Cell: 860-250-1552
Contact Email Address:	rbentz@comcast.net

Addendum Information is available as follows:

CMR Website and/or FTP Site:	Address: ftp.kbebuilding.com User: JMWrightHS Pass: 6w6dwi
Printing Company:	BL Graphics 203-630-2671

Note to CMR Firm: This Form must be completed and emailed to the DCS personnel listed below. DCS will post the form to the State Contracting Portal as "Addendum No. #". **Delete this "Note" prior to emailing the document to DCS.**

- Copies: DCS Project Manager ([insert email address](#)) DCS Process Management (randy.daigle@ct.gov)
 DCS Process Management (peter.babey@ct.gov) DCS Website Management (rebecca.cutler@ct.gov)



**JM Wright Technical High School
Stamford, CT
State Project # BI-RT-842-CMR**

**ADDENDUM #4
December 21, 2012**

Contents of Addendum #4

- 1) Revised Invitation to Bidders
- 2) Revised Notice to Bidders



Invitation to Bid

Project Title: **RENOVATIONS and ADDITIONS to
J.M. WRIGHT TECHNICAL HIGH SCHOOL
120 BRIDGE STREET, STAMFORD, CT**

Project Number: **State Project No. BI-RT-842**

1. Sealed bids for the bid packages listed below addressed to Craig R. Ortola, Project Manager, KBE Building Corporation, 30 Batterson Park Road, Farmington, CT 06032 will be received until 2:00 pm local time on **Wednesday, January 16, 2013**. All bids will be opened publicly and read aloud shortly thereafter. Specific questions regarding bidding procedures, project scope and site visits may be directed in writing to Craig R. Ortola at jmwbid@kbebuilding.com

Bid Package Number and Name:

Bid Package

- BP-002.1 Cast in Place Concrete
- BP-002.2 Masonry
- BP-002.3 Structural Steel
- BP-002.4 Rough Carpentry
- BP-002.5 Architectural Millwork
- BP-002.5a Laboratory Fume Hoods & Wood Laboratory Casework
- BP-002.5b Fixed Audience Seating
- BP-002.6 Roofing
- BP-002.7 Joint Sealants and Waterproofing
- BP-002.8 Doors, Frames and Hardware (Furnish Only)
- BP-002.9 Overhead Doors and Grilles
- BP-002.10 Glass and Glazing
- BP-002.11 Acoustical Panel Ceilings
- BP-002.12 Wood Flooring
- BP-002.13 Athletic Flooring
- BP-002.14 Ceramic Tile and Quarry Tile
- BP-002.15 Resinous Flooring
- BP-002.16 Terrazzo Flooring
- BP-002.17 Painting
- BP-002.18 Food Service Equipment
- BP-002.21 Fire Suppression
- BP-002.22 Plumbing



BP-002.23 HVAC
BP-002.24 Electrical
BP-002.25 General Trades

PROPOSED MBE/WBE BID PACKAGES

BP-002.26 Miscellaneous Metals
BP-002.27 Firestopping
BP-002.29 Resilient Flooring
BP-002.30 Tile Carpeting
BP-002.31 Linoleum Flooring
BP-002.32 Lightning Protection
BP-002.33 Final Cleaning
BP-002.34 Doors, Frames & Hardware (Install Only)

DAS Prequalification required:

Yes – for all bid packages

Set-Aside Requirements:

- a. Bidders shall be responsible to award not less than 30% of the cost of construction to subcontractors that are certified and eligible to participate under the State of Connecticut Set Aside Program for small, minority and women owned business enterprises including 10% that must be awarded to certified and eligible minority/women owned enterprises, in accordance with Connecticut General Statutes section 4a-60g through 4a-60j. This requirement must be met even if Bidder s certified and eligible to participate in the Small Business Set-Aside Program. Subcontractors shall draft and submit for approval an affirmative action plan in accordance with the rules and regulations of the Connecticut Human Rights and Opportunities Commission ("CHRO"). The affirmative action plan must be approved by the CHRO as a condition precedent to approval of the subcontractor's contract.

b. S/MBE Resources

- i. **The Business Resource Center (BRC)** – <http://www.brcct.com>
The BRC is a comprehensive, ONE-STOP Services Center that provides quick and easy access to professional consultation, resource materials, and, action-oriented training (OSHA, certified payrolls, schedules, billings, estimating, etc.), in the skills/techniques needed to grow business in the Greater Hartford area. The Business Resource Center, in addition to its focus on developing small businesses, operates a Minority Business Enterprise Assistance Program which has a specific focus on the development of minority construction firms in Connecticut, including assistance with the capacity to qualify for bonding (bid, performance and payment). For additional information please contact Kim Hawkins, Director, Business Resource Center at (860) 527-1100 or email her at khawkins@brcct.com



ii. **The Hartford Economic Development Corporation & The Greater Hartford Business Development Center, Inc. (HEDCo & GHBC) –**

<http://www.hedco-ghbdc.com>

HEDCo is a 501 (c 3) Community Development Financial Institution (CDFI) and a Small Business Administration Certified Micro Lender. The agency has been in operation since 1975 and serves the 169 cities and towns in Connecticut, especially small business within the City of Hartford, to help them develop business plans, acquire financing and achieve sustained successful growth. .

- c. Bidders are to take note of the CHRO form (see attached "Set-Aside Plan Format") that is a requirement to be completed by the successful qualified bidder. Bidders shall note that if they are not familiar with the preparation and submission of this form, they should retain the services of a Consultant to help them through the preparation and submission process.

2. Bidder Prequalification and Security

- a. For work to be performed with an estimated value in excess of Five Hundred Thousand Dollars (\$500,000.00), the subcontractor shall be prequalified in the State of Connecticut Department of Administrative Services classification noted on the pertinent Invitation to Bid on or before the date that the bid is awarded;
- b. The bid shall be accompanied by a bid bond or certified check in an amount which shall be Ten Percent (10%) of any bid for work with an amount value of at least Fifty Thousand Dollars (\$50,000.00). If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g and further described in Appendix I to this agreement "Administrative and Statutory Requirements" ("Appendix I"), it may provide in lieu of a bid bond, a letter of credit in an amount equal to Ten Percent (10%) of the bid amount if the estimated value is less than one hundred thousand dollars and in an amount equal to Twenty-Five Percent (25%) of the bid amount, if the estimated value is one hundred thousand dollars or greater, and
- c. The bidder shall possess experience with projects of a similar nature and scope.
3. There will be a NON-MANDATORY Pre-bid Meeting for all bid packages listed above at 10:00 am on Wednesday, **January 9, 2013**, for all bidders that have not attended the previous Pre-bid meetings. This meeting that will be held at the North Lobby adjacent to the Gymnasium at J.M. Wright Technical High School. A job site walk will be conducted following the meeting. Proper attire, including hard hat and proper footwear is required. Those bidders that attended the previous Pre-bid meetings are welcomed.
3. Bid packages will be available on Wednesday, December 12, 2012.



4. Bid documents will be available for electronic viewing and download on iSqFt - a web-based virtual plan room provided by and will be available by request only. Interested participants may request bid packages by email to jmwbid@kbebuilding.com , by fax to (860) 284-7836 or by telephone to (860) 284-7436 (project specific voice message & Fax lines). Bid documents will also be available via the following ftp website: [ftp.kbebuilding.com](ftp://ftp.kbebuilding.com) Username: **JMWrightHS** and Password: **6w6dwi**. To secure hard copies of bid documents at bidder's expense, contact BL Graphics at (203) 630-2671 or email tgallagher@blcompanies.com Documents will also be available for review at KBE's office located at 30 Batterson Park Road, Farmington, CT 06032.

All document clarification requests or Bid questions (RFI's) must be submitted in writing to the **CONSTRUCTION MANAGER ONLY** via fax (860) 284-7836 or email (jmwbid@kbebuilding.com), Attention: Craig R. Ortola. **Telephone inquiries will not be acknowledged during the bidding process. Bidders are to communicate solely with Construction Manager in relation to the Project and the bidding process.** Answers received directly from Owner, Architect or Engineers will not be binding on Construction Manager. **All questions must be submitted no later than December 28, 2012.**

5. **All Bidders are to note that DAS certification date MUST run through the duration of the project.**
6. This project is being performed under the Construction Management at Risk (CMR) form of construction. Each Trade Contractor's contract shall be with the Construction Manager. The Owner has contracted with KBE Building Corporation to serve as the CMR
7. No oral, telephone or telegraphic proposals will be considered. All bids shall stand available for acceptance for a period of ninety (90) days from the date proposals are received.
8. No bid shall be accepted from any person/company who is in arrears to the Owner and/or Construction Manager upon debt, or contract, or who is a defaulter as surety or otherwise upon obligations to the Owner and/or Construction Manager.
9. The Construction Manager reserves 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 the Construction Manager believes that it would not be in the best interest of the Owner 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 standard or criteria established by the Construction Manager. The Construction Manager reserves the right to waive informalities and to negotiate contract terms with one or more bidders without reopening the bidding process in so far such negotiations are not violative of applicable competitive bidders statutes or law. In evaluating bids, the 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 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 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. Construction Manager recommended trade contractors are subject to DCS approval.

10. KBE Building Corporation is an Affirmative Action Equal Opportunity Employer M/F/H/V.

END OF DOCUMENT



NOTICE TO BIDDERS

**RE: J. M. Wright Technical High School Additions & Renovations (The "Project")
State Project No. BI-RT-842-CMR**

TO: ALL SUBCONTRACTORS BIDDING PROJECT ("BIDDERS")

KBE Building Corporation is the Construction Manager for this project pursuant to a contract with The Connecticut Department of Construction Services ("Owner") Parties responding to this bid invitation are referred to as "Bidder(s)" or "Subcontractor". Bidders are invited to submit a Lump Sum proposal for furnishing all labor, materials, supervision, hoisting, tools, supplies, equipment, insurance, permits, all applicable sales and use taxes, and all other things necessary for the construction and completion of a portion of the work for the above referenced Project. The following information is for Bidder's use in preparing its proposal. **Please be careful to strictly follow all instructions to Bidders, as failure to provide the required information may be grounds to disqualify the bid.**

1. BIDS

All Bids shall be submitted on Bidder's Company Letterhead in **triplicate** and shall be received by the Construction Manager, KBE Building Corporation, until the date and time shown in the Invitation to Bid and the Special Instructions to Bidders for each individual Bid Package, at which time they will be opened publicly and read aloud. Late bids will not be accepted. Each bid shall be submitted to the location identified in the Invitation to Bid, or as amended in Bid Package addendums. Each sealed envelope containing a bid must be marked on the outside with the following information:

- A. Title of Project (J. M. Wright Technical High School)
- B. Bid Package Number and Description to which Bidder is responding
- C. Name and Address of Bidder, Phone Number and Email Address

Bidders who are bidding on multiple packages must submit separate bids for each applicable Bid Package.

KBE Building Corporation, ("Construction Manager") will review the bids with the Connecticut Department of Construction Services ("Owner"), render awards, and enter into contracts with the successful Bidders.

Bid Security must accompany all bids in the form of either a Certified Check or Bid Bond on AIA Document A310 (most recent edition) issued by a Surety Company meeting qualifications in Item 4 below, and shall be in amount of not less than Ten Percent (10%) of the total amount of the Bid and shall be issued to Construction Manager as obligee.

- a. For work to be performed with an estimated value in excess of Five Hundred Thousand Dollars (\$500,000.00), the subcontractor shall be prequalified in the State of Connecticut Department of Administrative Services classification noted on the pertinent Invitation to Bid on or before the date that the bid is awarded;
- b. The bid shall be accompanied by a bid bond or certified check in an amount which shall be Ten Percent (10%) of any bid for work with an amount value of at least Fifty Thousand Dollars (\$50,000.00). If the Bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g and further described in Appendix I to this agreement "Administrative and Statutory Requirements" ("Appendix I"), it may provide in lieu of a bid bond, a letter of credit in an amount equal to Ten Percent (10%) of the bid amount if the estimated value is less than one hundred thousand dollars and in an amount equal to Twenty-Five

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Percent (25%) of the bid amount, if the estimated value is one hundred thousand dollars or greater, and

- c. The Bidder shall possess experience with projects of a similar nature and scope.

2. BIDDING QUALIFICATIONS`

In order to submit a Bid on any Bid Package, Bidder must meet all qualifications required by that Bid Package. See individual Bid Package to determine which of the following qualifications apply. Note that one or more of these qualifications may be modified and/or deleted from a specific Bid Package. Bidder shall certify compliance with all required qualifications in its Bid.

- A. On or before a bid is awarded, and upon request of the Construction Manager, each Bidder shall demonstrate, to the satisfaction of the Construction Manager, that an eligible and reputable surety is prepared to issue on behalf of Bidder (if awarded) payment and performance Bonds satisfactory to cover 100% of the value of Bidder's work on the Project and that Bidder possesses the financial, managerial, and technical ability, and the integrity necessary to faithfully and effectively perform the work for which it bids. The surety must be registered with the Connecticut Insurance Commissioner and licensed to underwrite surety obligations in the State of Connecticut. See additional requirements in Item #4 below.
- B. On or before a bid is awarded, and upon request of the Construction Manager, each Bidder shall submit a completed **Bidder Qualification Statement** demonstrating that they are qualified. The Construction Manager reserves the right to find any Bidder to be nonresponsible, notwithstanding the fact that the Bidder may have been previously found to be qualified.
- C. On or before a bid is awarded, and upon request of the Construction Manager, each Bidder shall submit a copy of their current DAS prequalification Certificate. **See section on Contractor Prequalification Program for procurement instructions**
- D. Determination of the lowest responsible, qualified Bidder may include, but not necessarily be limited to: Compliance with all requirements set forth in this Notice To Bidders and related documents, price, achievement of applicable small business, minority and/or women labor goals, financial ability to perform the contract; integrity, trustworthiness, honesty responsiveness to and acceptance of the terms and conditions of the subject subcontract; skill, judgment and experience; promptness – whether the Bidder is proposing to complete the work within the specified time period; prior performance; availability of the necessary facilities, labor, and equipment to perform the contract; special factors such as the laws and ordinances relating to the contract, suitability or adaptability of the products or services to the particular use required; and Experience Modification Rating (“EMR”) in an acceptable range.
- E. The Bidder must show or be able to demonstrate to the satisfaction of the Construction Manager and the State of Connecticut that the Bidder possesses the ability and capacity to successfully complete the project through the satisfactory of past performance of work of a similar size, scope, and comparable dollar value to that of the subject work/projects (“Representative Projects”). **Subcontractor to provide list of projects similar to this project performed within the last 10 years. Subcontractor to provide list of key**

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personnel who have worked on projects similar work to this project.

- F. If requested, the Bidder shall be able to furnish references from Contractors, Owners, Architects, or Engineers indicating that it has satisfactorily and timely completed work on Representative Projects.
- G. The Bidder shall have a record of harmonious relationships with Contractors and Subcontractors on prior public projects or other projects where the Bidder may have performed.
- H. On or before a bid is awarded, and upon request of the Construction Manager, each Bidder shall demonstrate that it has not been cited for three or more willful or serious violations of any OSHA, or of any standard, order or regulation promulgated pursuant to such act, during the 3-year period preceding any bid which may be submitted, which violations were cited in accordance with the provisions of any State Occupational Safety and Health laws or the Occupational Safety and Health Act of 1970, as amended. Construction Manager reserves its right to review any citations issued by OSHA, regardless of number of citations issued, and reject bid accordingly.
- I. The Bidder, or any entity in which it has an interest, shall not have appeared on any of the following lists within the last three years from the date of this solicitation:
 - i. List published by the Connecticut State Labor Commission of persons or firms whom he has found to have disregarded their obligations under Connecticut General Statutes Section 31-53 and 31-76c to employees and subcontractors on public works projects.
 - ii. Debarment list for federal government contracts in accordance with the provisions of the Davis Bacon Act, 40 U.S.C. 276a-2 or other debarment laws or regulations.
- J. The Bidder or its principals shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable for any criminal offense or civil action involving embezzlement; forgery; bribery; falsification or destruction of records; receipt of stolen property; collusion, antitrust, conspiracy or other offenses arising out of the submission of bids or proposals on any project or contracts.
- K. On or before a bid is awarded, and upon request of the Construction Manager, each Bidder shall describe its ownership, management and corporate (if applicable) structure and status over the past 3 years, noting whether it or any of its principals have filed any Bankruptcy Petitions within that time.
- L. On or before a bid is awarded, and upon request of the Construction Manager, each Bidder shall disclose all past and pending arbitration and litigation cases that the Bidder has been involved in for the most recent five years. Acceptability of Bidder based in this disclosure shall lie solely with the Owner and Construction Manager.
- M. Prior to award, the Construction Manager reserves the right, but shall not be obligated to, meet and review the completeness and responsiveness of the Bid, including without limitation, the information described herein, of one or more of the apparent low

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Bidder(s). Questions concerning Bidder experience, responsibility, qualifications, current minority contracting and labor approach, and other matters pertinent to any selection criteria may be discussed at this meeting.

3. BID FORM

The Form of Proposal is included in the bid documents and shall be completed on your letterhead and submitted as an original plus two (2) copies. **No bids will be accepted unless they are submitted on this form.** Bids must include all required items as outlined in the 'Required Bid Document Check List' contained in each individual Bid Form. Bid Security need not be in triplicate. Faxed bids will **not** be accepted. Combination bids will **not** be accepted.

Bid to be Lump Sum with no escalation clauses allowed.

Include Alternate Bids and Unit Prices as requested (even if not specifically requested if your scope of work is affected) which are to be bid including all costs necessary for the complete addition or omission of such alternate work including general conditions, overhead and profit.

Include and attach properly executed Non Collusion Affidavit.

The Owner and Construction Manager reserve the unrestricted right to waive any technical defects, or formalities, informalities in Bids; and to reject any or all Bids.

Submission of a bid by a Bidder signifies that Bidder will sign Construction Manager's Subcontract Agreement (if awarded) WITHOUT ALTERATION. Refusal to sign or exceptions taken to Agreement during or after bidding will give Construction Manager the right to reject the bid and Construction Manager reserves all its rights as a result of said rejection including recovery of the Bid Security from Bidder. A copy of the Subcontract Agreement is enclosed with the Bid Package. Subcontractor must sign Construction Manager's Subcontract Agreement and provide applicable Payment and Performance Bonds and insurance within 10 days of issuance or the Subcontract will be voidable by the Construction Manager.

4. PAYMENT AND PERFORMANCE BONDS

Bidders will be required by the Construction Manager to furnish a Performance Bond and a Labor and Material Payment Bond each in the amount of 100% of the Contract price. Construction Manager to be obligee on the bonds for the full performance of the Subcontract and for the payment of all obligations arising thereunder. Copies of required bond forms to be submitted are included in the Bid Documents. The cost of these bonds is to be paid by the Subcontractor. Bidder agrees to hold price for 90 days, which period may be extended after expiration of original 90 day period, as mutually agreed upon between Bidder and Construction Manager. If required, the cost shall be included in the bid as an alternate and identified on the Bid Form.

The Bidder SHALL furnish with its bid its Surety's Letter of Intent to provide Performance and Payment Bonds if Subcontractor is awarded the contract. This letter shall **not** contain any qualifications.

The Bonds, as well as the Bid Bond and Surety's Letter of Intent, must be provided by a Surety Company or Companies that meet the following qualifications as of the date of bid:

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- A. Licensed to do business in the State of Connecticut and
- B. Listed on the current U.S. Treasury "T" List and
- C. Rated A+ or better by A.M. Best.

5. LAWS, REGULATIONS AND ORDINANCES

Bidder agrees to be bound by, and, at its own cost, comply with all federal, State and local laws, codes, ordinances and regulations applicable to this project and the performance of the work hereunder including, but not limited to, tax laws, social security acts, unemployment compensation acts, workers compensation laws, affirmative action laws and the Occupational Safety and Health Act of 1970. All provisions of all applicable State Labor Standards must be complied with under this Contract.

Violation of prevailing Wage Law requirements may cause Subcontract to be terminated and Construction Manager reserves all its rights if such termination is required.

The Subcontractor must adhere to the City of Stamford Noise Control Ordinance Municipal Code 164 including the City of Stamford Holiday Schedule.

6. COMPLETENESS OF BIDS

Bidders shall be responsible to become thoroughly familiar with the entire set of contract documents. It is Bidder's obligation to understand all aspects of the project as it relates to and impacts Bidder's scope of work. No change orders will be authorized for failure to become familiar with all aspects of this project. Should items related to Bidder's scope of work be identified in any specification sections or shown in any drawing disciplines (i.e. civil, architectural, structural, fire protection, plumbing, mechanical, electrical, food services, etc.), it is the responsibility of the Bidder to carry all corresponding costs associated with this work. Failure by the Bidder to view all contract documents and included requirements of its trade, does not relieve Bidder of any responsibilities in providing all work of its trade shown in the contract documents. Construction Manager has identified in the Bid Packages a list of items that must be provided by Bidder. This list is not intended to be comprehensive or all-inclusive. It is the responsibility of Bidder to submit a comprehensive and complete Bid and include all requirements mandated in the specific Bid Package and the general Bid Documents. On the basis of the general scope indicated, the Subcontractor shall use all reasonable care to include those items necessary and/or reasonably inferable but not necessarily detailed, on the Contract Documents. Bidders will provide all scaffolding, staging, ladders and or safety measures to meet or exceed regulatory requirements including identification of the competent person for the erection and use of the same. Bidders will provide his own job offices with power and telephone, storage containers, tool boxes and etc.

7. DEFINITIONS

Construction Manager is variously referred to on plans, specifications and /or contracts as General Contractor or Construction Manager.

Plan and Specification reference to "Contractor" means the Subcontractor performing work under that specific Specification Section or Bid Package.

Specification reference to "provide" means to furnish and install unless otherwise noted.

Construction Manager's reference to, "this subcontractor" or "this Subcontractor" or, "this contractor" or "this Contractor" means the Subcontractor bidding the Bid Package in which the term is used.

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8. DOCUMENT DISTRIBUTION

All project information is available to view and download on iSqFt website. It is the Subcontractor's responsibility to review all appropriate documents.

Construction Manager will **not** be providing paper documents for this project. The documents are available **immediately** for viewing / downloading through iSqFt at no cost to the Subcontractor. Paper documents are available at **Subcontractor's expense** by calling BL Graphics, 355 Research Parkway, Meriden, CT 06450 - (203) 630-2671. Documents are also available for reviewing at Construction Manager's Main Office at 30 Batterson Park Road, Farmington, CT.

9. PREBID MEETING

See Invitation to Bid for specific Pre-Bid Meeting requirements for each Bid Package.

10. TERMS OF PAYMENT

Seven and one half (7.5%) percent retainer will be withheld by Owner and Construction Manager. As a condition of final payment, Construction Manager may require Subcontractor to provide a Warranty Bond, at no additional cost, equal to seven and one half percent of its final contract price that will remain in effect through the warranty period. See Owner-Construction Manager Agreement and Subcontract Agreement attached hereto and incorporated herein, for specific payment terms.

11. LIEN RIGHTS

The project is a State Property, owned by The State of Connecticut, and is thus exempt from Liens.

12. SCHEDULE

Time is of the essence of the Subcontract. Completion of work included in the Subcontract in accordance with the Project Schedule is absolutely essential to the use and occupancy of the Project for the Owner's operations. **Bidder to include in its quotation all costs, extra crews, equipment, warehousing, Saturday and overtime work, etc. as required to meet the schedules.** Bidder's quotation shall set forth detailed schedule, including shop drawings, deliveries and field installation as proposed to meet schedule; such schedule shall be compatible with Construction Manager's Project Schedule. As a major part of the bid analysis, each Bidder may be asked to describe how it would construct its portion of the project - sequences, schedule, manpower, deliveries, etc

All Bidders are to thoroughly familiarize themselves with the Construction Schedule duration. Because of the size and scope magnitude of the project it is expected that multiple mobilizations as well as overtime will be required at certain points during the project schedule in order to meet the overall duration. Consideration for this must be taken into account within the Bidders Proposal. If in fact the Bidder does not have the financial resources or the required manpower to comply with this aggressive schedule, then they should remove themselves from the bidding process. Receipt of a bid from a Bidder will be acknowledgement that the Bidder can meet the proposed schedule and has included in his bid the necessary resources to comply with same.

If Subcontractor is behind schedule through any fault or act or failure to act of the Subcontractor, or its agents or sub-subcontractors, it shall add manpower and/or work overtime as required by Construction Manager in order to regain schedule. The Subcontractor must submit a Recovery Schedule, indicating the additional manpower and/ or overtime required to recover the time lost due to their delay. This schedule

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must be submitted to the CMR within 24 hours of the CMR's request. No compensation for such overtime or added manpower will be made. Should the Subcontractor fail to make up for the time lost by reason of such delay, Construction Manager shall have the right to cause other subcontractors to work overtime and to take whatever other actions it deems necessary to avoid delay in the completion of the Work and of the Project, and the cost of such overtime and/or such other action shall be borne by the Subcontractor. If Subcontractor is required by Construction Manager to work overtime for the convenience of the Project, such overtime premium costs will be compensated except that no overhead or profit will be allowed on the premium portion of these costs.

The Draft Construction Schedule and phasing plan included with these Bid Documents is intended to show the general sequence and their durations. It is not intended to show every trade or every activity and trades must schedule their work so that succeeding trades can begin and complete their work in the time allotted. All start and finish dates are approximate and may change due to developing information or unforeseen conditions, however, all the scheduled durations must be maintained. All costs necessary to maintain the project schedule, including shift work, overtime work and any and all winter protection if required, are to be included the base Bid. All Subcontractors are obligated to participate and cooperate in the development and finalization of the detailed master construction schedule based on the milestone dates set forth in the schedule included with this Bid Package. Subcontractors shall be prepared to produce Resource Loaded Schedules upon request from Construction Manager.

During the progress of the Project the Construction Manager will issue more detailed schedules based on the sequence and general time periods included in the schedule in these Bid Documents. All Subcontractors will follow these more detailed schedules as they are issued in order to meet the requirements of the overall project completion, shall continuously monitor the project schedule so as to be fully familiar with the timing, phasing and sequence of operations of the Work, and shall execute its work accordingly.

Bidders shall include all mobilizations necessary to complete work as scheduled. There will be no compensation for remobilizations. Bidders are aware that the Construction Manager has the right to adjust and/or accelerate the phases at no extra cost.

Bidders shall provide any required overtime if: material and or equipment needs to be unloaded and/or staged before or after working hours, and/or; work must be performed on overtime or additional shifts to meet project schedule.

Construction Manager will not be charged for any incidental stand-by-time by Subcontractor or any of its agents, sub-subcontractors, suppliers or deliveries.

13. SCOPE OF WORK

See attached Special Instructions **and Scope of Work** for each Bid Package.

14. DRAWING, SPECIFICATIONS AND OTHER DOCUMENT CLARIFICATIONS

All document clarification requests or Bid questions (RFI's) must be submitted in writing to the **CONSTRUCTION MANAGER ONLY** via fax (860) 284-7836 or email (jmwbid@kbebuilding.com), Attention: Craig R. Ortola. **Telephone inquiries will not be acknowledged during the bidding process. Bidders are to communicate solely with Construction Manager in relation to the Project and the bidding process.** Answers received directly from Owner, Architect or Engineers will not be binding on Construction Manager. **All questions must be submitted no later than November 22, 2012.**

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15. PERMITS

The Construction Manager will obtain the General Building Permit from the State of Connecticut. The Subcontractor is responsible for any other licenses and permits; making applications, obtaining required municipal and regulatory agency coordination, reviews, permits, inspections and approvals, and is responsible for payment of any associated fees or charges of same.

A copy of Subcontractor's permit applications shall be furnished promptly to Construction Manager prior to start of work.

16. LAYOUT AND ENGINEERING

The Subcontractor shall lay out its work and be responsible for the accuracy thereof. Subcontractor must immediately notify Construction Manager, in writing, of any layout discrepancies uncovered and/or encountered. It is critical that Subcontractor include in the Bid, and perform field verification of measurements and conditions and provide field dimensions on all shop drawings.

17. LABOR RELATIONS AND COORDINATION

The Subcontractor shall coordinate its work with that of other trades at all times.

All work performed hereunder shall be executed in conjunction with the construction trades on the job and to the end that the work will not be interrupted by labor disputes. Subcontractor and its subcontractors shall employ only such labor as will work in harmony and cooperate effectively or employ such means which may not cause strikes or other labor troubles by any person employed in or about the Project.

Assignment of proper trade union jurisdiction (if required) for work contracted for by Subcontractor is Subcontractor's responsibility. Jurisdictional disputes are to be settled as quickly as possible by Subcontractor(s) involved utilizing established procedures without delay to the project schedule. Construction Manager is to be kept informed of actions being taken.

The Subcontractor shall perform all Work in full cooperation with other trades and coordinate the schedule and sequence of all Work with other trades under the direction of the Construction Manager. When so directed, the Subcontractor shall temporarily omit, or perform certain portions of the Work out of normal sequence, in order to accommodate coordination requirements. Furthermore, the Subcontractor shall attend all relevant meetings such as safety meetings and weekly foremen meetings, and provide all necessary engineering, design and drafting services as required, and make whatever reasonable dimension, configuration, or location modifications to the Work of this Subcontract as may be required to affect the coordination process at no additional cost.

18. SITE VISIT

The Subcontractor acknowledges that prior to furnishing a proposal for the Work, it has visited the site and is familiar with conditions at the site and in the locality where the work is to be performed which could affect its work. See Invitation to Bid for specific Pre-Bid Meeting requirements for each Bid Package.

19. PARKING AND ACCESS

On-site parking of workers', supervisors', or management employees' cars **is strictly limited** and will be allowed only in designated areas when available (only with the specific approval of Construction Manager in advance). Violators will be towed at the violators expense. Trucks will be allowed on the actual project site only to make deliveries of material, tools, or equipment and must then leave promptly unless being used as a tool of the trade.

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20. SITE STORAGE AND MATERIAL DELIVERIES

Delivery access into the site is a safety and logistical concern. Construction vehicles (delivery trucks included) will be allowed to enter or exit the site from one entrance only. Large equipment or material deliveries will need to have adequate supervision and/or escorts to ensure safety of the public and parked vehicles; therefore, all deliveries must be scheduled with the Construction Manager's Superintendent at least 48 hours in advance to assume that deliveries do not interrupt the progress of the work. If deliveries are not scheduled 48 hours in advance the Construction Managers Superintendent has the right to deny or reschedule the delivery and any costs associated with reshipping will be the burden of the subcontractor.

The site is restricted in size. Material storage will be limited and subject to strict controls; storage of material will only be with permission of the Construction Manager and in areas as designated by Construction Manager. Due to the restricted size of the site, materials may have to be warehoused offsite. The cost for offsite storage and partial deliveries must be included in your bid. Payment for any stored material, onsite or offsite will be only made with the proper approval for material suitably stored. Subcontractor is responsible for protecting material from, theft, loss or damage and for any losses resulting there from.

Subcontractor is responsible for protection of all stored material at all times. Material is to be placed on dunnage, properly covered and located where directed by Project Superintendent. Subcontractor shall schedule, receive, inspect, inventory, store, rig and install all equipment and materials that are supplied by others. Quantities to be verified at the time of delivery for correctness with any discrepancies reported to the Construction Manager immediately and prior to the start of any work. Once work has commenced, Subcontractor shall be responsible for all material in their charge.

21. SAFETY REQUIREMENTS

Subcontractor is required to adhere to, and participate in a strict and formal Project Safety Program provided by Construction Manger.

All of the employees of Subcontractor shall be trained by the Subcontractor in the OSHA Hazard Communications program, and Subcontractor, for compliance with the regulation, will strictly adhere to this program. A copy of Subcontractor's HAZCOM program and updated copies of all HAZMAT MSDS's shall be supplied to the Construction Manager. Subcontractors should note that any work to be done in any areas considered confined space (tunnels, etc.) follow all OSHA requirements.

Subcontractor is responsible for the safety of its own employees and must not allow unsafe work areas whether caused by its own operations or the operations of others. Subcontractor is required to have its own safety program in effect that promotes safety awareness among its employees. A project/site specific safety manual must be submitted to Construction Manager for approval. The project/site specific safety manual is to be developed based on the Owner and Construction Manager's guidelines. A copy of the program must be provided to the Construction Manager before work begins. A safety program setting forth safety requirements is provided by the Owner and Construction Manager and must be followed by Subcontractor. No exceptions will be allowed.

The Subcontractor must adhere to Specification 01 35 26 Government Safety Requirements including the Code of Federal Regulation, USACE EM385-1-1, ASSE/ SAFE, ASME and the NFPA. The minimum Personal Protective Equipment (PPE) required is a hard hat, eye protection, short sleeve shirt (with at least a 4" sleeve), reflective vest (whenever outside of the building, including lunch and prior to and after work shifts), long pants, and work boots. Additional PPE will be required depending on the task being performed.

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The fall protection threshold height requirement is 6 feet for ALL WORK. This includes steel erection, masonry, roof system installations and scaffold erection. The required safety training of the Subcontractor's personnel, as outlined in USACE EM385-1-1 and the Code of Federal Regulations, shall be the responsibility of the Subcontractor. Training certificates must be provided to the CM prior to the start of work.

Each Subcontractor must submit an Activity Hazard Analysis (AHA), for each activity, to the CM prior to the start of said activity. The format is available electronically by the CM upon request. Personal Fall Arrest equipment is required when working from aerial lifts (Boom Lifts) and when working from elevated work platforms (Scissor Lifts) when the platform is extended outside of the wheelbase. The lanyards used must be sufficiently short to prevent to prohibit worker from climbing out of or being ejected from the basket. Safety Monitoring Systems are prohibited. Fall protection is required when working between an approved Warning Line System and the leading edge for all workers including those performing roofing work. The use of stilts are prohibited by any and all Trades.

Flag-person(s) will be provided by the respected Subcontractor when entering or exiting the site, when staging from the street, or as necessary for the work of the Subcontractor. Certified flag-person(s) required when staging deliveries on any adjacent streets. Subcontractors are required to schedule and pay for local authorities to monitor any and all traffic/ deliveries required to maintain a safe environment.

22. PERSONNEL

Workers are expected to remain in the immediate area of their work. Workers found in areas of the property not directly related to their work will be subject to dismissal.

Subcontractor shall at all times give personal superintendence to their work and have at the site a competent foreman (or superintendent) satisfactory to the Construction Manager with authority to act for the Subcontractor. The foreman (or superintendent) must have complete knowledge of the scope of the work, speak English, have the ability to read blueprints, coordinate with other trades, plan his work schedule and possess the knowledge of OSHA standards required for the implementation of his work.

It is the Construction Manager's Stated policy that it and its Subcontractor's shall comply with all applicable laws and regulations concerning worker eligibility, and proper classification of independent contractors. Subcontractor must comply with the "Worker Eligibility & Employment Verification Program" outlined in the Subcontract Agreement document.

All workers on the Project shall receive approval (7) days prior to start of work and an identification badge shall be issued prior to working on site. Badges must be worn by workers at all times while on site. In order to receive a badge, Subcontractor **and** their sub-subcontractors must provide verification documentation, including I-9 Forms and W-9 Forms to substantiate eligibility and employee status for all workers. The following is the link to the KBE Employment Verification program; https://portal.kbebuilding.com/docs/CT_Badging_Info.pdf This information will be kept strictly confidential by the Construction Manager and used solely for the purpose of this program, If a Subcontractor attempts to characterize an individual worker as an independent contractor, it shall first obtain confirmation from the proper authorities that the relationship meets applicable criteria, and such confirmation shall be provided in writing to Construction Manager before such individual independent contractor shall be permitted as a sub-subcontractor on site. Both the employer and employee will be expected to independently verify and certify this information as part of the program requirements.

Any employee or worker for which Subcontractor is responsible for (including their Subcontractors), that loses their identification badge will have a deduct change order written in the amount of \$50 by the Construction Manager for each replacement badge.

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Bidders shall include costs for full- time on-site supervision (for duration of Site work contract) which shall include:

- Reports to Construction Project Superintendent (CM)
- Oversee activities of Bidders scope to ensure conformance with contract documents and quality control.
- Oversee project Start-up
- Ensure all workers are properly badged
- Oversee daily project safety meetings
- Communicate with all necessary individuals in person, by phone or by email,
- Attends daily forman meeting with the Construction Managers Superintendent.
- Monitor project schedule for specific Bidders specific scope of work
- Organize and monitor Bidders documentation including daily reports
- Monitor Requirements for MBE, SBE & WBE
- Update As-Built drawings on a weekly basis

23. ELECTRIC POWER AND LIGHTING

Subcontractor is responsible to provide all power for its work including all fuel/energy consumption costs, prior to Construction Manager establishing temporary power onsite. Once the Construction Manager has Electrical Subcontractor establish power at a location(s), a limited amount of 120V GFI construction electrical power will be available. Any extension of this power, or power at higher voltages, inclusive of fuel/energy consumption costs, will be by Subcontractor requiring the power and must be in accordance with applicable laws and codes. No power will be supplied for Masonry saws or Welding equipment.

Construction lighting will be provided and maintained by the Electrical Subcontractor in accordance with applicable regulation. Subcontractors requiring more lighting will be responsible for all costs to provide for such lighting.

Construction light and power will be provided during restricted hours and days as determined by Construction Manager. Subcontractors requiring power and lights beyond those times will be responsible for the cost and effort of providing such services. If Subcontractor is working before or after normal working hours including weekends and holidays, and Construction Manager has determined that premium time costs are the responsibility of the Subcontractor, then Subcontractor shall also be responsible for any costs associated with controlling, maintaining, and consumption fees associated with temporary utilities during such time periods

Subcontractor is responsible to supply their own 12 gage powercords to distribute power

24. WATER AND SANITARY FACILITIES

The Construction Manager at a single point on the site will provide water for construction purposes for the building construction. Extension of water service, if required by any Subcontractor, will be by the Subcontractor at its cost. The Construction Manager will provide temporary sanitary facilities. The subcontractor is responsible to supply hoses to distribute water supply from source.

25. HOISTING / LIFTING / MEANS OF CONVEYANCE

Hoisting, lifting and other means of conveyance is the responsibility of the Subcontractor. The Construction Manager will **not** provide any cranes, lulls, lifts or any other means of conveyance on this Project. Location of, and scheduling of Subcontractor's cranes and hoisting apparatus to be coordinated with Construction Manager's Project Superintendent. All cranes and operators must be licensed and meet all State and federal requirements.

26. FIRE HAZARDS

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Particular attention is to be given to preventing fires during construction. Utmost care must be exercised to avoid any possibility of fire or injury to persons or property.

Burning and Welding Permits must be requested by the Subcontractor for each day that burning or welding will be preformed. No Burning or Welding work will be allowed to be preformed without said permit. The Construction Manager will at its discretion, issue daily permits for each day such operations are planned. Subcontractor shall comply with all requirements of said permits including follow-up inspection and reporting after completion of day's work. Should a fire watch be required, it is the responsibility of Subcontractor to provide and pay for all costs associated with fire watch activities.

27. CLEAN UP

Clean up of debris created, safe removal of debris from building, carting of debris to dumpster locations, sorting materials into designated categories, and placing debris into designated dumpsters is the **DAILY responsibility of EACH Subcontractor**. All carts and other equipment required to transport the debris to the designated dumpsters shall be provided by the Subcontractor. A separate clean up line item will be required on Subcontractor's Schedule of Values. Progress Payments for this line item will be closely scrutinized to assure Subcontractor meets contractual obligations for **DAILY** Clean Up. All Bidders shall be responsible for daily clean-up of all areas that they are working in. The areas shall be left broom clean. All debris and scrap is to be removed to a dumpster provided by the subcontractor. All carts and other equipment required to transport the debris to the designated dumpsters shall be provided by the Subcontractor. It will be Subcontractor's responsibility to remove from the site any damaged, rejected, surplus or unusable items that will not fit into subcontractor's dumpsters. If Subcontractor's waste material is considered hazardous waste, it will be the responsibility of Subcontractor to remove this material from the site and dispose of all hazardous waste materials as required by all applicable regulatory agencies

BUILDINGS AND SITE AREAS ARE TO BE KEPT CLEAN AT ALL TIMES AND FAILURE OF ANY SUBCONTRACTOR TO REMOVE ACCUMULATING DEBRIS AFTER A 24 HOUR NOTICE WILL RESULT IN BACKCHARGES FROM CONSTRUCTION MANAGER FOR CLEANING.

CLEAN MEANS BROOM CLEAN.

28. SUBSTITUTIONS

Bidders quotations must be based on specified products. Substitutions will only be allowed in accordance with project specifications. All substitution request must be made and acted upon during the bidding process. Acceptance or rejection of proposed substitutions is the Architect/Owner's sole judgment, without appeal, and such acceptance or rejection can be for any reason, even arbitrary ones.

If substitutions are rejected, Subcontractor shall, without increase in cost or time, furnish the specified product. Failure to do so will give Construction Manager any and all legal rights to enforce the Subcontract and/or Bidding covenants.

The subcontractor shall be responsible for the cost of all remedial work, including work by other trades, that result from the subcontractors failure to install materials approved for use on this project.

29. CUTTING, PATCHING AND SLEEVING

All penetrations through new work must be sleeved, with sleeves furnished and installed by trade requiring them. Failure to provide sleeves and locations on a timely manner will result in extra cost for Subcontractor needing penetration. Any penetration made on a given day must be protected from water and or weather intrusion at the end

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of the day.

Subcontractor shall perform all cutting required by its Bid/Contract Documents to perform its work. Patching will be provided by the trade(s) whose material was cut. Cutting to be accurately and neatly performed without excessive cutting being performed. In the event, cutting and patching are required as a result of Subcontractor's failure in the performance of the Work, the Subcontractor shall be responsible for the corrective cutting and patching at no cost to Construction Manager.

Any subcontractor creating a Hazard by means of required cutting, **must** protect the hazard accordingly. All protection must fully comply with OSHA standards.

Substitutions must be submitted in strict accordance with Specification Section 01 25 00. Approval of a substitution by the Architect without the submission of the required "Equal or Substitute Product Request" form along with a side by side comparison will not indemnify the Subcontractor from damages resulting from rejection of substituted item by the Owner, Architect, CA, or CM.

30. QUALITY CONTROL

Bidder acknowledges that its Bid includes all labor, material and all other things necessary to provide the Owner and Construction Manager with any and all information, material and documentation necessary to comply with Owner's Quality Control requirements. Failure by Subcontractor to meet any of said requirements timely may result in a fine equal to the damages incurred as a result of said failure. All requirements as Stated above can be found in the Bid Documents attached hereto and incorporated herein.

The Subcontractor must attend Pre-Installation Meetings for each activity they are performing or are coordinating with. The Pre-Installation Meeting will take place two weeks prior to the start of each activity. At that time, all submittals must be submitted and approved. Any questions or concerns with the work shall be discussed, resolved and documented. Any issues that are not resolved during the Pre-Installation Meeting must be submitted by the Subcontractor as a RFI immediately.

The Subcontractor shall be responsible for the cost of all remedial work, including work by other trades, that result from the Subcontractor's failure to install materials approved for use on this project.

31. JOB MEETINGS and DAILY REPORTS

Weekly job meetings will be held which require mandatory subcontractor attendance to discuss schedule, coordination of activities, safety and site logistics. Subcontractor must have a Project Manager or Officer of the company in attendance who is authorized to make financial and operational decisions. Failure of the PM or the Officer to attend the job meetings will result in a \$500.00 fine per offense. At these meetings Subcontractor will be expected to submit a **written** progress report and schedule for the period ahead. All Subcontractors shall submit a **written** daily report documenting the number of on-site workers and their work classification to the Construction Manager on forms available from Construction Manager. The Subcontractor is required to submit a resource loaded two-week schedule every Monday and attend weekly job meetings held by Construction Manager, failure to comply with this request will result in \$250.00 fine.

32. NON-DISCRIMINATION IN EMPLOYMENT AND AFFIRMATIVE ACTION REQUALIFICATIONS

Subcontractors must certify as applicable and comply with all applicable non-discrimination and affirmative action requirements as described in the Contract Documents.

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33. INSURANCE

Bidders are to provide insurance as noted in the project Specifications and the Subcontract Agreement and in conformance with the enclosed sample insurance certificate.

34. PROTECTION AGAINST LOSS AND DAMAGE

The Subcontractor shall protect and secure its materials and equipment against loss, including theft. The Construction Manager will not accept any claim for alleged theft and or damage. Subcontractor will protect its work from damage until its work is complete for the entire Project.

Subcontractor shall exercise care to protect existing conditions. Repair or replace, at the Construction Managers and Owner's discretion, any damage caused by this subcontractors work, to the satisfaction of CM and the Owner of the item damaged. All costs associated with replacing damaged or rejected work is to be by responsible subcontractor.

Subcontractor shall be responsible for the building in his charge. He shall protect adjacent work and materials from soiling or damage as well as his own. Upon completion of work, Subcontractor shall remove all equipment, debris and surplus materials generated by his work.

35. EXTRA WORK/COST MODIFICATIONS

All extra work is to be quoted as described in Subcontract Agreement and Specifications Section 01 26 00 Contract Modification Procedures. It is the goal of the Construction Manager to keep changes and extra work to an absolute minimum. All requests for additional work by Subcontractors will be thoroughly examined and detailed breakdowns and information will be required to thoroughly substantiate all requests. No extra work shall take place without a formal PCO number assigned by the Construction Manager. Acknowledgment and agreement that upon request from the Construction Manager of a notification of a change order request, the Subcontractor will respond within seven (7) days, in writing, as to the effect on the Subcontract price, Subcontract work, and schedule of Subcontract work, and will provide full and complete detailed information to substantiate the effect including materials, equipment and labor rates (utilizing the rates established in the Contract Documents.) Failure to respond within (7) days will result in the CM notifying the owner that there is zero cost associated with the change. If a change results in credit and is not acknowledged within the (7) days the CM will develop and present the credit cost to the owner.

36. SALES TAX

This Project is exempt from Connecticut Sales, Service and Use Taxes to the extent provided by Connecticut law.

37. SCHEDULE OF VALUES

If Bidder is engaged by Construction Manager to participate in a bid review meeting, Bidder must present a Schedule of Values with adequate detail to allow Construction Manager to thoroughly analyze the Bid. Construction Manager will be the sole authority on the amount of detail required. Upon award, Construction Manager will require certain cost breakdowns for budget and payment purposes within (7) days. Subcontractor's billing Schedule of Values shall be on form equivalent to AIA Document G703 and shall be submitted to Construction Manager in advance of first requisition for approval. Schedule of Values must accurately reflect all job costs. The Schedule of Values must reflect the different components and phases of the Project.

Monthly requisition must be submitted no later than the 20th of each month. Failure to submit within this time frame will result in the subcontractor missing the billing cycle.

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38. WAGE RATES

Wage Rate Determination for this Project from the State of Connecticut is enclosed in the Subcontract Agreement Package. Certified payrolls for site labor shall be submitted **weekly** to Construction Manager on the forms enclosed with the Bid Documents. Construction Manager reserves the right to, without prior notice, audit payroll checks given to workers on site in order to ascertain that wages and fringe benefits are being paid as required by the State of Connecticut. The payroll reports shall correspond with the submitted daily manpower reports (see item 33). Subcontractor shall be responsible for any changes in the applicable rates during the project and shall consider such contingencies when preparing its bid. No additional payments shall be made for changes in applicable wage rates.

Subcontractor's invoices will not be paid until certified payrolls and other required documentation is fully and accurately submitted.

All Apprentices shall be registered with the State of Connecticut and their number shall not exceed the number allowed by law. Otherwise, all workers must be paid at least the Journeyman rate listed including benefits.

Link to CT requirements www.ctdol.State.ct.us/wgwkstnd/bidpack.htm

39. OUT OF STATE SUBCONTRACTORS

Construction Manager is required to report names of non-resident Subcontractors to appropriate State of Connecticut agencies to assure that Subcontractor is paying Unemployment Taxes and other applicable taxes and insurance. ALL NON-RESIDENT CONTRACTORS MUST FURNISH A (5%) SALES TAX GUARANTEE BOND WITH THE CONNECTICUT DEPARTMENT OF REVENUE SERVICES EVEN THOUGH THIS PROJECT IS EXEMPT FROM SALES TAXES (C.G.S. SECTION 12-430 (7)). Otherwise, Subcontractor's payments shall be subject to a 5% withholding over and above retainage, that shall be submitted to the State of Connecticut Department of Revenue Services. Any monies forwarded to the State under the statutory requirements shall be the responsibility of Subcontractor to pursue directly from the State. Subcontractor waives any and all claims against Construction Manager and the Owner in relation to such payments to the State in satisfaction of the subcontractor's obligations. Subcontractors shall enforce this requirement with respect to any non-resident sub-subcontractors hired by them.

40. NON COLLUSION AFFIDAVIT

Each Bidder submitting a bid for any portion of the work contemplated by the documents on which bidding is based shall execute, and attach thereto, the enclosed affidavit substantiating in the form provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted.

41. SUBCONTRACTOR AND MATERIAL/EQUIPMENT MANUFACTURERS

On or before a bid is awarded, and upon request of the Construction Manager, each Bidder shall submit a written list of proposed sub-subcontractors and major suppliers (manufacturers) of equipment and material. Prior to contract award the successful Bidder must have the Construction Manager's approval before awarding the work to the named list of sub-subcontractors and/or vendors. Subsubcontractor or supplier (manufacturer) substitutions will **not** be allowed after the bid. Any such subsubcontractors and suppliers certified as minority, small, disadvantaged, etc. business enterprises shall be identified, with the approximate contract value listed for each.

42. CONNECTICUT SET-ASIDE PROGRAM

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Bidders shall be responsible to award not less than 30% of the cost of construction to subcontractors who are certified and eligible to participate under the State of Connecticut Set Aside Program for small, minority and women owned business enterprises including 10% that must be awarded to certified and eligible minority/women owned enterprises, in accordance with Connecticut General Statutes section 4a-60g through 4a-60j. This requirement must be met even if Bidder s certified and eligible to participate in the Small Business Set-Aside Program. Subcontractors shall draft and submit for approval an affirmative action plan in accordance with the rules and regulations of the Connecticut Human Rights and Opportunities Commission (“CHRO”). The affirmative action plan must be approved by the CHRO as a condition precedent to approval of the subcontractor’s contract. Bidders must provide a list, during the scope review, of contractors they intend to use to meet the SBE and MBE requirements

Bidders are to take note of the CHRO form (see attached “Set-Aside Plan Format”) that is a requirement to be completed by the successful qualified bidder. Bidders shall note that if they are not familiar with the preparation and submission of this form, they should retain the services of a Consultant to help them through the preparation and submission process.

43. USE OF SURVEY INFORMATION

If available, information such as the test hole and geotechnical soils report, lead and asbestos reports are included in the Bid Documents. To the extent provided, this information is provided to Bidders informally for their convenience and is not warranted or guaranteed and may not be used as the basis for any claim against the Owner, Construction Manager or Architect. The information must be independently verified by Subcontractor and used at its own risk subject to this section.

44. OBTAINING PLANS AND SPECIFICATIONS FOR BIDDING FROM OTHER THAN THE CONSTRUCTION MANAGER

Any Bidder which obtains or views plans and specifications from or at any source other than the Construction Manager has the responsibility to keep itself informed of any addenda or other changes in the Bid Documents or Bid Instructions. The Construction Manager will inform Bidders obtaining Bid Documents from Construction Manager of any such changes, except that the Construction Manager assumes no obligation to keep sub-subcontractors or suppliers advised of such changes. Likewise, in those cases where Bidders are not required to attend Pre-Bid Meetings, it would be in their interests to notify Construction Manager that they are bidding so they can be kept current with any addenda or bid instruction changes.

45. SUBCONTRACT AGREEMENT

By submitting its bid, Bidder agrees to be bound by the terms and conditions of the enclosed Subcontract Agreement without modification or alteration. Construction Manager reserves the right to modify the Subcontract Agreement consistent with this Bid Package and the specific requirements of the Project and the Bidder’s scope of work. Failure or refusal to execute the Subcontract by the successful Bidder will result in forfeiture of the Bidder’s bid security and other damages for failure to honor its bid.

It is understood that the Subcontractor is bound by all the obligations and responsibilities that the Construction Manager assumes toward the Owner including, but not limited to: the means and methods for its work and the work of its sub-subcontractors, the safety of its workers and the workplace due to its operations, the providing of work in accordance with the Contract Documents and free from defects, the repair of any work found to be defective and the providing of corrective work during warrantee or guarantee periods. Subcontractor will be responsible for replacing or repairing at no cost to the Owner or Construction Manager, any work defined under this scope that is determined to be unacceptable by the Owner or Construction Manager.

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It is further understood that the Construction Manager's responsibility with respect to any claims of any nature whatsoever from the Subcontractor shall be to process the claims according to the provisions of the Bid and Contract Documents. The Construction Manager's liability to the Subcontractor for such claims shall be limited to any adjustment which shall be made by the Owner to the Construction Manager's contract on account of such claim, less any amounts including legal fees incurred by the Construction Manager in the presentation of such claim or claims.

46. ALLOWANCES

Bidders are to include specified labor and material Allowances specified in the Special Instructions to Bidders and Proposal Requirements for individual Bid Package, if any. The material Allowances are based on a cost to the Bidders basis. **Any overhead and profit shall be in the base bid and not in the Allowance (no additional markups on Allowances).**

47. DELAY DAMAGES

Bidder acknowledges that in the event of a delay in Substantial Completion/Completion of the Work, Construction Manager may be obligated to pay as liquidated damages to the Owner the amount of \$7,400.00 for each calendar day of delay until the work is completed or accepted. Therefore, if Subcontractor is responsible for the delay, in whole or in part, Subcontractor agrees to pay to Construction Manager its proportionate share of such damages resulting from delays caused by Subcontractor, as well as any other damages suffered by Construction Manager for which Subcontractor is responsible.

48. SUBMITTALS

All submittals and shop drawings are required to be submitted within thirty (30) days of contract award/ notification to proceed or as required to maintain the project schedule. Timeliness of submission is critical in order to assure timely review and approval by Architect and Construction Manager. Subcontractor shall be responsible for any damages resulting from its failure to prepare and submit proper and timely submittals. This will be strictly enforced. All submittals required by the Subcontractor, including, but not limited to, product data, certifications, shop drawings, samples, test results, etc., are to be forwarded in quantities of no less than a minimum of nine (9) each. All submittals are to be categorized by Specification Section. Subcontractor will also be required to submit one (1) electronic copy with the submission.

Any requests for equals or substitutions shall be made prior to the receipt of bid(s) in RFI format for review and subsequent approval or denial by the architect. Any requests for equals or substitutions requested after bids are received will be denied.

The Subcontractor must complete the included Material Lead Time form after award for each item they are responsible for that has a lead time greater than two weeks. The Subcontractor is responsible for all additional costs necessary to maintain the project schedule due their failure to submit within 5 days of contract award or notice to proceed.

The CMR will forward any cost associated with the design team's review of submittals returned Revise and Resubmit will be forwarded to the subcontractor accordingly.

The Bidder is responsible for any fees and/ or release authorizations associated with the release of CAD backgrounds required.

49. PUNCH LIST

Punch Lists will be issued to Subcontractors prior to Substantial Completion and, again, after Substantial Completion of each phase of work being turned over. Completion of all Pre-Final and Final Punch List items for each phase will be required to be 100% complete and signed off by Construction Manager and Architect within (10) days, so as to ensure compliance with the requirements of the Project Schedule. If either punch list is not completed

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in this timeframe the CMR reserves the right to complete the remaining items. All costs associated with this work, along with a 10% Administration Fee, will then be forwarded to the Subcontractor responsible for resolution.

50. NO SMOKING

Smoking will not be permitted on the project site at any time.

51. CLOSEOUT

Close out documents are required within 30 days of contract award (except As-Built drawings). The Bidder's 2nd payment will be withheld until such time these items are submitted to and approved by the CMR

Warranties shall be provided as required in accordance with the project specifications.

52. MOCK-UPS

Bidders are responsible for all mock-ups as required in the project specification. All mock-ups must be completed in a timely manner not to the delay project schedule to allow for the review, alterations and approvals of the mock-ups. It is the subcontractor's responsibility to construct mock-ups until approved at no extra charge. Any additional cost associated with procurement of materials required for the mock-up will be the responsibility of the subcontractor.

53. COMMISSIONING

Bidders shall provide all manpower to work in conjunction with the Commissioning Agent to ensure that systems are complete and install per the contract documents. Subcontractor shall provide all demonstration start-up, operation, control adjustment, troubleshooting, servicing and maintenance and shutdown of each item in the scope of work.. All Commissioning punch list items need to be completed within (10) days of issuance of the punch list. The CMR will forward any cost associated with the CxA's re-testing of failed systems.

54. LEED

Bidders must strictly adhere to Specification Section 01 81 13 Sustainable Design Requirements and the individual Sections the subcontractors are responsible for. All materials purchased that apply to LEED must be regional and include recycled content per the contract documents

55. AS-BUILTS

Any required as-built drawings or other information, must be recorded by Subcontractor ON A WEEKLY BASIS on the set of drawings retained at the site by Construction Manager's Project Superintendent AND as directed by the Project Superintendent. All changes must be clearly marked and in a reproducible ink. If Subcontractor neglects to record as-built information, Construction Manager has the right to research and record as-built conditions of Subcontractor's work and backcharge Subcontractor for all associated costs incurred by Contractor. Subcontractor will be responsible for supplementing as-built information after substantial completion in order to assure a full as-built record upon final completion of the Subcontractor's work on the project. A separate as-built line item will be required on the contract schedule of values. Progress payments for this line item will be closely scrutinized to assure this subcontractor meets contractual obligations. Submission of adequate and approved as-built information and all other required closeout information is a condition precedent to Subcontractor's right to release of retainage and final payment. As-Built drawings will be reviewed in the weekly subcontractor meeting, failure to update on a weekly basis will result in a \$250.00 fine per week.

56. ESCALATION

Subcontractor has expressly assumed the risk of the cost increases and the effects of shortages or lack of availability of materials, energy, goods and labor, and neither this subcontract amount nor the schedule for performance and completion of the Work shall be subject to adjustment should any of these risks arise

57. HAZERDOUS MATERIAL AWARENESS

**Additions and Renovations to
JM Wright Technical High School
Stamford, CT**

All Bidders are to take note of Volume 3 of 3 of the project specification indicating hazardous materials on the project. All Bidders are required to provide workers lead, mold and asbestos awareness training by a certified instructor. Their certificates of training must be submitted to the Construction Manager during site orientation. Any worker not trained prior to orientation will be trained onsite at a cost of \$110.00.

END OF INSTRUCTIONS TO BIDDERS