Connecticut
Department Of Construction Services

# Construction Manager At Risk (CMR) Request For Proposals (RFP)

## Volume 1 of 1
## Scopes Of Proposals

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

Prepared By:
CT Department of Construction Services
Division of Design & Construction
Office of Process Management
165 Capitol Avenue,
Hartford, CT 06106

CMR RFP Release Date to Shortlisted CMR Proposers:
Tuesday, April 10, 2012 at 1:00 P.M.

# Volume 1 of 1
# Scopes of Proposals for CMR

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# Section 00 11 19.2
# CMR Request For Proposals (RFP)

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
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**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# STATE OF CONNECTICUT
*DEPARTMENT OF CONSTRUCTION SERVICES*

**Donald DeFronzo**
*Acting Commissioner*

**April 2, 2012** ***Via Email:*** **April 2, 2012**

**Attention:**

**Daniel O'Connell's Sons, Inc.**
480 Hampden Street
Holyoke, MA 01040
**Attn:** **Dennis Fitzpatrick, President**
**Email** **fitzpatrick@oconnells.com**

**Skanska USA Building Inc.**
545 Long Wharf Drive, 6th Floor
New Haven, CT 06511
**Attn:** **Robert Daddona**
**Email:** **robert.daddona@skanska.com**

**Dimeo Construction Company**
1211 Chapel Street
New Haven, CT 06511
**Attn:** **Stephen F. Rutledge**
**Email:** **srutledge@dimeo.com**

**Morgan Construction Enterprises, Inc.**
30 Cooper Sq., 10th floor
New York, NY 10003
**Attn:** **John Deren**
**Email:** **jderen@morgan-contracting.com**

**Shawmut Design and Construction**
116 Washington Ave
North Haven, CT 06473
**Attn:** **Robert M. Lux**
**Email:** **rlux@shawmut.com**

**Project Number:** **BI-RS- 225B CMR**

**Reference:** **Construction Manager at Risk (CMR)**
**Request for Proposals**
**Additions and Renovations to Buley Library – Phase 2**
**Southern Connecticut State University**
**New Haven, CT**

**Dear Shortlisted CMR Proposer:**

I am pleased to inform you that your Firm has been Shortlisted by the DCS Qualifications Based Screening Shortlist Panel and you are invited to submit a Proposal in response to this CMR Request For Proposals.

1. **CMR RFP Release Date and Time to Shortlisted CMR Proposers:**
   **Tuesday, April 10, 2012, 1:00 P.M.**

2. **CMR RFP Pick-up Location:**
   CT Department of Construction Services
   Division of Design & Construction
   Office of Process Management
   Room 261
   165 Capitol Avenue
   Hartford, CT 06106

   **Hours/Days of Operations:** 8:00 A.M to 4:00 P.M., Monday through Friday

**165 Capital Avenue Hartford, CT 06106**
**An Equal Opportunity Employer**

**3. CMR Pre - Proposal Meeting:**
All Shortlisted CMR Proposers are required to attend a mandatory "Pre-Proposal Meeting". This will be the **ONLY** opportunity for Shortlisted CMR Proposers to discuss the Project with the CT DCS Project Manager, Owner's Representative, Architect, and Agency Representative(s). It is scheduled as follows:

**Date:** **Wednesday, April 18, 2012**

**Start Time:** **10:00 AM**

**Location:** **SCSU Facilities**
**3rd. Floor Conference Room**
**615 Fitch St. (Route. 10)**
**Hamden, CT**

**3.1** **Registration:** CMR Proposers who do not properly register at the mandatory pre-proposal Meeting may cause their Proposals to be rejected as non-responsive. All attendees of the CMR Pre-proposal Meeting will be required to register. Proper registration means that the proposer's representative has signed their name to the official roster and listed the name and address of the company they represent on the official roster no later than the designated start time of the pre-proposal conference. Proposers are advised to register early as no attendee will be allowed to register after the advertised start time of the pre-proposal conference.

**3.2** **Questions:** For questions concerning the CMR Pre-Proposal Meeting contact:

**Contact:** Robert Prentice – CT DCS Project Manager

**Email:** robert.prenticei@ct.gov

**Phone:** 860.713.5830

Very truly yours,

Randy Daigle, CT DCS Project Manager, CT DCS Office of Process Management

**Attachments:** 1. Travel Directions 2. Parking Issues

| | | |
|---|---|---|
| **cc:** | **A.V. Herring – CT DCS Chief Engineer** | allen.herring@ct.gov |
| | **B. T. Bockstael, FAIA – CT DCS Chief Architect** | bruce.bockstael@ct.gov |
| | **R. Prentice – CT DCS Project Manager** | robert.prenticei@ct.gov |
| | **E. Pizzoferrato – CT DCS ADPM for the Project** | emilio.pizzoferrato@ct.gov |
| | **R. Cane - CT DCS Assistant Project Manager** | robert.cane@ct.gov |
| | **R. Sheeley – SCSU Agency Representative** | sheeleyr1@southernct.edu |
| | **K. Epstein – CSUS Agency Representative** | epsteink@ct.edu |
| | **K. Kopetz – CT DAS Agency Legal Director** | kevin.kopetz@ct.gov |
| | **R. Avery – CT DCS Attorney** | roberta.avery@ct.gov |
| | **R. Mitchell – CT DCS Secretary** | rose.mitchell@ct.gov |
| | File | |

## 1. Travel Directions To:

**Southern Connecticut State University**
**Facilities Operations**
3rd. Floor Conference Room
615 Fitch St. (Route. 10)
Hamden, CT

- **From New York (via I-95):**
  I-95, Exit 44 (Kimberly Avenue, Route 10). Turn right at the end of the exit onto Kimberly Avenue, then left at the stoplight onto Ella Grasso Boulevard, Route 10. Ella Grasso Boulevard ends at Crescent Street, near the south entrance of the campus.
- **From New York (via Rt. 15, Merritt-Wilbur Cross Parkway):**
  Rt. 15, Merritt-Wilbur Cross Parkway, Exit 59 (Whalley Avenue). Head south on Whalley Avenue, turn left onto Fitch Street, which bisects the campus.
- **From New London:**
  I-95, Exit 45 (Ella Grasso Boulevard, Route 10). Follow Ella Grasso Boulevard north. Ella Grasso Boulevard ends at Crescent Street, near the south entrance of the campus.
- **From Hartford:**
  Wilbur Cross Parkway, Exit 60 at Dixwell Avenue. Head south on Dixwell Avenue to Arch Street. Turn right at Arch Street and left at Fitch Street, which bisects the campus.

**Estimated driving time to New Haven and campus:**

**From Albany, NY:** 2.5 hours, 150 miles;

**From Boston, MA:** 2 hours, 137 miles;

**From New York City:** 1.5 hours, 80 miles;

**From Philadelphia, PA:** 3 hours, 180 miles;

**From Washington, DC:** 5 hours, 300 miles.

## 2. Parking Issues At:

Southern Connecticut State University, parking is available and attendant will give directions.

***END***
***Section 00 11 19.2***
***CMR Request for Proposals***

# Section 00 24 19.2
# Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

## 1.0 Connecticut Department Construction Services - Divisions:

The Connecticut Department Construction Services (CT DCS) is comprised two (2) distinct operational Divisions that shall provide the following types design, construction, and building / fire code services for State Capital Projects:

**1.1 Division of Design and Construction (DD&C):** DD&C is comprised of the following Offices:

**1.1.1 Office of Process Management:** This Office provides the fiscal programming and budget formulation necessary for the development and implementation of State Capital Projects including consultant and contractor selection, creation and management of design & construction processes & procedures & forms State Capital Projects.

**1.1.2 Office of Project Management:** This Office provides all of the functions necessary for the execution of the design & construction of Capital Projects including Project Scope Development, Scheduling, Consultant Selection & Contracts, and Management of the Design and Construction Phase Services of a Project.

**1.2 Division of Fire and Buildings Services (DFBS):** DFBS is comprised of the following Offices:

**1.2.1 Office of State Building Inspector (OSBI):** The OSBI is Authority Having Jurisdiction for State Building Code compliance for State Capital Projects including Code Plan Review, Construction Inspections, and issuance of Building Permits and Certificates of Occupancy.

**1.2.2 Office of State Fire Marshal (OSFM):** The OSFM is Authority Having Jurisdiction for CT Fire Safety Code compliance for State Capital Projects including Code Plan Review, Construction Inspections, and annual inspection of existing State Buildings.

## 2.0 Project Information:

The CT DCS is accepting Proposals in response to this CMR Request For Proposals (RFP) from the CMR Proposers that have been Shortlisted for the following Project:

| | |
|---|---|
| **Project Number:** | **BI-RS-225B CMR** |
| **Project Name:** | **Additions and Renovations to Buley Library – Phase 2**<br>**Southern Connecticut State University**<br>**New Haven, CT** |
| **Project Location:** | **New Haven, CT** |
| **Cost Of The Work Budget:** | **$18,700,000** |
| **Construction Phase** | **510 Calendar Days** (Construction Start Date to Substantial Completion Date.) |

**2.1 Summary Project Description:**

**2.1.1 General:**

Renovation of approximately 98,500 gross square foot (GSF) Library building for Southern Connecticut State University (SCSU). The interior and exterior of the building will be demoed, leaving the structural steel along with the structural slabs and roof's. Once in possession of the building the CMR must protect the MEP systems in the basement of the building, which service the now occupied New Addition which was completed in 2008. Under this project a new building envelop will be constructed, including but not limited to block, brick, windows, doors and roofs. Along with the exterior envelop we will be completing all necessary MEP systems to support our interior program fit out. There is also a three story curtain wall which will connect floors 2, 3, & 4 to the existing new addition. The use group is A-3 and the type of construction is IIA.

Originally the new addition and the existing building renovation were one project. The project was terminated at the convenience of the state. A good portion of material and equipment which was designated for the existing structure had already been purchased. This material and equipment has been inventoried and stored for reuse on this project and must be factored into your proposal, est. value ($1.7 million). The **Buley Library Inventory List** will be available on OakPark Architects FTP Website (see Section 00 31 36 of this CMR RFP for access to the OakPark Architects FTP Website). Also see subsection **8.1.5 "Purchased Materials on Hand"** of Section 00 54 13, "CMR Preconstruction Phase Supplemental Scope of Services".

A temporary Ramp and entrance now serves the Library, after the certificate of occupancy has been issued by OSBI the ramp and access doors will be removed. The entrance will be finished off as shown on the plans and the area beneath and around the former ramp restored as shown on the site plan.

The owner has hired a demolition Company who will begin on **February 6, 2012.** They will be protecting the ground floor, where we have operating, mechanical and electrical rooms along with a large amount of stored material, with fully adhered EPDM.

**2.1.2 Ongoing Facility Operations With-in The Project Site:** The basement of the facility to be renovated houses the electrical, mechanical and IT systems which support and power the adjacent occupied library facility. The proposed construction contract and GMP Proposal must provide for the protection of these critical facilities, and provide for the uninterrupted operation and maintenance of these systems. The CMR shall work with the Design Team and the SCSU Facility Staff too allow the campus staff to have access as necessary for their operations and maintenance operations. The details of this will be developed with input from the SCSU staff as part of the preparation of the trade bids.

**2.1.3 Design Concept:**
This new Library facility will provide the students with a state of the art learning and resource center. Included in this design there will be an art gallery located in a prominent area, along with classrooms and offices.

**2.1.4 Phasing:**
N/A

**2.1.5 Existing Site:**
The project site essentially is the existing structure. Minimal grade changes, no underground utilizes but there will be site lighting along with walkways to tie into the quadrangle which is the heart of the campus.

**2.1.6 Site Design:**
This will be incorporating a stage area for events including graduation.

**2.1.7 Landscape Design:**
Landscaping work includes the creation of the areas immediately adjacent to the library building. Scope includes lawn area; pedestrian pathways. Durable trees and groundcover will be integrated into the design as well as the required pedestrian lighting.

**2.1.8 Sustainability Goals:**
N/A

**2.1.9 Interior Design:**
The interior finishes will address the varied functional program areas in the facility. In general, all materials will be selected to address durability concerns related to a University Library building and to conform to SCSU campus standards. Scope will also include code required and room identification signage as well as general way finding signage.

**2.1.10 Furnishing and Equipment and Work by Others:**
The CMR's scope will not include new furnishings related to common spaces, lab and teaching areas and faculty spaces in the entire facility. It will involve some coordination between the owner and the CMR.

**2.1.11 Environmental & Permitting Issues:**
None known at this time.

**2.1.12 Hazardous Materials Abatement:**
You will have a completely abated structure.

**2.1.13 Temporary Utility Installations:**

**2.2 Project Documents:**
For Project Documents, see Section 00 31 36 - 100% Schematic Design (SD) Phase Documents Available for Shortlisted CMR Proposer Review for access to the Architect's Documents by a File Transfer Protocol (FTP) at OakPark Architects FTP Website. See Section 00 31 36 of this CMR RFP for access to the OakPark Architects FTP Website.

**2.3** **Demolition Requirements:** The Owner is presently undertaking demolition and abatement within the Buley - Phase 2 project site. Work is presently under way and will be 100% complete in early September of 2012.

The DCS demolition/abatement contractor will remove all fireproofing insulation from the steel decking on all floors except the basement floor. The fire proofing in the basement is new. The basement level should be considered fully abated. The removal consists of the demolition of all contaminated ductwork, piping and conduits. Once the interior fireproofing is fully abated the contractor will concentrate on the exterior removal of fireproofing insulation.

The front entrance façade and roof overhang columns will be fully abated of fireproofing insulation. The next step will be the abatement of the building windows and skin from the exterior. Prior to the contractor beginning the removal of the windows and complete exterior skin; the abatement/demolition contractor shall construct a water tight membrane over or along the entire first floor so that equipment and electrical components will be protected from the weather conditions. The Contractor will perform abatement of all the buildings windows that contain asbestos caulking as well as remove the brick skin of the building within regulated areas. In areas where bulk fireproofing may still be present on some beams small non-airtight containments may need to be constructed to ensure visible emissions do not occur. The abatement/demolition contractor will as a last step remove the CMU wall that is present behind the exterior skin of the building. Fireproofing insulation may exist within the top few courses of this material and will be properly abated from the exterior in the same manner as the brick skin.

When completed the demolition/abatement contractor will have removed all interior fireproofing insulation, ductwork, piping and conduits – abated and demolished all of the window components, exterior brick skin and CMU wall located behind the brick skin. The building will be turned over with the floor slabs, structural steel, roof and the entire basement floor intact."

**2.4** **Authority Having Jurisdiction for Code Compliance:**

**2.4.1** **Building Permit Plan Review and Building Permit:**
Prior to Bidding this project, the Construction Documents shall require Building Permit Plan Review and issuance of a "Building Permit" from the CT DCS Office of State Building Inspector (OSBI).

**2.4.2** **Certificate of Occupancy:** Prior to Owner Occupancy this project shall require a "Certificate of Occupancy" issued by the CT DCS Office of State Building Inspector (OSBI).

**2.5** **High Performance Buildings:** This Project is **exempt** from the requirements of CGS § 16a-38k and the CT Building Standard Guidelines Compliance Manual for High Performance Buildings (August 2009").

**2.6** **Commissioning:** Building Commissioning (Cx) shall be an integral part of the building project. An Owner's independent Commissioning Authority (CxA) shall be responsible to carry out the execution of the commissioning process in coordination with A/E and CMR.

## 3.0 Proposed Key Milestone Schedule:

The following is the Proposed **Key CMR Milestone Schedule** for this Project and is issued by the CT DCS, to all Shortlisted CMR Proposers. The following is the Proposed **Key CMR Milestone Schedule** for this Project and is issued by the Division of Design & Construction Office of Process Management, State of Connecticut to all Shortlisted CMR Proposers.

| Item | Proposed Key Milestone Schedule | Day of Week Date |
|---|---|---|
| **1.0** | CMR Request for Proposals (RFP) sent to Shortlisted CMR Proposers (with CMR RFP Release Date / Time):<br>**1.1** Final CMR RFP sent to Printer. | **Monday 04.02.12**<br>**Tuesday 04.03.12** |
| **2.0** | **CMR Request for Proposals (RFP) Release Day / Date / Time to CMR Proposers:**<br>**2.1** CMR RFP available for Pick-up stating at 1:00 PM, Second Floor, Room 261, 165 Capitol Ave, Hartford, CT: | **Tuesday 04.10.12 1:00 p.m.** |
| **3.0** | CMR Pre-Proposal Meeting Date:<br>**3.1** Meeting held at SCSU, Facilities Management 3rd floor, 615 Fitch St, Hamden CT. at 10 a.m. | **Wednesday 04.18.12** |

| Item | Proposed Key Milestone Schedule (Continued) | Day of Week Date |
|---|---|---|
| **4.0** | Last Date For Shortlisted Proposers to Submit Questions Regarding CMR RFP: | **Monday 04.30.12** |
| **5.0** | 100% Design Development Phase Documents Submitted for Review. | **4:00 p.m. Tuesday 05.01.12** |
| **6.0** | Last Date for DCS to issue an CMR RFP Addendum: | **4:00 p.m. Friday 05.04.12** |
| **7.0** | **CMR Best Value Proposal Due Day / Date / Time:** (Second Floor, Room 261, 165 Capitol Ave, Hartford, CT) | **2:00 p.m. Wednesday 05.16.12** |
| **8.0** | CMR RFP Qualitative Criteria Components Review Meeting with Selection Panel Members, PM, and A/E.<br>**8.1** Review Panel Screening Mtg. at 1:00 PM, Second Floor, Room 257, 165 Capitol Ave, Hartford, CT | **Friday 05.18.12** |
| **9.0** | Selection Panel Members Receive Qualitative Criteria Components of the Proposal For Review:<br>**9.1** Proposals available for Review By CMR Interview/Selection Panel Members. | **Friday 05.18.12** |
| **10.0** | **CMR Interview and Evaluation of the Qualitative Criteria Components Proposal:** (Room 532, 165 Capitol Ave, Hartford, CT) | **Tuesday 05.22.12** |
| **11.0** | **Public Opening Day / Date / Time of Sealed CMR Cost Proposal:** (Second Floor, Room 257, 165 Capitol Ave, Hartford, CT) | **Wednesday 05.23.12 10:00 a.m.** |
| **12.0** | CMR RFP Compliance Review Sealed Cost Proposal: | **Wednesday 05.23.12** |
| **13.0** | Final CMR Best Value Rating: | **Wednesday 05.23.12** |
| **14.0** | CMR Selection Recommend Package Sent to Commissioner for Approval: | **Thursday 05.24.12** |
| **15.0** | **Conditional Selection Letter and Not Selected Letters Sent to Shortlisted CMRs:** | **Tuesday 05.29.12** |
| **16.0** | Notice to Proceed to Preconstruction Services: | **Tuesday / 06.20.12** |
| **17.0** | **100%** Construction Document (CD) Phase for Review. | **Monday 08.27.12** |
| **18.0** | **100%** Bidding Documents accessible for Trade Bidding. | **Wednesday 10.10.12** |
| **19.0** | **CMR GMP Submittal:** | **Wednesday 12.12.12** |
| **20.0** | Award CMR (GMP) Agreement and Notice to Proceed Construction: | **Wednesday 01.23.13** |
| **21.0** | Construction Start Date: | **Wednesday 01.23.13** |

| Item | Proposed Key Milestone Schedule (Continued) | Day of Week Date |
|---|---|---|
| **21.0** | Construction ("Construction Start Date" to "Substantial Completion"): | **510 Calendar Days** |
| **22.0** | **Substantial Completion Date:** | **Tuesday 06.17.14** |
| **23.0** | Facility **is turned over to the SCSU for FF&E installation** (Substantial Completion +30 days) | **Friday 07-18-14** |
| **24.0** | **School Administrators and Teachers populate the Facility** (Substantial Completion +45 days) | **Wednesday 07-30-14** |
| **25.0** | **Students use of the Facility** (Substantial Completion + **60** days) | **Friday 8-15-14** |
| **26.0** | Closeout: ("Substantial Completion" to "Acceptance of the Work"): ("Construction Start Date" **+ 510** to "Substantial Completion" **+90** to "Acceptance Of The Work".) | **Monday 9-15-14** |
| | **END** | |

**4.0 CMR Two Part Contract Process:**

The CT DCS shall contract with the CMR Proposer Selected for this Project consisting of the following two (2) Part process:

**4.1 Part 1 Preconstruction Phase:**

The Preconstruction Phase commences upon execution and approval of Construction Manager at Risk (CMR) Agreement, for the lump sum Preconstruction Services Cost amount set forth in the CMR Cost Proposal, incorporating all of the following:

**4.1.1** **Section 00 52 23** - Construction Manager At Risk (CMR) Agreement;

- **.1** Exhibit A - CMR GMP Amendment;
- **.2** Exhibit B - CMR - GMP Cost Allocation Guide;
- **.3** Exhibit C - Section 00 72 23 General Conditions Of The Contract For Construction – CMR;
- **.4** Exhibit D - Work Authorization Order (WAO).

**4.1.2** **Section 00 54 13** - Construction Management At Risk (CMR) Agreement, Preconstruction Phase Supplemental Services Scope of Services.

**4.2 Part 2 Construction Phase:**

The Construction Phase commences upon State approval of the CMR's Guaranteed Maximum Price (GMP) and the GMP Amendment in the form of the Exhibit "A" to the CMR Agreement, incorporating the following:

**3.2.1** Section 00 52 23 - Construction Management At Risk (CMR) Agreement, Article 2 - Construction Manager At Risk Responsibilities.

**3.2.2** Section 00 52 23 - Exhibit A - CMR GMP Amendment;

**3.2.3** Section 00 52 23 - Exhibit B - CMR GMP Cost Allocation Guide;

**3.2.4** Section 00 52 23 - Exhibit C - Section 00 72 23 General Conditions Of The Contract For Construction – CMR;

**3.2.5** Section, 00 72 23 - Division 00 General Conditions of the Contract for Construction – CMR.

**3.2.6** Section, 01 10 00 - Division 01, General Requirements – CMR.

**Note:** If the State **does not approve** a Guaranteed Maximum Price (GMP) Amendment, the State shall not issue the GMP Amendment and the Construction Phase of the Project **shall not** proceed.

## 5.0 CMR Summary of Scope of Work – General:

The specific scopes of work to be performed by the CMR are two separate Phases of the project: Phase 1 - Preconstruction Phase and Phase 2 - Construction Phase. Each Phase will have a separate Notice to Proceed. There is no guarantee for contract award for the Construction Phase; therefore, if the State does not issue a Notice to Proceed for the Construction Phase, there will be no recovery of any monetary awards associated with the Construction Phase, such as cost and/or anticipated profit.

**5.1 Phase 1 - CMR Preconstruction Phase Scope of Services:**

**5.1.1** For this Project the CMR shall provide Preconstruction Phase Services for the following:

- **.1** 100% Design Development Design (DD) Phase;
- **.2** 50% and 90% Construction Document (CD) Phase; and
- **.3** Bid Phase.

**5.1.2** The details of the CMR Preconstruction Phase Scope of Services are contained in Section 00 54 13 CMR Preconstruction Phase Supplemental Scope of Services of this CMR RFP.

**5.2 Phase 2 - Construction Phase Services:**

The CMR Construction Phase Services are contained in the following CMR RFP documents:

**5.2.1** 00 52 23 - Construction Management At Risk (CMR) Agreement, Article 2 - Construction Manager At Risk Responsibilities;

**5.2.2** Exhibit B, CMR – GMP Cost Allocation Matrix;

**5.2.3** Section, 00 72 23, Division 00 General Conditions of the Contract for Construction – CMR;

**5.2.4** Section, 01 10 00, Division 01, General Requirements – CMR.

## 6.0 Proposers Responsibility to Examine These Conditions and Requirements:

All shortlisted proposers for this project shall carefully examine and be aware of all the Proposal Conditions and Requirements contained in Volumes 1 of this CMR RFP before submitting a proposal. Submission of a Proposal represents that the proposer has thoroughly read and completely understands all documents issued by the State of Connecticut for this Proposal, and that the proposal submitted is based upon those documents.

**6.1 Available Information:**

All shortlisted proposers for this project shall carefully examine and be aware of all the information contained in **Section 00 30 00 Available Information** of this CMR RFP.

## 7.0 Affidavits, Certifications and Other Proposal Document Submittal Requirements:

**7.1 Affidavits & Certifications Requirements:**

In accordance with the Connecticut General Statutes and Governor Dannel P. Malloy's "Business Friendly Initiative," found in Public Act No. 11-229, the following must be adhered to:

**7.1.1 Electronic Uploading Requirements for Affidavits/Certifications:**

The State of Connecticut has revised its affidavit/certification procedures. Each selected firm is required to open a BizNet account on the Connecticut Department of Administrative (CT DAS) Website: **www.das.state.ct.us** and then upload certain affidavits/certifications.

- **.1** **Instructions for opening a BizNet account** can be found on the CT DAS website by clicking on "State Procurement Marketplace" and then clicking on "NEW* BizNet Connection".
- **.2** **Instructions for uploading the affidavits/certifications** can be found on the CT DAS website by clicking on "State Procurement Marketplace" and then clicking on "DAS Business Friendly Initiatives". Follow the instructions in the "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF)".

The specific affidavits and certifications requiring uploading are found on the CT DAS website by clicking on "State Procurement Marketplace", then click on the "BizNet" link under the Quick Links feature. Firms should use the affidavit/certification forms found under the BizNet link. Once uploaded, Affidavits shall be updated and submitted annually and Affidavits and Nondiscrimination Forms shall be updated within 30 days of any changes to the submitted information.

**7.2 Electronic "Guide to the Code of Ethics For Current or Potential State Contractors":**
When the Department of Construction Services (CT DCS) is seeking a contract for a large state construction or procurement contract having a cost of more than five hundred thousand dollars ($500,000), CT DCS shall provide all potential consultant and contractor firms with the ***"Guide to the Code of Ethics For Current or Potential State Contractors"*** that is available for **electronic download** from the website of the Office of State Ethics (OSE). **Questions concerning the "*Guide to the Code of Ethics For Current or Potential State Contractors*" can be directed to the OSE at 860-263-2400.**

CT DCS is also required to notify all potential consultant and contractor firms for a large state construction or procurement contract that they must **electronically upload** an ***"Affirmation of Receipt of State Ethics Laws Summary"*** affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics laws. Instructions on how to electronically upload an *"Affirmation of Receipt of State Ethics Laws Summary"* can be accessed as noted above. **Questions concerning the electronic filing of the *"Affirmation of Receipt of State Ethics Laws Summary"* can be directed to DAS Procurement Services at (860) 713-5095.**

**NOTE: Do not electronically submit an "Affirmation of Receipt of State Ethics Laws Summary" to CT DCS.**

**7.3 Gift and Campaign Contribution Certification:**
In accordance with Public Act 11-229, any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a contract that has a value of **$50,000** or more, shall be required to submit a **Gift And Campaign Contribution Certification** (OPM Ethics Form 1). Instructions on how to electronically upload the **Gift And Campaign Contribution Certification** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online". **The Vendor Guide** can be found **http://www.ct.gov** click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

Pursuant to Public Act 11-229, any bidder or proposer that does not make the certification required under this section shall be disqualified and CT DCS shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.Once uploaded, the **Gift and Campaign Contribution Certification** shall be updated and submitted **annually** and updated within **30 days** of any changes to the submitted information.

**Annually**, on *or* within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall **electronically** upload a **Annual Certification** In accordance with Public Act 11-229.

**7.3.1** All agreements and contracts are subject to the provisions of Chapter 155 Elections: Campaign Financing of the Connecticut General Statutes and C.C.S. §9-612 Other Contributions by Individuals.

**7.4 Code of Ethics:**
In accordance with Public Act 11-229, when the CT DCS is seeking a contract for a large state construction or procurement contract having a cost of more than **$500,000**, CT DCS shall inform all potential consultant and contractor firms to **electronically download** the ***"Guide to the Code of Ethics For Current or Potential State Contractors"*** from the website of Office of State Ethics (OSE) and contractor firms for a large state construction or procurement contract that they must **electronically upload** an *"**Affirmation of Receipt of State Ethics Laws Summary"*** (OPM Ethics Form 6) affirming that their key employees have read and understand the summary and agree to comply with the provisions of state ethics law. Instructions on how to electronically upload an *"**Affirmation of Receipt of State Ethics Laws Summary"*** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online". **The Vendor Guide** can be found at **http://www.ct.gov** click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF). Failure to **electronically** upload this affidavit at the time of the bid proposal due date/time may result in **rejection** of the Proposal.

Furthermore, the successful bidder shall provide the **Summary of the State Ethics Laws**, to each **named subcontractor** and any other **subcontractor** or **subconsultant** with a contract valued over $500,000 and obtain a **Subcontractor and Subconsultant State Ethics Affidavit** that the key personnel of the subcontractor have read, understand, and agree to comply with provisions of the state ethics laws. The successful bidder shall provide such subcontractor(s) affidavit to the Department of Construction Services.

**7.5 Consulting Agreement Affidavit:**

In the event that a bidder or vendor refuses to **electronically upload** the "**Consulting Agreement Affidavit:** required under In accordance with Public Act 11-229, such bidder shall be *disqualified* and the award shall be made to the next lowest responsible qualified bidder or new bids or proposals shall be sought. The required documents are available to be electronically **uploaded** from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online":

**The Vendor Guide** can be found at **http://www.ct.gov** click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).
Once uploaded, the Consultant Agreement Affidavit shall be updated and submitted **annually** and updated within **30 days** of any changes to the submitted information. **Annually**, on *or* within two (2) weeks of the **anniversary** date of the execution of this contract, the Contractor shall submit a completed **Annual Certification** with authorizing resolution to CT DAS Procurement Services, 165 Capitol Ave., Room G-35, Hartford, CT 06106. For the purposes of this paragraph, the **execution date** of the contract will be the date the Commissioner of CT DCS signs the contract.

**7.6 Nondiscrimination Certification:**

A **nondiscrimination certification** is required for all State contracts, regardless of type, term, cost or value. The **appropriate form** must be **electronically uploaded** *prior to or at the time of the proposal submission*. Instructions on how to electronically upload the **Nondiscrimination Certification** are available from the website of the Connecticut Department of Administrative Services (CT DAS), "Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online": **The Vendor Guide** can be found at **http://www.ct.gov** click on Doing Business > Doing Business with the State > State Procurement > **Business Friendly Initiatives** > Vendor Guide to Uploading Affidavits and Nondiscrimination Forms Online (PDF).

For the **list of Nondiscrimination forms and descriptions** go to the **Office of Policy and Management (OPM) website,** **www.ct.gov/opm**, under **Featured Links** > Nondiscrimination Certification.

**7.1.6 Additional Affidavits & Certifications Requirements:**

At the time a Proposer is notified of its "Conditional Selection" by CT DCS, may give further instructions regarding additional certificates, affidavits, and other information that must be submitted for the processing of its contract by CT DAS Legal Services.

For guidance on the required submittals please visit the CT DCS Website **www.ct.gov/dpw** and click on the **Affidavits and Other Legal Forms** Link.

## 8.0 Clarifications and Addenda During the Proposal Phase:

All shortlisted proposers shall examine the CMR RFP documents in preparing their proposal and shall report to the CT DCS staff member assigned to manage the project of any omissions, discrepancies, or apparent errors found in the RFP.

**8.1 Requests For Additional Information and Clarifications:**

All requests for additional information or an interpretation of the meaning of plans, specifications, proposal requirements, and other documents shall be submitted in writing to the department's designated representative. The request shall be received at least **fourteen (14)** Calendar Days prior to the deadline for submitting a proposal. **No** interpretations of the meaning of plans, specifications, proposal requirements, and other contract documents shall be made orally to anyone who may submit a proposal or anyone on their behalf. All responses to such inquiries in the form of written addenda to the plans, specifications or other contract documents that shall be transmitted by mail and e-mail to each Shortlisted CMR Firm.

**8.2 Addenda:**

Only the CT DCS staff member assigned to manage the project is authorized to answer questions or prepare addenda relative to the project. Information obtained verbally from any other source has no contractual authority, may not be relied upon, and shall have no standing in any event that may occur. Last issuance of a CMR RFP Addendum shall be no later than **seven (7)** Calendar Days prior to the Due date for the proposal.

## 9.0 CT Department Of Administrative Services (DAS) Pre-qualification Certificate and Update Statements:

The DAS Contractor Prequalification Program (C.G.S §4a-100) requires all contractors (CMR Proposers) to prequalify before they can bid on a contract or perform work pursuant to a contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or any other public work by the state or a municipality, estimated to cost more than $500,000 and which is funded in whole or in part with state funds.

**9.1** **DAS On-line Application:** The CMR Proposer must apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement, as applicable. See DAS link below:

**9.2** **Hardcopy Submittal:** The CMR must submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for their Construction Manager At Risk with their **Section 00 42 23 CMR Cost Proposal Form** for the CT DAS General Contractor Classification for this Project as shown below:

**DAS Contractor Classification: Construction Manager At Risk - Group B**

**9.3** **See DAS Prequalification Website Link:**
**http://www.biznet.ct.gov/images/235/DAS%20Contractor%20Prequalification%20FYI.pdf**

**9.4** **Connecticut Major Contractor's License:** For all CT DCS projects designated CT DAS Contractor Classification Group A, Group B or Group C the CMR Proposer must submit a Connecticut Major Contractor's License issued by the Connecticut Department of Consumer Protection with the **Section 00 42 23** CMR Cost Proposal Form.

## 10.0 CMR Proposal Submittal Components:

Each CMR Proposal consists of two separate submittal components:

**10.1** CMR Qualitative Components Proposal;

**10.2** CMR Sealed Cost Components Proposal.

## 11.0 CMR Qualitative Components Proposal:

The CMR Qualitative Components Proposal is comprised of two (2) Parts as follows:

**11.1** **Part 1 – Resubmittal of the original CMR QBS Submittal Booklet Requirements:**
Shortlisted CMR's Proposer shall **resubmit** their original CMR QBS Submittal Booklets to the CT DCS Office of Process Management.

**IMPORTANT NOTE:** In the **resubmitted** CMR QBS Submittal Booklets **all** Shortlisted CMR Proposers **shall clearly note all revisions** of staff, team members or other changes from their original **CMR QBS Submittal Booklet.**

**11.1.1** **Example of the Original CMR QBS Submittal Booklet:**
The original CMR QBS Submittal Booklet Requirements included, but was not be limited, to the following:

| CMR QBS Submittal Booklet Requirements | | |
|---|---|---|
| **Division** | **Division Title** | **Document Name** |
| **1** | Table of Contents | **-** |
| **2** | Letter of Interest | **-** |
| **3** | CMR QBS Email Registration | ***CMR QBS Email Registration*** |
| **4** | Pre-qualification Certificates And Major Contractor's License | **-** |
| **5** | Legal Document Requirements | **-** |
| **6** | CMR Screening Shortlist Questionnaire | ***CMR Screening Shortlist Questionnaire*** |
| **7** | CMR Organizational Charts | **-** |
| **8** | CMR Key Personnel Resumes | **-** |

**11.2 Part 2 - CMR Qualitative Criteria Narrative:**

The CMR Proposer's "Qualitative Component" submission" shall also be required to include a CMR Qualitative Criteria Narrative, **three (3) to six (6) pages in length**, which explains or details the Proposer's approach and/or experience with regard to the six (6) "Qualitative Criteria Components" as detailed in section 12.1 "Qualitative Criteria Components – Rating Points Table" and outlined below.

| Qualitative Criteria Components – Point Scoring Table Outline: | |
|---|---|
| | **Qualitative Criteria:** |
| **1.** | Experience. |
| **2.** | Project Organization, Personnel Experience and Qualifications. |
| **3.** | Project Approach and Preliminary Project Plan. |
| **4.** | Past Performance on CMR projects, GC Projects, Or Other Relevant Performance Data. |
| **5.** | Schedule Performance. |
| **6.** | Safety Record. |

**Note:**
CMR Proposers are **not** limited to **three (3) to six (6) page** Narrative. CMR Proposers may supplement the Narrative with appropriate additional material such as CPM Schedules, preliminary site utilization plan, etc.

## 12.0 CMR Sealed Cost Components Proposal:

The CMR Sealed Cost Components Proposal is comprised of two (2) Parts as follows:

**12.1 Part 1 - Total Cost Proposal Breakdown Table:**

CMR Proposers complete and submit all of the information as indicated in the CMR's Total Cost Proposal Breakdown Table in Section 00 42 23 CMR Cost Proposal Form in this CMR RFP:

| Item No. | CMR Cost Descriptions | Cost Proposal Amounts | |
|---|---|---|---|
| | | **Percentage (%)** *(As Applicable)* | **Dollars ($)** *(As Applicable)* |
| **1.0** | **Preconstruction Phase Services Cost:**<br>This Preconstruction Phase Services Cost Proposal Amount shall **NOT BE LESS THAN one (1) tenth of one percent (0.1%** or **0.001** and shall **NOT EXCEED five (5) tenths of one percent (0.5%** or **0.005)** of the **$18,700,000.00** Cost of the Work Budget. | **NA** | **$ _____**<br>**Lump Sum** |
| **2.0** | **Construction Phase Services Cost:**<br>This Construction Phase Services Cost Proposal Amount shall be a Lump Sum Dollar of the **$18,700,000.00** Cost of the Work Budget.<br>*This Lump Sum Cost Proposal Amount shall be included in the GMP Proposal described in Article 5 of Section 00 52 23 of the CMR Agreement.* | **NA** | **$ _____**<br>**Lump Sum** |
| **3.0** | **CMR Fee:**<br>This CMR Fee Proposal Dollar Amount shall be a percentage of the **$18,700,000.00** Cost of the Work Budget.<br>*The CMR Fee Proposal Amount is provided for owner's calculations only.*<br>*The CMR Fee included in the GMP Proposal shall be this Cost Proposal Percentage applied to the Cost of the Work amount developed by the CMR GMP.* | **% _____**<br>**Percent** | **$ _____**<br>**Amount** |
| **4.0** | **Total CMR Cost Proposal Amount In Dollars ($):**<br>(Sum of Items No. 1, 2, & 3) | **NA** | **$ _____**<br>**Amount** |

**12.2 Part 2 - Cost Proposal Worksheet - CMR Sealed Total Fee Proposal:**
Each CMR Total Cost Proposal Breakdown Form for the Cost Allocation Guide Categories from Section 00 52 23 CMR - GMP Cost Allocation Guide for **"CMR Construction Phase Services"** and **"CMR Fee"** shall be supported by an MS Excel Cost Proposal Worksheet. The Cost Proposal Worksheet shall provide the following detail information:

**12.2.1 MS Excel Cost Proposal Worksheets:**
Each CMR Proposer's Total Cost Proposal Breakdown Form for the Cost Allocation Guide Categories for **"CMR Construction Phase Services"** and **"CMR Fee"** shall be supported by an MS Excel Cost Proposal Worksheet. The Cost Proposal Worksheet shall provide the following detail information:

**.1** Cost Allocation Guide Category **"CMR Construction Phase Services"** for items listed for Project On Site Staff showing the proposed On Site Staff for the project full duration, by Title/Position that indicates the approximate monthly costs; and

**.2** Cost Allocation Category **"CMR Fee"** for the items listed for CMR's Main Office Staff for the project full duration, by Title/Position that indicates the approximate monthly costs.

**.3** This Work Sheet shall be included with this CMR Sealed Total Cost Proposal.

## 13.0 CMR Best Value Based Selection Procedure:

The CMR Selection Procedure utilizes a "Best Value Based Selection" where the project's "Qualitative Criteria Components" and "Total Cost Components" are both requisites for selection.

**13.1 CMR Selection Interview - Qualitative Criteria:**
The CMR Selection /Interview Panel shall Interview each shortlisted CMR Proposer and at the end of each Interview they shall evaluate **six (6) "Qualitative Criteria Components"** of the CMR's Proposal to determine rating scores based upon the established Qualitative Criteria and Rating Point Values for the project as follows:

| | Six (6) Qualitative Criteria Components – Rating Points Table: | Points Values |
|---|---|---|
| **.1** | **Experience:**<br>The CMR proposer has verifiable construction management at risk experience with a client group that demonstrates the proposer's performance can best satisfy CT-DCS project needs. | **10** |
| **.2** | **Project Organization, Personnel Experience and Qualifications:**<br>Confirmation that the Proposer's professional and personnel staff who will serve as primary project staff possess appropriate project experience and can demonstrate successful related construction management work experience and construction manager at risk experience; with evaluation emphasis placed on the technical expertise and credentials of the proposed project staff. This evaluation will focus on the proposed project superintendent, plus the field support staff. This same staff shall be identified in the CMR Agreement. **[NOTE: 50% of the rating is based on the Superintendent and key "on site" project staff and 50% is based on the balance of CMR Project Organization.]** | **30** |
| **.3** | **Project Approach and Preliminary Project Plan:**<br>In the response to the RFP, the proposer shall demonstrate its approach to the construction management at risk process indicating a clear understanding of the purpose, service, scope, and objectives of this RFP. The CMR Qualitative Proposal will include the Proposed Project Plan and General Construction Schedule, plus other detail, as appropriate, for example a preliminary site utilization plan, etc. The submission shall include information related to the CMRs approach and prior success related to Subcontractor Coordination, Management of Sub Contractors, Budget Performance; Schedule Performance, Claims Avoidance, and effective Project Closeout (90 day goal). | **15** |

| | Six (6) Qualitative Criteria Components – Rating Points Table (Continued): | Points Values |
|---|---|---|
| .4 | **Past Performance on CMR projects, GC Projects, Or Other Relevant Performance Data:**<br>The proposer shall include in the RFP response specific Project Examples, Reference Contracts and other relevant information to allow CT DCS to evaluation the CMR's past performance on related government and or private sector construction management contracts. **[NOTE: CT DCS shall base much of this past performance rating on the material submitted as part of the resubmitted CMR QBS Submittal Booklet Package]** | **15** |
| .5 | **Schedule Performance:**<br>Project Schedule compliance is very important. The CMR proposal shall include examples of past scheduling performance, on time project delivery, in-house scheduling capabilities, and successful schedule recovery on past projects. Related Owner references shall be furnished. Preliminary schedule comments on this project may be included as well as ideas on pro-active approaches to achieve the schedule. The RFP Package includes information on the planed projects duration. A diagrammatic schedule, a bar chart or a similar simple illustrative format detailing the project delivery schedule for completion is requested.<br>**[The Project construction duration may be refined as part of the planned GMP buy out process. However, any changes that alter the Substantial Completion Date or the Acceptance Date shall require the prior written approval of the Owner.]** | **20** |
| .6 | **Safety Record:**<br>The CMR Proposers will be rated based on their past safety record and their proposed safety program. | **10** |
| | **Total Possible Qualitative Points** | **100** |

**13.2 CMR Qualitative Criteria Narrative:**

The CMR Proposer's "Qualitative Submission" shall also be required to include a CMR Qualitative Criteria Narrative that explains or details the Proposer's approach and/or experience with regard to the **six (6)** "Qualitative Criteria Components" as detailed in section 12.1 "Qualitative Criteria Components – Rating Points Table outlined below.

| Qualitative Criteria Components – Point Scoring Table Outline: | |
|---|---|
| | **Qualitative Criteria:** |
| **1.** | Experience. |
| **2.** | Project Organization, Personnel Experience and Qualifications. |
| **3.** | Project Approach and Preliminary Project Plan. |
| **4.** | Past Performance on CMR projects, GC Projects, Or Other Relevant Performance Data. |
| **5.** | Schedule Performance. |
| **6.** | Safety Record. |

**12.2.1** The CMR Qualitative Criteria Narrative should be **three (3)** to **six (6)** pages in length.

**Note:**
CMR Proposers are **not** limited to **three (3) to six (6) page** Narrative. CMR Proposers may supplement the Narrative with appropriate additional material such as CPM Schedules, preliminary site utilization plan, etc.

**13.3 CMR Selection Interview - Criteria Components Grading:**

The CMR Selection / Interview Panel shall Interview each shortlisted CMR Proposer and at the end of each Interview they shall evaluate the "Qualitative Criteria Components" of the CMR's Proposal to determine rating scores based upon on established Qualitative Criteria and Rating Point Values for the project as follows:

| Grades | Rating Points | Criteria Components Grading |
|---|---|---|
| A | 100 | Grade is reserved only for a Proposal that **exceeds** the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals. |
| B | 85 | Grade is for a Proposal that **completely fulfills** the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals. |
| C | 70 | Grade is for a Proposal that **barely** (i.e. within a lower standard) **fulfills** the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals. |
| D | 50 | Grade is for a Proposal that **does not properly fulfill** the minimum expectations and requirements of the specific Criteria Component in the Request for Proposals. |

**13.3.1 Quality Incentive Factor:**

The CT DCS Best Value Selection objective is to select the most highly qualified CMR Firm while taking its proposed costs into consideration. The Best Value Selection should be biased toward the most highly Qualified Firm. Therefore, two (2) adjustments shall be made to each CMR's Total Average Qualitative Point score as indicated in the **Quality Incentive Factor Table** below:

**Quality Incentive Factor Table**

**.1** CT DCS will adjust the Total Average Qualitative Points score via the following Quality Incentive Factors. This reflects CT DCS's preference for the more highly Qualified Firms. Each Firm's Total Average Qualitative Points will be adjusted per the following table:

| CMR's Total Average Qualitative Points (Rounded to nearest whole number.) | | | | Quality Incentive Factor | | Adjusted CMR's Total Average Qualitative Points (Rounded to nearest whole number.) | | |
|---|---|---|---|---|---|---|---|---|
| 95 | ➔ | 100 | × | 1.20 | = | 114 | ➔ | 120 |
| 90 | ➔ | 94 | × | 1.15 | = | 104 | ➔ | 108 |
| 85 | ➔ | 90 | × | 1.10 | = | 94 | ➔ | 99 |
| 80 | ➔ | 84 | × | 1.05 | = | 84 | ➔ | 88 |
| 70 | ➔ | 79 | × | 1.00 | = | 70 | ➔ | 79 |
| 0 | ➔ | 69 | × | 0.00 | | 0 | | |

**.2** If a Firm's Total Cost Proposal is more than 20% below the average of the other two (2) or three (3) Firm's Cost Proposals, then that Firm will be considered "non-responsive". This is to preclude a Firm with an unusually low "Cost Proposal" from distorting the "Cost Per Unit Of Quality" calculations that represent the Firm that will provide the "Best Value" CMR Services necessary for support of estimated "Cost of the Work" of the Project. DCS may remove any high cost outliers when determining the average.

**13.4 End of All Interviews:**

At the conclusion of the entire Selection panel Members shall begin the CMR Proposal Costs Component Evaluation and Best Value Selection Calculation. The CMR Selection Panel Members shall evaluate the Proposal Costs Component of each CMR Proposal.

| Step | CMR Qualitative Component and Proposal Costs Component Evaluation: |
|---|---|
| 1.0 | **Sealed Proposal Costs Components:**<br>At the conclusion of all of the interviews and rating the "Qualitative Criteria Components" of all of the shortlisted CMR Proposers, the CMR Selection Panel shall then open the "Sealed Total Cost Proposal Form" of all of the final shortlisted CMR Proposers. |
| 2.0 | **CMR Proposal Costs Component Evaluation:**<br>The "Proposal Costs" of each CMR Proposal shall be evaluated based upon all of the established Proposal Costs Components requirements for the project. |

**13.5 CMR Best Value Based Selection Calculation Procedure Summary:**
For each CMR Proposer, their Best Value CMR Rankings shall be determined as follows:

**13.6.1** The **CMR's Average Total Qualitative Points** of all of the Selection Panel Members Qualitative Point scores is computed for each CMR Proposer.

**13.6.2** The **Total Lump Sum Proposal Cost In Dollars ($)** is then divided by the average **CMR's Average Total Qualitative Points** for each CMR Proposal to determine a **Cost Per Unit Of Quality** for each CMR.

**13.6.3** The CMR Proposal with the **lowest Cost Per Unit Of Quality** shall be the deemed the Best Value Proposal.

**13.6 CMR Best Value Score Calculation (Example):**
The following is an example of Best Value Proposal Score Calculation:

| CMR Proposer | | CMR's Total Lump Sum Proposal Cost In Dollars ($) | | CMR's Average Total Qualitative Points Multiplied By Quality Incentive Factor Equals Adjusted CMR's Total Average Qualitative Points | | Cost Per Unit Of Quality | | CMR Rankings |
|---|---|---|---|---|---|---|---|---|
| A | ➔ | $7,000,000 | ÷ | 89 X 1.10 = **98** | = | $71,229.00 | ➔ | 2 |
| B | ➔ | $7,500,000 | ÷ | 94 X 1.15 =**108** | = | $69,444.00 | ➔ | 1 |
| C | ➔ | $6,500,000 | ÷ | 82 X 1.05 = **86** | = | $75,581.00 | ➔ | 3 |

**NOTE:** CT DCS will utilize the sum of **three (3)** cost components in the CT DCS "Best Value Score Calculation" from the **CMR's Total Cost Proposal Breakdown Table** of Section 00 42 23 CMR Cost Proposal Form the as follows:

**Item No. 1** **Preconstruction Phase Services Cost** plus;
**Item No. 2** **Construction Phase Services Cost** plus;
**Item No. 3** **CMR Fee** equals;
**Item No. 4** **CMR's Total Lump Sum Proposal Cost In Dollars ($).**

**13.7.1 CMR Best Value Proposal Determination:**
In the above example the CMR Proposal "A" is determined to be the Best Value Proposal and is selected. It must be noted that in this example that the **lowest** Cost Per Unit Of Quality proposal does not represent the lowest Proposal Costs submitted, but the lowest cost per unit of quality within the established budget.

**.1** In the event the CMR Agreement award is unsuccessful then the CMR with the next lowest Best Value Cost per Unit Of Quality proposal is selected.

**.2** Any CMR Proposer with a majority of "D" Criteria Components Grades from the Selection Panel Members Total Rating Scores shall **NOT** be recommended.

**13.7.2 Tie Breaker Protocol:**
In the event of a tie score, the CMR Proposer with the lowest Cost per Unit of Quality proposal as was calculated for the State User Agency shall be determined to be the Best Value Proposal. If, at this time, there still remains a tie then the Best Value Proposal shall be determined by a single toss of coin by the **two (2)** tied CMR Proposers.

**13.8 CMR Selection Notification and Award:**
Each CMR Selection concludes as follows:

**13.8.1 Conditional Selection By The CT DCS Commissioner:**
The Commissioner shall select a CMR Proposer from among the CMR Proposers who were selected and recommended by the CMR Interview/Award Panel. The CT DCS Office of Project Management shall submit a CT DCS ***Commissioner Selection Approval Memorandum*** to the CT DCS Commissioner who shall make the final Selection from the list of most qualified CMR Proposers submitted by CT DCS Office of Project Management. If the CT DCS Commissioner does not select the highest rated CMR Proposers listed by the Interview/Award Panel, then he or she shall prepare a written explanation of such decision.

**13.8.2 Selection Results Notifications:**
After the CT DCS Commissioner has made the Selection, the CT DCS Office of Process Management shall send a ***Conditional Selection Letter*** to the successful CMR. That Office shall also send a ***Not Selected Letter*** to all other CMRs who shortlisted but were not selected, and will advise the Selection/Interview Panel Members of the results.

**13.8.3 Selection Records:**
Securely bound copies of all CMR Submittal Booklets shall be returned to CT DCS Office of Process Management. All documents and the CT DCS ***QBS Records Checklist*** will be filed with the CT DCS Office of Process Management. Three (3) ring binder copies of CMR QBS Submittal Booklets shall be forwarded to the assigned CT DCS Project Manager filed with the Team file.

All rating information shall be treated as confidential and is not releasable until final contract signing and approval by the Office of the Attorney General. Upon execution of the contract, other CMR's may request a copy of the screening and selection rating sheets (CT DCS Office of Process Management).

**13.8.4 Debriefing:**
All CMR's wishing to obtain feedback on their CMR QBS Submittal Booklet, or their interview presentation may request a Debriefing meeting by contacting the CT DCS Office of Process Management. A Manager of the CT DCS Office of Process Management or another designee is exclusively responsible for conducting a debriefing with CMR's who were not chosen.

**13.8.5 Award of CMR Agreement:**
When all of the required supplemental CMR Submittal documents have been submitted to the CT DCS Legal Service Unit and approved then a CMR Agreement shall then be written and processed for approval. Prior to the start of work, the Funds for CMR Pre-Construction Services Cost must be in place and the CMR Agreement must have then been approved by the CT DCS Commissioner, and the Office of the Attorney General.

**End**
**Section 00 24 19.2**
**Project Scope, Proposal Submittal Requirements, Evaluation,**
**And Selection Procedures CMR (GMP)**

# Section 00 25 16.2
# Pre Proposal Meeting
# For Shortlisted CMR Proposers

## For

## Additions and Renovations to Buley Library
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

## 00 25 16.2 Pre- Proposal Meeting For Shortlisted CMR Proposers

**1.0 Pre-Proposal Meeting:**
A Pre-Proposal Meeting For Short-Listed CMR Proposers has been scheduled for this project prior to the CMR Proposal due date. For the specific Date, Time, Location, and Directions to the Pre-Proposal Meeting see **Section 00 11 19.2 CMR Request for Proposals**.

**1.1** A tour of the existing building will be included as part of this meeting. This will be the **ONLY** opportunity permitted to the Shortlisted firms to visit the building prior to the submittal of their Proposal.

**1.2** This Pre-Proposal Meeting shall be held prior to the Proposal Due Date and it is the **ONLY** opportunity for CMR Shortlisted Proposers to meet with the Owners and Agency's Representatives. The purpose of the meeting is to provide an **"Informal"** forum for the Shortlisted CMR Proposers to ask questions on the design and construction Scope of Work identified in the RFP, proposal submittal requirements, and etc.

**1.3** All answers by Owners and Agency's Representatives to Shortlisted CMR Proposers questions are considered **Informal** and non-binding on the State. All Shortlisted CMR Proposers requiring a **Formal** answer to their questions **must submit their questions in (email) writing to the CT DCS Project Manager**.

**1.4** All **Formal** answers to **written** Shortlisted CMR Proposers questions shall be via the issuance of an Addendum by the CT DCS Project Manager to all Shortlisted CMR Proposers.

**2.0 Registration:** CMR Proposers who do not properly register at the Mandatory Pre-Proposal Meeting may cause their Proposals to be rejected as non-responsive. All attendees of the CMR Pre-Proposal Meeting will be required to register. Proper registration means that the proposer's representative has signed their name to the official roster and listed the name and address of the company they represent on the official roster no later than the designated start time of the pre-proposal conference. Proposers are advised to register early as no attendee will be allowed to register after the advertised start time of the pre-proposal conference.

**3.0 Email Questions:** For questions concerning the CMR Pre-Proposal Meeting and Addendum Questions contact:

**Contact:** **Robert Prentice** – DCS Project Manager
**Email:** **robert.prentice@ct.gov**
**Phone:** **860.713.5803**

**Email Questions Copies:** For questions concerning the CMR Pre-Proposal Meeting and Addendum Questions shall be also be simultaneously emailed copied to:

**Contact:** **Robert Cane-**DCS Assistant Project Manager
**Email:** **robert.cane@ct.gov**
**Phone:** **860-713-5844**

**4.0 Determination of CMR RFP:** At the conclusion of the Pre-Proposal Meeting if the DCS Project Manager determines that an update of the CMR RFP is necessary should significant changes result from the meeting, the CT **DCS Project Manager** shall issue an Addendum to all of the Shortlisted CMR Proposers updating any changes occurring in the CMR RFP.

**IMPORTANT NOTES:**

1. Written questions submitted after the question cutoff date noted in Volume 1, 00 24 19.2, Project Scope, Proposal Submittal Requirements CMR, Evaluation And Selection Procedures, Subsection 2.0, Proposed Key Milestone Schedule shall **not** be answered.
2. In accordance with CT DCS Regulations all participants in any selection, proposal or bidding process, including user agency representative(s), shall not communicate with any potential Offeror prior to, during, or upon conclusion of the entire Selection, Proposal, or Bidding procedure, with the exception of information necessary to complete the administrative steps of the selection process.

**End**
**Section 00 25 16.2**
**Pre Proposal Meeting For Shortlisted CMR Proposers**

# Section 00 31 16
# 100% Schematic Design (SD) Phase Documents
# Available For Shortlisted CMR Proposer Review

## For

## Additions and Renovations to Buley Library - Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# 100% Schematic Design Phase Documents

**Additions and Renovations to Buley Library**
**Southern Connecticut State University**
**New Haven, CT**
**Project No.: BI-RS-225B CMR**

**Architect of Record**
**OakPark Architects LLC**
**312 Park Road**
**West Hartford, CT 06119**

## 00 31 36 100% Schematic Design (SD) Phase Documents Available For Shortlisted CMR Proposer Review:

After 1**:00 P.M, Friday, April 13, 2012** all Shortlisted CMR Proposers can access the **100% Schematic Design (SD) Phase Documents** from the Architect's FTP Site. (See Drawing List, Other Information Available, and General Requirements-CMR, etc. starting on page 3) by the following instructions below:

1. Go to your web browser (i.e. Internet Explorer);
2. Go to _____ architects.com
3. Put in your user ID (CMR) password (_____)
3. click on the "ftp: file server access" at the bottom of the page.
4. Select "Download File".

**For any questions concerning the Project, the step by step instructions and/or the documents please contact:**

**Robert Prentice –** DCS Project Manager
**P: 860.713.5803**
**E: robert.prentice@ct.gov**

**And**

**Robert Cane-**DCS Assistant Project Manager
**P:** 860-713-5844
**E: robert.cane@ct.gov**

**NOTE:**
Please **do not contact** the Architect (OakPark Architects LLC) or Southern Connecticut State University Faculty or Staff for any questions concerning the Project or the step by step instructions or the "Index of Documents".

***End***
***Section 00 31 36***
***100% Schematic Design (SD) Phase Documents***
***Available For Shortlisted CMR Proposer Review***

# Drawing List & Other Information Available

***100% Schematic Design (SD) Phase Documents***
***Available for Shortlisted CMR Proposer Review from the Architect's FTP Website***

| Other Available Information | Page Count |
|---|---|
| **Title** | |
| 100% SD Phase MEPFP Basis of Design | 13 |
| 100% SD Phase Project Manual | 348 |
| Geotechnical Engineering Report Executive Summary | 30 |
| 100% SD Phase Cost Estimate | 42 |
| 100% SD Phase Project Schedule | 1 |
| 100% SD Phase LEED Certification Report | 18 |

***End***
***Other Available Information***

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| 01 20 00 | Contract Considerations - CMR | 5 |
| 01 25 00 | Substitution Procedures - CMR | 4 |
| 01 26 00 | Contract Modification Procedures - CMR | 3 |
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| 01 31 00 | Project Management and Coordination - CMR | 5 |
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| 01 32 33 | Photographic Documentation - CMR | 2 |
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| 01 35 26 | Government Safety Requirements CMR | 13 |
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***End***
***General Requirements – CMR***

***End***
***Section 00 31 36***
***100%Shecmatic Design Development (SD) Phase Documents***
***Available For Shortlisted CMR Proposer Review***

# Section 00 42 23
# CMR Cost Proposal Form

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# CMR Cost Proposal Form

**Department Of Construction Services - State of Connecticut**

**Submit one (1)** Section 00 42 23 - CMR Cost Proposal Form, completely filled out. The CMR Cost Proposal Form shall be **submitted in a Sealed Envelope**, (See CMR RFP Volume 1, Section 00 24 19.2 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR) **and delivered to the Second Floor, Room No. 261** of the **State Office Building, 165 Capitol Avenue, Hartford, CT, 06106** **prior to 2:00 P.M.** by the designated Due Date stated in **Section 00 24 19.2, Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR, Subsection 2.0 Proposed Key Milestone Schedule** and thereafter **publicly opened and read aloud in Second Floor, Room No. 257** of the **State Office Building** as scheduled.

**Project Number:** **BI – RS – 225B CMR**

**Project Name:** **Additions and Renovations to Buley Library – Phase 2**
**Southern Connecticut State University**

**Project Location:** **New Haven, CT**

The CMR Proposer, named _____ and hereinafter referred to as "the Proposer", with a principal place of business at

is a(n)* _____

existing under the laws of the State of _____, and proposes to do

business as _____

with the State of Connecticut, hereinafter referred to as "the State".
*(* Corporation, partnership, joint venture, individual, etc.)*

**1.0 Acknowledgements:**

I (We) acknowledge and agree to the following:

The undersigned proposer hereby offers, in the amounts stated below, to furnish all services for both the Preconstruction Phase and Construction Phase and to furnish labor, materials, tools, equipment, apparatus, facilities, and transportation for the construction for the above referenced project, in accordance with all the requirements of the CMR Request for Proposal and to the satisfaction of the State.

The CMR proposer also hereby agrees to enter into contract for the above referenced project if the State accepts this proposal.

**1.1 General:**

In accordance with CGS § 103 and the requirements of Request For Proposals (CMR) for the above referenced Project, I (We) propose to furnish the labor and/or materials, installed as required for the project named and numbered on this CMR Cost Proposal Form, submitted herein, furnishing all necessary, equipment, machinery, tools, labor and other means of construction, and all materials specified in the manner and at the time prescribed strictly in accordance with the provisions of all of the requirements of the Contract Documents including, but not limited to, the CMR Request For Proposals, including but not limited to Sections **00 24 19.2 Project Scope, Proposal Submittal requirements, Evaluation and Selection Procedures CMR (GMP)**, **00 52 23 CMR Agreement**, **00 73 23 General Conditions - CMR**, **00 72 23 General Requirements- CMR**, specifications and/or drawings together with all addenda issued and received prior to the scheduled closing time for the receipt of the Proposals and in conformity with requirements of the Awarding Authority and any laws or Departmental regulations of the State of Connecticut or of the United States which may affect the same, for and in consideration of the Amounts on this said CMR Cost Proposal Form. For the purposes of this Form the terms “Contractor”, “Bidder”, or “Proposer” shall mean “CMR”.

**1.2 CMR Cost Proposal Submittal:**
The CMR Cost Proposal submittal shall include all work and the terms and conditions of the CMR Agreement Template as indicated in the CMR Request For Proposal (RFP) **without any exceptions, clarifications, and/or exclusions. Submission of any exceptions, clarifications and/or exclusions may result in the CMR's Proposal being deemed Not Responsive.** The CMR Agreement Template has been provided in the CMR Request For Proposal (RFP). The State reserves the right to modify the CMR Agreement Template or wave any informality as it deems to be in the best interest of the State. Any exceptions by the Proposer will not be considered.

**1.3 CMR Request for Proposals (RFP) Compliance:**
That the CMR Proposer is in compliance with the CMR "Request for Proposals" for the above Project and has examined all of the RFP Documents, all supplementary documents and addenda, and understands the availability of materials, labor and other resources, and hereby proposes to furnish all services, labor and other resources, materials, equipment and all other aspects required for the project in accordance with the proposal documents of which this form is a part.

**1.4 CMR Selection Interview Participation:**
To make one or more presentations to a CMR Award/Selection Panel.

**1.5 Provide Additional Information:**
To provide, at any time, including but not limited to contract negotiations, when requested by the State, additional project cost information, and CMR's financial statement data will be provided.

**1.6 Hold CMR Cost Proposal Price:**
To hold their CMR **Cost** Proposal for the **Lump Sum Preconstruction Phase Services Cost, Lump Sum** for **ninety (90) calendar days** after the Owner's Conditional Selection of the CMR, and to hold their CMR Cost Proposal amounts for the **Construction Phase Services Cost, and Construction Manager's Fee** percentage for **Seventy-four (74) calendar days** after the CMR's GMP Submittal following the Bid Phase of this project; and

**1.6.1** To hold their CMR Cost Proposal price for the **Construction Phase Services Cost** and **Construction Manager's Fee** percentage for any additional calendar days caused by any delays in receipt of the Proposer's submittal of supplemental and supporting documents required by, but not limited to, the Connecticut Department Of Construction Services, Department Of Labor, Commission on Human Rights and Opportunities, and Attorney General's Office. The CMR Proposer is required to submit all supplemental and supporting submittal documents by the State of Connecticut and; if there are any delays in the receipt of supplemental and supporting submittal documents, then the CMR Cost Proposal price for **Construction Phase Services Cost** and **Lump Sum Construction Manager's Fee** percentage shall remain valid for the same additional number of calendar days as the delay. Example: If a supplemental and supporting document is submitted **four (4) calendar days** later; then the CMR Cost Proposal amounts shall remain valid for **seventy-eight (78) calendar days**.

**1.6.2** The CMR Proposer and the State may mutually agree to further extensions of additional time;

**1.6.3** The Conditionally Selected Proposer is required to submit all supplemental and supporting submittal documents as **requested** by the State of Connecticut and; if there are any delays in the receipt of supplemental and supporting submittal documents, then the CMR Cost Proposal price for their **Lump Sum Preconstruction Phase Services Cost** shall remain valid for the same additional number of calendar days as the delay. Example: If a supplemental and supporting document is submitted **four (4)** calendar days later; then the **CMR's Cost Proposal** amount for their **Lump Sum Preconstruction Phase Services Cost** shall remain valid for **Ninety-four (94) calendar days**.

**1.7 Proposal Submittal Document Schedule:**
To provide all of the Proposal Submittal Documents within the stipulated calendar days in the Conditionally Selected Letter required for **CMR Cost Proposal.**

**1.8 Connecticut Freedom of Information Act ("FOIA"):**
The Proposer understands that due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, Proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all rules, regulations and interpretations resulting therein will not be sufficient for Proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages, or sections that a Proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-19 (b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

**1.9 Commencement and Progress Of the Work:**
The CMR agrees that they shall commence Work on the Project Start Date indicated in a written "Notice to Proceed" issued by the Commissioner or the authorized representative and continue for **Four Hundred and Seventy Six (476)** Calendar days to Substantial Completion **plus Ninety (90) Calendar Days to Acceptance of the Work.**

**1.10 Liquidated Damages – Substantial Completion: (00 52 23 CMR Agreement):**
The CMR Proposer will accept an assessment of liquidated damages in the amount of **Four Thousand Five Hundred Three Dollars ( $4,503 )**, per day for each Calendar Day beyond established Substantial Completion Date that the CMR fails to achieve Substantial Completion.

**1.11 Liquidated Damages – Post Substantial Completion: (00 52 53 CMR Agreement):**
The CMR Proposer will accept an assessment of liquidated damages in the amount of **Three Thousand – Three Hundred Twenty Seven Dollars ($3,327)** per day for each Calendar Day beyond the ninety (90) Calendars Days after the established Substantial Completion Date that the CMR fails to complete all of the Work required of the Acceptance of the Work.

**1.12 Addenda / Addendum:**
The CMR states that this Fee Proposal includes _____ Addenda / Addendum.
*(CMR Proposer shall insert, the number of Addenda Issued.)*

**1.13 Nondiscrimination and Labor Recruitment:**
I (we) agree that the Construction Contract awarded for this project shall be subject to Executive Orders No. Three & Seventeen, promulgated June 16, 1971 and February 15, 1973, respectively, and to the Guidelines and Rules of the State Labor Commissioner implementing Executive Order No. Three and further agree to submit reports of Compliance Staffing on Labor Department Form E.O. 3-1, when and as requested.

**1.13.1** Executive Order No. Three is superseded by the Connecticut General Statutes 4a-60 and 4a-60a and the Commission on Human Rights Regulations (CHRO), section 46a-68j-21 through 46a-68j. The CHRO Regulations are available at the CHRO Website: **www.ct.gov/chro** and Phone: 860.541.3400.

**1.14 Confidentiality of Documents:**

**1.14.1** The undersigned agrees that if not selected as the CMR for this project, all plans and specifications in their possession for the project shall be destroyed.

**1.14.2** The undersigned agrees that if selected as the CMR for this project:

**.1** The plans and specifications shall not be disseminated to anyone except for construction of this project.

**.2** The following provision shall be included in all of its contracts with professional design consultants, design sub-consultants, contractors, and subcontractors.
*"Any and all drawings, specifications, maps, reports, records or other documents associated with the contract shall only be utilized to the extent necessary for the performance of the work and duties under this Agreement. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this Agreement. No other disclosure shall be permitted without the prior written consent of the Department of Construction Services. When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed."*

**.3** Upon completion of the construction and the issuance of a certificate of occupancy, the plans, and specifications shall be returned to the Department of Construction Services, or destroyed,

or retained in a secure location and not released to anyone without first obtaining the permission of the Department of Construction Services.

**1.15** I (we) agree to use and accept the **Unit Prices in Section 01 20 00 Contract Considerations – CMR** Division 01 as provided by the Owner in evaluating either additions to or deductions from the Work.

**2.0 Department of Administrative Services (DAS) Pre-Qualification Certificates and Update Statements:**
The DAS Contractor Prequalification Program (C.G.S §4a-100) requires all Contractors (CMR Proposers) to apply on-line for a CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) and to submit a hardcopy of the CT-DAS Pre-qualification Certificate and the CT - DAS Update Statement (as applicable) for the Construction Manager At Risk with their Section 00 42 23 CMR Cost Proposal Form for the CT DAS Contractor Classification for this Project as shown below: For more Information about DAS Prequalification submittal requirements see Section 00 24 19.2 of this CMR RFP.

**DAS Contractor Classification: Construction Manager At Risk - Group B**

**2.1 Connecticut Major Contractor's License:** For all CT DCS projects designated **CT DAS Contractor Classification Group A, Group B, or Group C** or **Projects That Exceed Threshold Limits** of C.G.S §29-276b the CMR Proposer must submit a **Connecticut Major Contractor's License** issued by the Connecticut Department of Consumer Protection with the **Section 00 42 23** CMR Cost Proposal Form.

**3.0 Federal and State Wage Determinations:**
During the Construction Services of this Construction Contract the CMR shall be in compliance with the U. S. Secretary of Labor's latest decision and the State of Connecticut Wage Schedule are all incorporated in the documents. The higher rate (Federal or State) for any given occupation shall prevail. At the time of this Proposal, the bidder agrees to accept the current prevailing wage scale, as well as the annual adjustment to the prevailing wage scale, as provided by the Connecticut Department of Labor.

**4.0 Federal Executive Order No. 11246 (as amended) - Equal Employment Opportunity (EEO) and Nondiscrimination in Employment by Government Contractors and Subcontractors:**
During the Construction Services of this Construction Contract the CMR agrees to comply with all of the requirements of Federal Executive Order No. 11246 (as amended). See the U.S. Department of Labor Website for more information: **www.dol.gov.**

**5.0 Insurance:**
During the Construction Services of this Construction Contract the CMR agrees the limits of liability for the Insurance required for this project shall be as required by the **00 52 23 CMR Agreement.**

**6.0 Connecticut Set-Aside Program Requirements:**
During the Construction Services of this Construction Contract the CMR, in accordance with the requirements of CGS § 4a-60g, (f) shall comply with the following requirements:

**6.1** The CMR for this Project shall award not less than **(25%)** of the total Contract Price to contractors who are certified and eligible to participate in the State of Connecticut's "Small Contractor's" set-aside program, including **(25%)** of this amount **(**or **6.25%)** of the total Contract Price to be awarded to certified and eligible "Minority Businesses Enterprises" (MBE).

**6.2 Total Cost Proposals Are Not Transferable:**
The Proposer agrees that Total Cost Proposals are not transferable to other proposers and must be submitted in the same name as used on the proposer's professional credentials, business credentials, insurance requirements, affidavits, and certifications, and prequalification statements.

**7.0 Cost Of The Work Budget:** **Eighteen Million Seven Hundred Dollars ( $18,700,000.00 ).**

**8.0 Total Cost Proposal:**

**TOTAL CMR COST PROPOSAL AMOUNT IN DOLLARS ($):**

**Figure Amount:** *(Lump Sum)* **$** ☐☐ **,** ☐☐☐ **,** ☐☐☐ **.** ☐☐

*(Place Figure Amount in Appropriate Boxes.)*

**Written Amount:** *(Lump Sum)* _____ **Dollars.**

**9.0 Total Cost Proposal Breakdown:**

CMR Proposers shall complete the information in the following table:

**9.1 Part 1 - CMR Total Cost Proposal Breakdown Table:**

| Item No. | CMR Cost Descriptions | Cost Proposal Amounts | |
|---|---|---|---|
| | | **Percentage (%)** *(As Applicable)* | **Dollars ($)** *(As Applicable)* |
| **1.0** | **Preconstruction Phase Services Cost:**<br>This Preconstruction Phase Services Cost Proposal Amount shall **NOT BE LESS THAN one (1) tenth of one percent (0.1%** or **0.001** and shall **NOT EXCEED five (5) tenths of one percent (0.5%** or **0.005)** of the **$18,700,000.00** Cost of the Work Budget. | **NA** | **$** _____<br>**Lump Sum** |
| **2.0** | **Construction Phase Services Cost:**<br>This Construction Phase Services Cost Proposal Amount shall be a Lump Sum Dollar of the **$18,700,000.00** Cost of the Work Budget.<br>*This Lump Sum Cost Proposal Amount shall be included in the GMP Proposal described in Article 5 of Section 00 52 23 of the CMR Agreement.* | **NA** | **$** _____<br>**Lump Sum** |
| **3.0** | **CMR Fee:**<br>This CMR Fee Proposal Dollar Amount shall be a percentage of the **$18,700,000.00** Cost of the Work Budget.<br>*The CMR Fee Proposal Amount is provided for owner's calculations only.*<br>*The CMR Fee included in the GMP Proposal shall be this Cost Proposal Percentage applied to the Cost of the Work amount developed by the CMR GMP.* | **%** _____<br>**Percent** | **$** _____<br>**Amount** |
| **4.0** | **Total CMR Cost Proposal Amount In Dollars ($):**<br>(Sum of Items No. 1, 2, & 3) | **NA** | **$** _____<br>**Amount** |

**9.2 Instructions for completing and Submitting the Form:**

Each CMR Proposer responding to the RFP shall be required to acknowledge and agree that the preparation of all materials for submittal to the CT DCS, and all presentations, related costs and travel expenses are at the proposer's sole expense, and CT DCS is not, under any circumstances, responsible for any cost or expense incurred by the CMR Proposer. In addition, each CMR Proposer acknowledges and agrees that all documentation and/or materials submitted with their Proposal shall remain the property of the CT DCS.

**9.2.1** The above amounts are to be stated in figures only and are the total amounts proposed for the contract work. Any alteration, erasure, or change must be clearly indicated and initialed by the proposer.

**9.2.2** The CMR Proposer agrees that the above fees will be held until respectively, conditional Selection of the CMR and receipt of the CMR GMP submittal in accordance with the Proposed Key Milestone Calendar contained in Subsection 2.0, Proposed Key Milestone Schedule, Section 00 24 19.2, Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR (GMP).

**9.2.3** The GMP shall mean the sum of the Cost of the Work as developed by the CMR plus the Construction Manager's Fee for the construction and post-construction phase work, including all of the requirements stated therein including all sales, use and consumer and other taxes required by law; all other fees, general conditions, bonds, required permits and insurance; tools, construction machinery , and temporary facilities required at the construction site; and all other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated in the Work.

**9.3 Part 2 - Fee Proposal Worksheet - CMR Sealed Total Fee Proposal:**

Each CMR Proposer's Total Cost Proposal Breakdown Form for the Lump Sum Construction Services Cost and CMR percentage shall be supported by an MS Excel Proposal Worksheet. The Worksheet shall provide the following detail information:

**9.3.1 Fee Proposal Worksheet:**

**.1** **Lump Sum Construction Phase Services Cost** - Staffing Costs as outlined in the **"Exhibit B CMR - GMP Cost Allocation Guide"** of **Section 00 52 23 Construction Manager At Risk (CMR) Agreement**, **Items 1.0, Project On Site Jobsite Staff** showing the proposed On Site Staff for the project full duration, by Title/Position an showing the approximate monthly cost; and

**.2** This Work Sheet shall be included with this CMR Sealed Cost Proposal.

**9.4 Proposer's Acceptance of Evaluation Methodology;**

The Submission of qualifications and pricing proposals in response to this CMR's RFP indicates the Proposer's acceptance of the State's evaluation methodology set forth in this CMR RFP and the recognition that the subjective judgments must be made by the State during the evaluation process and in its final selection.

**10.0 Non-collusion Statement:**

I (we), the undersigned, hereby declare that I am (we are) the only person(s) interested in the Proposal and that it is made without any connection with any other person making any Proposal for the same work. No person acting for, or employed by, the State of Connecticut is directly or indirectly interested in this Proposal, or in any Contract which may be made under it, or in expected profits to arise therefrom. This Proposal is made without directly or indirectly influencing or attempting to influence any other person or corporation to submit a Proposal or refrain from submitting a Proposal or to influence the amount of the Proposal of any other person or corporation. This Proposal is made in good faith without collusion or connection with any other person submitting a Proposal for the same work and this proposal is made with distinct reference and relation to the Request for Proposals prepared for this Contract. I (we) further declare that in regard to the conditions affecting the Work to be done and the design, labor and materials needed, this Proposal is based solely on my (our) own investigation and research and not in reliance upon any representations of any employee, officer or agent of the State.

**Name of Proposer:** _____ _____
*(Name)* *(Date)*

**Proposer's Signature:** _____ **Title:** _____
*(Signature)* *(Title)*

** Attach corporate resolution or power of attorney, if appropriate.*

**Address:**

_____ _____ _____
*(City)* *(State)* *(Zip Code)*

**11.0 CMR Proposer Information:**

**Firm Federal Employer Identification Number:** _____

**Firm CT Tax Registration Number:** _____

**Firm Address:** _____
*(Street)*

_____
*(City/Town)*

_____
*(State)*

_____
*(Zip Code)*

**Telephone Number:** _____

**FAX Number:** _____

**Email Address:** _____

**Corporate Seal**
(*If a Corporation*)

**Type of Business Entity** (check one):

☐ **Corporation**

☐ **Limited Liability Corporation (LLC)**

☐ **Partnership**

☐ **Sole Proprietor**

☐ Doing Business As (d/b/a)?
If yes, provide complete name **below:**

_____

_____

Provide Exact Wording on Corporate Seal **below**:

_____

_____

This Proposal submission is **only** for CMR Proposers who currently have the DAS following **Certification:**

**DAS General Building Construction Classification: Construction Manager At Risk: Group C**

**The Conditionally Selected CMR Proposer shall submit all supporting documents within the calendar day time limits set in the Supporting Document Submittal Schedule in Conditionally Selected Letter. If there are any delays in the receipt of these materials then the Proposal shall remain valid for the same additional number of calendar days. For example, since, the Conditionally Selected Proposer shall be required to hold their Proposal price for ninety (90) calendar days and any extensions caused by the Proposer's delays in required submissions, if materials are submitted four (4) days later; then the Proposal shall remain valid for ninety-four (94) days.**

***End***
***Section 00 42 23***
***CMR Cost Proposal Form***

# Section 00 52 23
# Standard Form of Agreement Between Owner and Construction Manager - At-Risk (CMR) For Guaranteed Maximum Price (GMP)

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

**State Of Connecticut Department Of Construction Services**

## Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR) For Guaranteed Maximum Price (GMP)

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**AGREEMENT** made as of the _____ day of _____ in the year of _____

**BETWEEN:**

State of Connecticut
Department of Construction Services
165 Capitol Avenue, 4th Floor
Hartford, CT 06106

Acting herein by its Commissioner of the Department of Construction Services, hereinafter referred to as the Owner (Owner), under the provisions of Sections 4-8, 4b-1 and 4b-103 of the Connecticut General Statutes, as revised;

And

***Insert CMR Name and Address***

hereinafter referred to as the Construction Manager at Risk (CMR).

**The Project is:**

***Insert Project Title***
***And Location***

and is hereinafter referred to as the Project

**The Project Number is:**

***Insert Project Number***

**The Architect is:**

***Insert Name and Address***
***Of Project Architect***

And is hereinafter referred to as the Architect

The Owner and CMR agree as set forth below:

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## ARTICLE 1 GENERAL PROVISIONS

**1.1 RELATIONSHIP OF PARTIES**

The CMR accepts the relationship of trust and confidence established with the Owner by this Construction Manager at Risk Agreement (the "Agreement"), and covenants with the Owner to furnish the CMR's reasonable skill and judgment and to cooperate with the Architect in furthering the interests of the Owner. The CMR shall furnish construction administration and management services as further described herein and use the CMR's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner.

**1.2 GENERAL CONDITIONS**

The General Conditions of the contract shall be the General Conditions of the Contract for Construction - CMR, Department of Construction Services, State of Connecticut, Section 00 72 23 (the "General Conditions"), a copy of which is attached hereto as Exhibit C and incorporated herein in its entirety by this reference. For the Project, as that term is defined in General Conditions Article 1, the General Conditions shall apply. The term Construction Manager at Risk ("CMR") is more fully defined in General Conditions Article 1.

If a conflict exists between this Agreement and the General Conditions, the terms and conditions of this Agreement shall govern. This Agreement contemplates the creation of a Guaranteed Maximum Price Amendment (the "GMP Amendment"), the form of which is attached hereto as Exhibit A. If a conflict exists between the GMP Amendment and this Agreement, the terms and conditions of the GMP Amendment shall govern, with the Assumptions and Clarifications (Exhibit C to the GMP Amendment) having the highest level of priority of all the Contract Documents. Thereafter, the order of precedence of Contract Documents shall be in accordance with General Conditions Article 3. The term "Contract Documents" as used in this Agreement and as further defined in General Conditions Article 1 shall include:

**.1** this Agreement;
**.2** the General Conditions;
**.3** the Department of Construction Services Division 01 General Requirements - CMR (the "General Requirements");
**.4** Drawings;
**.5** Specifications;
**.6** the Owner's Request for Qualifications and Request for Proposals for the Project and any addenda thereto,
**.7** the CMR's Proposal and addenda, as required; and
**.8** any other documents listed in this Agreement and modifications thereto issued after execution of this Agreement.

Each of the Contract Documents is more particularly described in General Conditions Article 1. The Contract Documents are incorporated herein and made a part of this Agreement. The term “Contract Sum” as used in this Agreement and the General Conditions shall mean the Guaranteed Maximum Price ("GMP") when it is established in accordance with this Agreement. The term "Work" as used in this Agreement is defined in General Conditions Article 1.

**1.3** The CMR shall identify key staff to be assigned to the Project, which staff shall be listed in Exhibit B to this Agreement, the "CMR – GMP Cost Allocation Guide" (the ”Cost Allocation Guide”) incorporated herein by reference. Listed individuals shall be the same individuals identified in the CMR’s Proposal, as accepted by the Owner, and shall remain assigned for the duration of the Project unless the Owner approves of their removal or substitution in writing. The Owner shall have the right to direct that any of the CMR’s staff assigned to the Project be removed and/or replaced at any time.

**1.4** The Cost Allocation Guide may not be revised, modified or supplemented, including through any provision in the Assumptions and Clarifications, nor may any of the costs set forth in the Cost Allocation Guide as a Construction Phase Services Cost be required of a trade contractor, with the exception of, and provided prior express written approval of the Owner has been received for, certain trade contractor scopes of service consistent with industry practice and project conditions.

## ARTICLE 2 CONSTRUCTION MANAGER AT RISK RESPONSIBILITIES

The CMR shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase Services. If the Owner and CMR agree after consultation with the Architect, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

### 2.1 PRECONSTRUCTION PHASE

#### 2.1.1 PRELIMINARY EVALUATION

The CMR shall provide a preliminary evaluation of the Project requirements and Project budget. Such preliminary evaluation shall be submitted to the Owner in a form and format acceptable to the Owner.

#### 2.1.2 CONSULTATION

The CMR with the Architect shall jointly schedule and attend regular meetings with the Owner. The CMR shall consult with the Owner and Architect regarding site use and improvements and the selection of materials, building systems and equipment. The CMR shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible savings.

#### 2.1.3 PRELIMINARY PROJECT SCHEDULE

When Project requirements described in Section 3.1.1 have been sufficiently identified, the CMR shall prepare, and periodically update, a Preliminary Project Schedule, as further described in Section 01 32 16.13 CPM Schedules - CMR of the General Requirements, for the Architect's review and the Owner's approval. The CMR shall obtain the Architect's approval of the portion of the Preliminary Project Schedule relating to the performance of the Architect's services. The CMR shall coordinate and integrate the Preliminary Project Schedule with the services and activities of the Owner, Architect and CMR.

As design proceeds, the Preliminary Project Schedule shall be updated to indicate: Proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information; submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement; Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and Acceptance as those terms are defined and described in the General Conditions and Section 7.2 of this Agreement; and work preceding submission and approval of the GMP consisting of the Project Elements of site preparation and demolition as further described in Section 2.1.6.8 herein. The term "Project Elements" as used in this Agreement shall refer to the permanent structures, site improvements and other permanent developments at the site specifically defined and specified in the Contract Documents. The Project Elements may constitute the whole or part of the Work and are defined in General Conditions Article 1. If Preliminary Project Schedule updates indicate that previously approved schedules may not be met, the CMR shall make appropriate recommendations to the Owner and Architect and take all steps necessary to ensure completion of the aspects of Work within its control and within the time period required by the Contract Documents. All Preliminary Project Schedules shall contain the items and be in the format as directed by the Owner.

**2.1.3.1** The CMR shall prepare a project Construction Schedule as defined and described in General Conditions Article 1 and Article 11, concurrent with the initiation of the trades bidding process more fully described in Section 2.1.6 herein. This Construction Schedule will be reviewed with the Owner and the Architect to identify the anticipated dates for key milestones related to required permits, approvals and funding. All Construction Schedules shall contain the items and be in the format as directed by the Owner.

#### 2.1.4 PHASED CONSTRUCTION

The CMR shall make recommendations to the Owner and Architect regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as savings, time of performance, availability of labor and materials, and provisions for temporary facilities.

**2.1.5 COST ESTIMATES**

**2.1.5.1** The CMR shall submit cost estimates at the Design Development Design (DD) Phase at **One Hundred Percent (100%)** and the Construction Document (CD) Phase at **Fifty Percent (50%)** and **Ninety Percent (90%)** in accordance with the requirements set forth in Section 00 54 13 of the Request for Proposal "Preconstruction Phase Supplemental Scope of Services" ("PPSSS"), which supplemental scope of services is made a part of this Agreement pursuant to Article 1.2 herein.

**2.1.5.2** CMR shall prepare sufficiently detailed bid scopes, as more particularly described in PPSSS, Subsection 8, "Bid Phase Services". The PPSSS is made a part of the Agreement Pursuant to Article 1.2 herein. As used in this section, the phrase "sufficiently detailed bid scopes" shall mean bid scopes that are adequate to allow competitive bidding on the respective trade packages for Project Elements. In developing and preparing the bids for trade packages, the CMR shall consider constructability, construction cost, sequence of construction, construction duration and means and methods of construction. Any and all costs incurred by the CMR as a part of such process, including the engagement of other consultants, shall be included in the CMR's Preconstruction Phase Services Cost Lump Sum amount. In the event the bids for trade packages, as further described in Section 2.1.6 herein, exceed Owner's budget, CMR shall value engineer and/or provide a relevant scope reduction matrix, along with estimates for selected substantial scope items, as needed. Formal "Value Engineering Services" are not included in the Pre-Construction Services Lump Sum amount.

**2.1.5.3** If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the CMR shall make appropriate recommendations to the Owner and Architect to reduce estimated cost to a level consistent with Owner's budget.

**2.1.5.4** The CMR shall, in addition to the cost estimates, consult with Owner and Architect regarding site logistics and a proposed plan for construction access; material staging and loading; pedestrian access and safety; and compliance with relevant traffic ordinances during the Construction Phase.

**2.1.6 SUBCONTRACTORS AND SUPPLIERS**

**2.1.6.1 Bidding and Award of Subcontracts.** The CMR shall review with the Owner the CMR's bidding procedures and bidder criteria and shall establish a schedule for the competitive bidding and awarding of Subcontracts, to be conducted separately for each of the Project Elements, in accordance with all applicable federal and state requirements. The Project Elements may constitute the whole or part of the Work. The CMR shall use all reasonable means and efforts to develop the interest of qualified Subcontractors in the Project.

**.1** The CMR shall include in its subcontractor bid documents the following requirements:

- **.1** 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;
- **.2** 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 estimated 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
- **.3** the bidder shall possess experience with projects of a similar nature and scope.

**.2** The Bid documents and any relevant notices or advertisements shall set forth all of the CMR's submission requirements for the bid packages and shall clearly list those requirements the omission of which shall result in a bid rejection. In addition, the Bid documents shall include, prominently placed, the following language: *"The CMR is authorized to waive minor irregularities which it considers in the best interest of the Project, provided the reasons for any such waiver are stated in writing by the CMR and made a part of the contract file."*

**2.1.6.2** The CMR shall invite bids and give notice of opportunities to bid on Project Elements by advertising, at least once, in one or more newspapers having general circulation in the State of Connecticut. Bids shall be directed to the CMR at the address indicated in the aforementioned advertisements. Bidders shall be prequalified pursuant to Connecticut General Statutes Section 4a-100 through the State of Connecticut Department of Administrative Services. All advertisements, notices, scheduling notices, addenda and/or communications of any kind relevant to the bidding and award of contracts for Project Elements shall be posted on the State of Connecticut Department of Administrative Services Contracting Portal.

**2.1.6.3** The CMR shall conduct pre-bid conferences, in coordination with the Owner's DCS Project Manager, to familiarize prospective bidders with the Project and the bid documents. The CMR shall assist the Architect with regard to responding to questions from bidders and with the issuance of addenda to the bid documents. All responses to questions from bidders submitted prior or subsequent to pre-bid conferences shall be in writing. All bid opening dates and times shall be scheduled to accommodate the presence of Owner's DCS Project Manager or other designated representative of the Owner, who shall witness each bid opening and initial and date each bid.

**.1** Each bid shall be kept sealed until opened publicly on the date and at the time set forth in the notice soliciting such bid. Such opening shall take place at a location to be selected by the CMR and approved by the Owner. The CMR will analyze all bids and proposals to verify that the proposals are complete, that no unacceptable qualifications are made, that the bidders meet all CMR's criteria to the extent that it is in the best interest of the Project, and that the bidders have included the essential and qualitative information specified by the CMR in its bid documents. The CMR may waive minor irregularities in the bid documents.

**.2** Within **Seven (7) days** of any bid opening, the CMR shall make available for review by bidders all bid packages at a location within the State of Connecticut to be designated by the CMR. A notice in prominent typeface describing such location shall be displayed in a visible place at the bid opening.

**.3** The CMR is responsible for ensuring an adequate number of bids received for each advertised bid package through careful scope preparation and combination and/or separation of work, as required. In the event the CMR wants to recommend award of a package that received fewer than **three (3) bids**, CMR must describe in writing the following:

**.1** detailed explanation of efforts made by the CMR;

**.2** the number of contractors provided with the bid information;

**.3** any information the CMR may have acquired as to reasons for the low number of bids received; and

**.4** that the pricing received from the contractor to be recommended is competitive and reasonable according to industry standards and the Project estimate.

**.4** Prior to CMR's recommendation to Owner for approval of a contract, the CMR shall review any of Owner's performance related files or evaluations pertinent to the recommended award. The CMR shall, after consultation with and approval by the Owner, award any contracts for Project Elements to the responsible, qualified, and approved subcontractor submitting the lowest bid in compliance with CMR's bid requirements and procedures. The CMR shall not be eligible to submit a bid for any Project Element contract work.

**.5** The CMR shall resolve any issues that may arise relevant to the bidding process including bidder qualifications, bidder responsibility, and bid protests or disputes and shall be responsible for any and all costs incurred as a result thereof, including any administrative or professional costs incurred to resolve such issues extra-judicially and any and all costs related to legal proceedings commenced in state or federal court in Connecticut as a result of a Project Element trade contractor bid challenge.

The resolution of any issues referenced herein that will result in either a change to the award of contracts of Project Elements to a responsible qualified contractor or to the agreed upon GMP for the cost of construction shall require prior consultation with, and approval by, the Owner.

The CMR shall notify Owner within **Five ( 5 ) days** of the date the CMR received notice of a judgment entered in a legal proceeding upholding a challenge by a non-recommended bidder or of a proposed resolution to a pending challenge by a non-recommended bidder.

If the judgment or proposed resolution will, or potentially will, cause or result in a delay to the Project, an impact to the Project Schedule or a change in a recommended bidder submitted with the previously approved GMP Amendment, then within **thirty ( 30 ) days** of providing the five (5) day notice mentioned above, the CMR shall submit to Owner a written explanation setting forth in detail the following items, as appropriate: the nature and extent of the delay; the impact to Project Schedule; the change in recommended subcontract; the proposed change to the GMP. The proposed change to the GMP shall conform to the requirements of Section 5.3 of this Agreement and be in accordance with Article 13 of the General Conditions, except that any proposed decrease to the GMP shall be promptly administered through a deduction by a Change in Work pursuant to Section 2.2.8 herein and Article 13 of the General Conditions, with any savings reverting to the CMR's Contingency.

Any resultant increase to the GMP shall be funded by and through the CMR Contingency up to **One Hundred Thousand Dollars ( $100,000.00 )**. If the increase exceeds **One Hundred Thousand Dollars** ( **$100,000.00 )** then the Owner's Contingency shall be used to fund the amount in excess of **One Hundred Thousand Dollars ( $100,000.00 ).** The total maximum amount that can be utilized from the CMR Contingency for any and all increases to the GMP resulting from delays, impacts to the Project Schedule or change in recommended bidders is limited to **One Hundred Thousand Dollars ( $100,000.00 )**, with the balance of any such increases being funded through the Owner's Contingency.

It shall be a condition precedent, however, prior to funds being utilized from the Owner's Contingency for increases in the GMP due to the afore-mentioned reasons, that the CMR has acted in good faith and in a reasonably competent manner, and has consulted with the Owner in regard to any such bid process matter, and has complied with all notice requirements set forth in this section.

The term "Owner's Contingency" as used in this Agreement shall refer to funds controlled exclusively by the Owner and which are not a part of the GMP. Such funds shall not be considered to be used or held for the benefit of the CMR and are not accessible to the CMR without:

**.1** prior written approval of the Owner; and

**.2** a formal Change Order submitted pursuant to Section 5.1.2 herein and General Conditions Article 13.

Additional Construction Phase Services Costs resulting from an aforementioned delay, change in recommended bidder or impact to Project Schedule shall require prior review and approval by the Owner and shall comply with the provisions set forth in Section 5.1.2 herein and Article 13 of the General Conditions.

Notwithstanding anything to the contrary in the foregoing, in the event that the CMR is determined by judicial authority in connection with its supervising, controlling, managing and resolving any issue arising from, involving or related to the bidding process, including bidder qualifications and bidder responsibility, to have acted in bad faith or in an arbitrary and capricious manner or with intentional or reckless disregard of the law, or to have acted in a fraudulent manner; the CMR shall be responsible, to the extent directly caused by said bad faith, arbitrariness and capriciousness, intentional or reckless disregard of the law, or fraud, for any resulting delay or impact on the Project Schedule or increase to the GMP and shall cover any increase in the Cost of the Work at its own expense exclusively.

**2.1.6.4** Notwithstanding the foregoing Subsection 2.1.6.3, and as set forth in all pertinent bid advertisements and notices, the following conditions shall render a bid invalid and rejected by the CMR:

**.1** the subcontractor, if submitting a bid for work to be performed with an estimated value in excess of **Five Hundred Thousand Dollars ( $500,000.00 )** is not prequalified in the State of Connecticut Department of Administrative Services requisite classification noted on the pertinent Invitation to Bid;

**.2** the bid is not accompanied by a bid bond or certified check in an amount which shall be **Ten percent ( 10% )** of any bid for work with an estimated value of at least **Fifty Thousand Dollars ( $50,000.00 )**, or if the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it has not provided 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% )**, if the estimated value is one hundred thousand dollars or greater;

**.3** the bidder appears on the State of Connecticut Department of Labor Debarment List.; and/or

**.4** the bidder does not provide a requirement or qualification, the omission of which the CMR clearly stated in all bid solicitation communications would be grounds for bid rejection without allowance for waiver.

**2.1.6.5** Aspects of the Work which are not Project Elements, not included in the Construction Phase Services Costs described in Section 6.1 herein, and not otherwise included as an allowance under this Agreement, shall be awarded through a competitive process by which the CMR shall obtain quotes from no fewer than **Three** ( **3** ) firms. In the event the CMR obtains fewer than **Three** ( **3** ) quotes, the CMR must explain in writing the reasons therefore. If the CMR does not select the lowest price, the CMR must justify in writing its basis for its selection. All selections are subject to consultation with, and approval by, the Owner. Any issues arising from the award process described in this Section 2.1.6.5 shall be resolved by the CMR at its own cost.

**2.1.6.6** The CMR shall be solely and fully responsible for the performance of each of the Subcontractors and shall indemnify and hold harmless the Owner from and against any and all additional costs and liability in excess of the GMP incurred as a result of failure of any Subcontractor to perform in accordance with the applicable Subcontract or the performance of such Subcontractor in a negligent manner. In no event will any cost or expense resulting in any manner from the negligence, fault, breach or failure of any Subcontractor to perform be a Cost of the Work as defined in this Agreement.

**.1** The CMR shall compile evaluation information for each subcontract during the performance of the subcontract and shall submit the evaluation information in a format acceptable to the Owner to the DCS Project Manager at **Fifty Percent ( 50% )** completion and **One Hundred Percent ( 100% )** completion of each subcontract.

**2.1.6.7** The CMR shall, after obtaining the written consent of the Owner as to the acceptability of each Subcontractor, award and execute Subcontracts with the successful bidders in accordance with applicable laws, regulations and ordinances. The terms of each Subcontract and the award of such contracts shall be fully in accordance with this Agreement and are subject to the prior approval of the Owner. Any selection and/or rejection of any bid must be approved by the Owner. Upon Owner's request, CMR shall provide copies of any and all Subcontracts to Owner for review.

**2.1.6.8** Construction work shall not begin prior to the Owner's acceptance of the CMR's GMP proposal, the signing of the GMP Amendment and the issuance of a Notice to Proceed. At its sole discretion and in accordance with Connecticut General Statutes Section 4b-103, the Owner may direct the CMR to proceed with the Project Elements of site preparation and demolition, or portions thereof, that have been previously put out to bid and awarded, prior to submission and approval of the GMP. The specific services and scope of work to be performed will be described in one or more "Work Authorization Orders" ("WAO") as that term is defined in General Conditions Article 1. The form of the WAO is attached hereto as Exhibit D. The terms and conditions of this Agreement shall be considered a part of any WAO that the Owner may issue to the CMR, and such WAO shall be subject to the mutual agreement of the Owner and the CMR. A WAO is an authorization to perform the services and scope of work described therein and for the total amount set forth therein, which amount shall be factored into the GMP. Such amount of the WAO shall be determined as previously bid and awarded and not pursuant to Section 4.1 of this Agreement.

**.1** In the event the Owner and CMR cannot agree to a GMP or funds are not available for the continuance of the CMR's services pursuant to Section 9.2.6 of the Agreement, the Owner is

obligated to pay for the work performed pursuant to the WAO and as determined by the Owner, but in no event exceeding the amount set forth on such WAO. Any additional costs incurred by the CMR in the prosecution of such work shall be the obligation of the CMR. Prior to the performance of any work specified in a WAO, CMR shall provide Owner with proof of proper insurance and the required payment and performance bonds, in accordance with Article 8 herein.

**.2** A WAO shall not constitute:

**.1** a Notice to Proceed or the start of the Construction Phase as described in Section 2.3.1.1 of this Agreement;

**.2** the start of days to Substantial Completion or increase in Construction Phase Services Costs as described in Sections 2.2.5.7 and 6.1 respectively of this Agreement;

**.3** evidence of any approval or funding of the GMP.

**2.1.7 LONG-LEAD-TIME ITEMS**

The CMR shall recommend to the Owner and Architect a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the CMR. Upon the Owner's acceptance of the CMR's GMP proposal, all contracts for such items shall be assigned by the Owner to the CMR, who shall accept responsibility for such items as if procured by the CMR. The CMR shall expedite the delivery of long-lead-time items.

**2.1.8 EXTENT OF RESPONSIBILITY**

The CMR does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. CMR will exercise due diligence in providing and updating schedules so as to include such actions as are reasonably anticipated and necessary to achieve the Substantial Completion and Acceptance dates for the Project. The recommendations and advice of the CMR concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's consultants. It is not the CMR's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CMR becomes aware that portions of the Drawings and Specifications are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations, the CMR shall promptly notify the Architect and Owner in writing.

**2.1.9 ADMINISTRATIVE, STATUTORY REQUIREMENTS, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION**

The CMR shall comply and shall use reasonable efforts to cause all Subcontractors to comply, with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs, set forth in Appendix I, attached hereto and incorporated herein in its entirety. The CMR shall present to, and review with, the Owner, any submissions relative to such administrative and statutory requirements prior to any submission by the CMR to the appropriate governmental agencies. In particular, the CMR shall present to, and review with, the Owner its set-aside program and Affirmative Action Plan prior to submission to the relevant agencies.

## 2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

**2.2.1** After the Drawings and Specifications are sufficiently complete and not more than **Sixty ( 60 ) days** (or such time frame as otherwise agreed to by the Owner and CMR) after CMR has received bids from Subcontractors and suppliers representing at least **Ninety Percent ( 90% )** of the Subcontractor bids for the Project Elements, the CMR shall propose a GMP. As used in this Section, the phrase "sufficiently complete" shall mean Drawings and Specifications that are adequate to describe the Work in graphic and written form and that have been approved by the Owner. The sufficiently complete Drawings and Specifications shall be suitable for submission for all Permits and Approvals. The CMR shall advise the Owner as to the completeness of these documents. The Drawings will graphically depict the Work; i.e., plans, elevations, sections, details, schedules and diagrams. The Specifications will contain the written requirements for materials, equipment, systems, standards, and workmanship for the Work, and the performance of related services. GMP shall mean the sum of the Cost of the Work as developed by the CMR and the CMR Fee for the construction and post-construction phase work, including all sales, use and consumer and other taxes required by law; all other fees, general conditions, bonds, required permits and insurance; tools, construction machinery, and temporary facilities required at the construction site; and all other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated in the Work. The GMP and the Substantial Completion and Acceptance dates, as shown in the GMP Amendment and the Assumptions and clarifications, shall not exceed the Owner's maximum Cost of the Work Budget and schedule for the Project.

**2.2.2** As the Drawings and Specifications may not be finished at the time the GMP proposal is prepared, the CMR shall provide in the GMP for further development of the Drawings and Specifications by the Architect that is consistent with the Contract Documents and reasonably inferable therefrom.

**2.2.2.1** The GMP is not intended to include material changes in scope, systems, kinds, qualities, quantities of material, finishes or equipment from that which is shown or reasonably inferred from the information in the Contract Documents upon which the GMP is based, subject to the Assumptions and Clarifications. Such changes, if required, are excluded because they would warrant an adjustment to the GMP by Change Order.

**2.2.3** The Cost of the Work for only new construction work shall include the CMR's Contingency, which shall be a sum equal to **Two And One Half Percent ( 2.5% )** of the Cost of the Work developed and established by the CMR and approved by the Owner for the CMR's exclusive use to cover costs arising under Section 2.2.2 and other costs which are properly reimbursable as a Cost of the Work but not the basis for a Change Order.

**OR** The cost of the Work for a combination of both new construction work and renovation work shall include the CMR's Contingency, which shall be a sum equal to **Four Percent ( 4.0% )** of the Cost of the Work developed and established by the CMR and approved by the Owner for the CMR's exclusive use to cover costs arising under Section 2.2.2 and other costs which are properly reimbursable as a Cost of the Work but not the basis for a Change Order.

Use of CMR's Contingency to cover costs described in this Section shall include, but not be limited to, costs associated with matters related to:

**2.2.3.1** estimating errors;

**2.2.3.2** trade buy-out differentials;

**2.2.3.3** unanticipated market conditions, including price escalation after the GMP is accepted through the GMP Amendment to this Agreement;

**2.2.3.4** labor and material market conditions;

**2.2.3.5** interface and coordinating omissions between various Subcontractor packages;

**2.2.3.6** overtime and/or shiftwork;

**2.2.3.7** acceleration and/or expediting and/or schedule recovery for CMR;

**2.2.3.8** correcting defective, damaged, and/or nonconforming work, provided CMR makes an effort to first recover such costs from the responsible Subcontractor, Subcontractor's surety, and/or vendor;

**2.2.3.9** design errors or omissions that are the responsibility of the CMR;

**2.2.3.10** bidder, Subcontractor, and vendor defaults;

**2.2.3.11** professional expenses incurred to obtain guidance, consultation, and recommendation, provided that such expenses are limited to issues that:

- **.1** relate primarily and directly to the performance of the Work or the Cost of the Work;
- **.2** do not arise primarily and directly from the bidding process;
- **.3** do not concern or involve any matter between and among the CMR, Owner and/or Architect;
- **.4** do not concern, or were not incurred as part of, litigation matters; and,
- **.5** have received Owner's prior written approval which shall not be unreasonably withheld; and

**2.2.3.12** losses not covered by insurance, including insurance deductibles not resulting from the neglect or negligence of the CMR or its Subcontractors.

Except as provides in Article 2.1.6.3.5 herein, the CMR's Contingency shall not be used to fund changes in the Work as described in General Conditions Article 13 including any adjustments to any of the allowances included in the GMP**,** nor shall it be used to fund costs that result from the gross negligence or willful misconduct of CMR. CMR shall furnish documentation evidencing expenditures charged to the contingency and the reasons therefore. The CMR shall keep full and detailed records regarding costs used from the CMR's Contingency and the accounting and control systems for such costs shall be in accordance with generally accepted accounting principles acceptable to the Owner, and Owner shall be provided access to such records upon prior notice and as further provided under General Conditions Article 25. Any savings to a Project Element bid subsequent to its inclusion as part of the determination of CMR's GMP proposal, as approved by the Owner, shall be added to, and become a part of, the CMR's Contingency. Any unused CMR's Contingency as of the date that Final Payment is determined, shall revert to the Owner.

**2.2.4** No expenditures from the CMR's Contingency shall be paid without prior notice to the Owner and written approval of the Owner, whose approval will not be unreasonably withheld, for any expenditure charged to the CMR's Contingency in excess of **Twenty Thousand Dollars ( $20,000.00 )**. For any expenditure charged to the CMR's Contingency equal to or less than **Twenty Thousand Dollars ($20,000.00 )**, the Owner's approval is not required. Cumulative related expenditures of less than **Twenty Thousand Dollars ( $20,000.00 )** for the same or similar work items, which in aggregate exceed **Twenty Thousand Dollars ( $20,000.00 )** shall also require the Owner's prior written approval. The CMR shall account to the Owner for the allocation of the CMR's Contingency on a monthly basis in a manner acceptable to the Owner.

**2.2.4.1** The CMR's Contingency is not available and shall not be used for any of the following:

- **.1** Payment of liquidated damages, reimbursement of additional consultant services due to deficient or delayed work, or similar back charges or damages from the Owner caused by the CMR.
- **.2** Any costs identified in this Section that are recovered by the CMR from insurance, Subcontractors or suppliers, or other sources.
- **.3** To supplement the CMR's own office or field staff, beyond the levels or commitment originally agreed to, without the prior written consent of the Owner.
- **.4** Notwithstanding compliance with Paragraph 2.2.3 above, any use that is for the sole use, benefit or convenience of the CMR, and that would not create any additional benefit or difference to the final Work beyond that which the original Construction Documents would have provided.

**2.2.4.2** When all of the funds in the CMR's Contingency are expended or in the event that the Cost of the Work exceeds the GMP and any adjustments as may be due under the terms of this Agreement; the CMR shall continue to perform at no additional cost to the Owner until the Work is complete. The CMR shall be responsible for paying all costs in accordance with the terms of this Agreement that may be necessary to complete the Work, even if such amounts are in aggregate in excess of the GMP.

**2.2.5 BASIS OF GUARANTEED MAXIMUM PRICE**

The CMR shall include with the GMP proposal a written statement of its basis, which shall include:

**2.2.5.1** A list of the Drawings and Specifications, including all addenda thereto and the General Conditions of the Contract, which were used in preparation of the GMP proposal.

**2.2.5.2** A list of allowances and a statement of their basis.

**2.2.5.3** A detailed list of the clarifications and assumptions made by the CMR in the preparation of the GMP proposal to supplement the information contained in the Drawings and Specifications; i.e. the Assumptions and Clarifications.

**2.2.5.4** The proposed GMP, including a statement of the developed cost organized by trade categories, allowances, contingency, other verified costs and the CMR Fee, as defined in Section 5.1.1 herein.

**2.2.5.5** All costs incurred for work performed for site preparation and/or demolition and/or long lead items purchased pursuant to Section 2.1.7 of this Agreement prior to acceptance of the GMP and any estimated costs for any items for which Subcontractor bids have not been received by the CMR and which have not been approved by the Owner and documentation of the basis for same.

**2.2.5.6** A list of all Project Elements for which bids have been received by the CMR and which have been approved by the Owner, which bids must represent at least **Ninety Percent ( 90% )** of the Subcontractor bids for the Project.

**2.2.5.7** The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based and a confirmation of the Liquidated Damages assessment in the amount ***Insert Written Amount*** Dollars **( $*Insert Dollar amount* )** per day for each calendar day beyond the established Substantial Completion Date that the CMR fails to achieve Substantial Completion.

**2.2.5.8** The Date of Acceptance upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Acceptance is based and a confirmation of the Liquidated Damages assessment in the amount of ***Insert Written Amount*** **Dollars ( $*Insert Dollar Amount* )** per day for each calendar day beyond the **Ninety (90) calendar days** of the established Substantial Completion Date that the CMR fails to achieve Acceptance.

**2.2.6** The CMR shall meet with the Owner and Architect to review the GMP proposal and the written statement of its basis. Said meeting shall occur within **Fourteen ( 14 )** days of Owner's receipt of the GMP Proposal. In the event that the Owner or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CMR, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

**2.2.7** Owner shall have the right to accept or reject the GMP in its sole discretion. Unless the Owner accepts the GMP proposal in writing within **Sixty ( 60 )** days of the meeting described in Section 2.2.6, above, and so notifies the CMR, the GMP proposal shall not be effective without written acceptance by the CMR.

**2.2.8** Prior to the Owner's acceptance of the CMR's GMP proposal and issuance of a Notice to Proceed, the CMR shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing with the exception of those items provided for under Sections 2.1.6.8 and 2.1.7 of this Agreement.

**2.2.9** Upon acceptance by the Owner of the GMP proposal, the GMP, the GMP basis, and the dates of Substantial Completion and Acceptance shall be set forth in the GMP Amendment. The GMP shall be subject to additions and deductions by a Change in the Work as provided in the Contract Documents, and the Dates of Substantial Completion and Acceptance shall be subject to adjustment as provided in the Contract Documents.

**2.2.10** The Owner shall authorize and cause the Architect to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon Assumptions and Clarifications contained in the GMP Amendment. Such revised Drawings and Specifications shall be furnished to the CMR in accordance

with schedules agreed to by the Owner, Architect and CMR. The CMR shall notify the Architect and Owner within **Fourteen ( 14 ) days** of being furnished with such revised Drawings and Specifications if such revised Drawings and Specifications are inconsistent with the agreed-upon Assumptions and Clarifications. Failure to notify the Architect and Owner within the aforementioned time frame shall result in a waiver of any claim for increase in Cost of the Work.

**2.2.11** The State of Connecticut is tax exempt pursuant to Connecticut General Statutes Section 12-412 The CMR shall be responsible for reviewing the current regulations of the Department of Revenue Services. The tax on materials or supplies exempted by such regulation shall not be included as part of the GMP. A sales tax certificate will be provided by the Owner upon execution of the Contract.

**2.2.12** By proposing the GMP, the CMR warrants that it has the capability, in all respects, and the moral and business integrity, reliability, technical ability, financial resources, management, superintendence, equipment and materials which will assure effective and efficient good faith performance in full compliance with the Contract Documents and with any and all schedules and milestone and completion dates, that it has made allowances for normal inclement weather indigenous to the Project site, in its estimating, planning and scheduling of the Work. The CMR further acknowledges that the Contract Documents, if not complete, will be upon completion, appropriate and adequate to complete this Project and for the construction of sound and suitable work, and that the GMP submitted is complete and covers all of the Work shown or reasonably inferred and as specified or shown in the Contract Documents. The CMR hereby certifies that the Work shall be completed, in place and in full accordance with the Contract Documents, within the time limits specified.

## 2.3 CONSTRUCTION PHASE

### 2.3.1 GENERAL

**2.3.1.1** The Construction Phase shall commence upon the Owner's acceptance of the CMR's GMP proposal, the signing of the GMP Amendment and issuance of a Notice to Proceed.

**2.3.1.2** The CMR shall ensure that all construction activities are performed efficiently and with the requisite expertise, skill, quality and competence to satisfy the requirements of the Contract Documents. The CMR shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.3.1.3** The CMR shall establish and implement a program to monitor the quality of construction to guard the Owner against defects and deficiencies in the Work. The CMR shall reject the Work and transmit to the Subcontractor or supplier a notice of non-conforming work with a copy of such notice provided to Owner, when it is the opinion of the CMR that the Work does not conform to the requirements of the Contract Documents. The CMR is not authorized as part of this requirement to change, enlarge, relax, alter or release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents. In the event a dispute arises regarding CMR's rejection of Work; or in the event the Owner prefers to accept such Work, the provisions of General Conditions Articles 21, 25 and 26 shall apply.

**2.2.1.4** Notwithstanding the provisions of Section 01 45 00 of the General Requirements, the CMR shall be fully responsible for the skill of workers employed for the Project and for providing that the quality of materials used for the Project is in conformance with the Contract Documents.

**2.3.1.5** The CMR shall, if requested by the Owner, coordinate and oversee the work of third-party contractors retained directly by the Owner.

### 2.3.2 ADMINISTRATION

**2.3.2.1** The Work shall be performed under subcontracts or by other appropriate agreements with the CMR. The CMR shall obtain competitive public bids in accordance with the provisions of Sections 2.1.6.1 through 2.1.6.3 of this Agreement. Subcontracts shall be in a form acceptable to the Owner.

**.1** Each subcontract shall contain provisions that:

**.1** require that such work be performed in accordance with the requirements of the Contract Documents;

**.2** waive all rights to subrogation against the Owner, Architect, Owner's agents, CMR, subcontractors for damages caused by fire or other perils covered by insurance obtained for or in place upon the Project;

**3.** require the Subcontractors to carry and maintain insurance coverage in accordance with the Contract Documents and file Certificates of such coverage, with the CMR;

**.4** require the Subcontractors to submit certificates of waiver of claims for work completed by their respective Secondary Subcontractors, as that term is defined in General Conditions Article 1, conditioned upon disbursement of the progress payment next due and owing;

**.5** require that each Subcontractor pay any amounts due any of its Sub-subcontractors whether for labor performed or materials furnished within thirty (30) days after such Subcontractor received a payment from the CMR which encompasses labor or materials furnished by such Subcontractor.

**.6** the Subcontractor or the Secondary Subcontractor's mark-up on change orders to have committed maximum overhead and profit pursuant to General Conditions Article 13;

**.7** require submission to the CMR or the Subcontractor as the case may be, of applications for payment on a form approved by the Owner together with clearly defined invoices and billings supporting all such applications under each subcontract to which the Subcontractor is a party;

**.8** require each Subcontractor to furnish to the CMR in a timely fashion all information necessary for the preparation and submission of the reports required herein;

**.9** require that each Subcontractor continue to perform under its subcontract in the event that the CMR is terminated and the Owner, at its sole option takes as an assignment the subcontract and requests that the Subcontractor continue such performance;

**.10** require each Subcontractor to satisfactorily remove or stockpile all debris created by its activity pursuant to the discretion of the CMR;

**.11** provide that the subcontract should be assignable to the Owner;

**.12** require all performance and payment bonds issued by a Subcontractor on the Project name the Owner and the CMR as dual obligees;

**.13** require that each Subcontractor cooperate with the Owner and CMR and permit the Owner, CMR or a designated auditor or representative to review and audit the Subcontractor's books and records in connection with any costs charged to the Project and included in the price of any change orders;

**.14** require that each Subcontractor agree to work overtime, add manpower, or do whatever is necessary to meet the milestone dates and/or Substantial Completion dates, if in the opinion of the CMR any of the milestone dates and/or Substantial Completion dates are in jeopardy as a result of such Subcontractor;

**.15** require that each Subcontractor agree that if in the opinion of the CMR, the Subcontractor fails to take sufficient action to preserve the milestone and/or Substantial Completion dates after two days' written notice from the CMR, the CMR may take whatever action he deems necessary to meet the milestone and/or Substantial Completion dates and deduct all costs incurred as a result of such action from the relevant subcontract;

**.16** require that each Subcontractor include in its performance bonds, if required, the language set forth in Items **.14** and**.15**, above.

**2.3.2.2** The CMR shall comply with the provisions of the Connecticut General Statutes (GCS) §49-41 regarding the Subcontractor Payment And Performance Bonds.

**.1** The CMR shall require Payment Bonds from its Subcontractor, except that, pursuant to CGS §49-41, a Payment Bond shall not be required to be furnished in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which the bid is submitted is less than One Hundred Thousand Dollars **(100,000.00)** or in relation to any sub-bid in which the total

estimated cost of labor and materials under the contract with respect to which the sub-bid is submitted is less than One Hundred Thousand Dollars **( $100,000.00 )**.

**.2** The CMR may, in its discretion, require Performance Bonds from its Subcontractors, except that, pursuant to CGS §49-41, a Performance Bond shall not be required to be furnished in relation to any general bid in which the total estimated cost of labor and materials under the contract with respect to which the bid is submitted is less than Twenty-Five Thousand Dollars **($25,000.00)** or in relation to any sub-bid in which the total estimated cost of labor and materials under the contract with respect to which the sub-bid is submitted is less than Fifty Thousand Dollars **( $50,000.00 )**.

**.3** If the bidder is a small contractor or minority business enterprise pursuant to Connecticut General Statutes Section 4a-60g, it may provide in lieu of a Payment or Performance bond, if required by the CMR in accordance with this Section 2.3.2.2, a letter of credit in an amount equal to Ten Percent **( 10% )** of the bid amount if the estimated value of the contract for which the bid is submitted is less than one hundred thousand dollars and in an amount equal to Twenty-Five Percent **( 25% )** if the estimated value of such contract is One Hundred Thousand Dollars **( $100,000.00 )** or greater.

**2.3.2.3** Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8 and 7.1.9 of this Agreement and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

**2.3.2.4** The CMR shall schedule and conduct meetings at which the Owner, Owner's Representative (as described in Section 3.2 herein), DCS Project Manager, Architect, CMR and appropriate Subcontractors can discuss matters including but not limited to: procedures, quality control, safety, scheduling, changes in the Work and the status of the Work. The CMR shall prepare and promptly distribute meeting minutes, including formal weekly project meetings. The Owners Representative shall prepare the minutes of the main project meetings. Owner may also schedule meetings at such times as it deems necessary.

**2.3.2.5** Promptly after the Owner's acceptance of the GMP proposal, the CMR shall update and incorporate the planned Project Construction Schedule described in Section 2.1.3.1 of this Agreement into the schedules described in General Conditions Article 11, including the Owner's occupancy requirements.

**2.3.2.6** The CMR shall provide monthly written reports to the Owner and Architect on the progress of the Work. The monthly report shall be provided not latter than the 15th day of the subsequent month. Such reports shall contain such information as may be required by the Owner in its sole discretion and be in a form and format acceptable to the Owner. The CMR shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, heavy equipment on the site and utilization of such equipment, Work accomplished, observations of any differing conditions encountered, problems encountered and other similar relevant data as the Owner may reasonably require. Heavy equipment as referred to in this Section shall mean machinery that may be used for construction, including but not limited to, bulldozers, earthmoving equipment, well-drilling machinery and cranes. The log shall be available to the Owner and Architect but shall not relieve the CMR of its notice and reporting obligations to Owner hereunder.

**2.3.2.7** The CMR shall develop a system of cost control for the Work to be provided to Owner in monthly reports, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CMR shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals.

**2.3.2.8** The CMR will provide administrative, management and related services as required to coordinate work of the Subcontractors with each other and with the activities and responsibilities of the CMR, the Owner, and the Architect to complete the Project in accordance with Owner's objectives for cost, time and quality and provide sufficient organization, personnel and management to carry out the requirements of this Agreement.

**2.3.2.9** The CMR will at all times monitor and update the Project Construction Schedules, consistent with General Conditions Article 11.

**2.3.2.10** The CMR will provide regular monitoring of the approved GMP showing actual costs for activities in progress and estimates for uncompleted tasks.

**2.3.2.11** The CMR, in conjunction with the Architect, shall incorporate the United States Green Building Council's Leadership in Energy & Environment Design ("LEED") Green Building Rating system (latest version) to achieve LEED Silver level of certification throughout the design, construction and operation of the Project. The CMR shall make a good faith effort to comply with the LEED requirements but is not responsible for the final rating received from the United States Green Building Council. The CMR shall cause the construction work to conform to the LEED construction document requirements. This LEED certification shall be supported by independent third party commissioning in compliance with the requirements of the Connecticut Compliance Manual for High Performance Buildings to ensure that the long-term operation of the Project complies with this standard.

**2.3.2.12** The CMR shall cause the Mechanical, Electrical and Plumbing (MEP) Subcontractors to provide commissioning support services and testing services per the Commissioning Agent's requirements, as part of their respective positions relative to the Work.

**2.3.2.13** The CMR will, consistent with the requirements of the project schedule and budget, endeavor to prevent and eliminate the necessity or requirement for any Changes to the Work and to the extent such changes are nevertheless determined to be necessary or desired by the Owner, make recommendations to the Architect and the Owner, prepare proposed changes orders, review requests for changes, negotiate Subcontractor's change proposals; and if change orders are acceptable, sign change orders prepared by the Architect and Owner.

**2.3.2.14** The CMR shall compile performance evaluation information for each subcontractor during the performance of the subcontract and shall submit the evaluation information in a format acceptable to the Owner to the DCS Project Manager at **Fifty Percent ( 50% )** completion and **One Hundred Percent ( 100% )** completion of each subcontract.

## ARTICLE 3 OWNER'S RESPONSIBILITIES

### 3.1 INFORMATION AND SERVICES

**3.1.1** The Owner shall provide available information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements. Such program shall be in the form of a written statement including all of the aforementioned information, which statement has been prepared by the Architect or other consultant for the Owner and which statement is on file with the Owner.

**3.1.2** The Owner shall establish and update an overall budget for the Project, based on consultation with the CMR and Architect.

**3.1.3 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS**

In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the CMR knows of any inaccuracy, the CMR shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Sections 3.1.3.1 through 3.1.3.6 of this Agreement but shall exercise customary precautions relating to the performance of the Work.

**3.1.3.1** Reports, surveys, drawings and tests concerning the conditions of the site which are required by law.

**3.1.3.2** Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade,

including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

**3.1.3.3** The services of a geotechnical engineer. Such services shall include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

**3.1.3.4** Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

**3.1.3.5** The services of such other consultants which may be required by the scope of the Work and are requested by the CMR and approved by the Owner.

**3.1.3.6** Testing and inspection services in accordance with General Conditions Article 16.

**3.2 OWNER'S DESIGNATED REPRESENTATIVE**

A staff member of the Owner shall be designated as the DCS Project Manager. All contact and communication with the Owner shall be through the DCS Project Manager. The Owner also intends to retain the services of an Owner's Representative. The CMR will be advised in writing, as appropriate, of the scope and nature of this Owner's Representative's role relevant to these Contract Documents. A copy of the agreement between the Owner and the Owner's Representative will be furnished to the CMR upon request. Nothing in the agreement between the Owner and the Owner's Representative shall relieve the CMR of its responsibilities under this CMR Agreement.

**3.3 ARCHITECT**

The Owner has retained the Architect to provide certain architectural services with respect to the Project in accordance with the agreement between Owner and Architect, a copy of which will be furnished to the CMR upon request.

**3.4 LEGAL REQUIREMENTS**

The Owner shall determine and advise the Architect and CMR of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1 of this Agreement.

## ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE

The Owner shall compensate and make payments to the CMR for the Preconstruction Phase Services as follows:

**4.1 COMPENSATION**

**4.1.1** The CMR Preconstruction Phase Services Cost shall be the lump sum amount of ***Insert Written Amount*** **Dollars ( $*Insert Dollar Amount* )** as set forth in the CMR's Total Cost Proposal Breakdown Table under Section 00 42 23 of the CMR's Proposal (the "CMR Total Cost Proposal.") for all Preconstruction Services Costs required under the Contract Documents. This amount includes all costs and expenses incurred by the CMR through the bidding and award of subcontracts and the establishment and approval of the GMP.

**4.2 PAYMENTS AND PAYMENT SCHEDULES**

**4.2.1** The CMR shall receive the following payments upon acceptance by Owner of the CMR's Preconstruction Phase Services and deliverables as detailed in the CMR PPSSS of the Request for Proposal.

| Percentage Completion | CMR Preconstruction Scope of Service | Percentage Payment |
|---|---|---|
| **50%** | Design Development Phase Services: | **10%** |
| **100%** | Design Development Phase Services: | **10%** |
| **50%** | Construction Documents Phase Scope Services: | **10%** |
| **90%** | Construction Documents Phase Scope Services: | **20%** |
| **100%** | Final Bid Documents Conversion Into Subcontractor Bid Packages Services: | **25%** |
| **100%** | Bid Phase Services and Agreement on CMR GMP: | **25%** |

If any of the above-described Preconstruction Phase Services has been completed prior to execution of this Agreement, the Percentage Payments set forth above shall be adjusted and distributed in a manner mutually agreed upon by the Owner and the CMR.

If (a) the number of days for Preconstruction Phase Services pursuant to the Proposed Key Milestone Schedule contained in Subsection 2.0 of Section 00 24 19.2 of Owner's Request for Proposals, extends by more than ten percent (10%) beyond the date this Agreement is fully executed and approved (which calculation shall be confirmed at the time this Agreement is fully approved) due to no fault of the CMR; or (b) the CMR, due to no fault of its own and due to issues related to this Project, is required to utilize additional resources in order to complete services required to meet certain Proposed Key Milestones, which services may include but are not limited to: formal value engineering, budget analysis, agency approvals, permits, development of and approval process for, the GMP; then, upon prior written approval of the Owner, such further or additional services shall be billed at hourly rates in accordance with the following rate schedule:

**Preconstruction Rate Schedule:**

| Personnel | Rate ($/hour) | | |
|---|---|---|---|
| Project Executive | $ | *.00* | /hr. |
| Project Manager | $ | *.00* | /hr. |
| Project Superintendent | $ | *.00* | /hr. |
| Field Engineer | $ | *.00* | /hr. |
| MEP Specialist | $ | *.00* | /hr. |
| Quality Control | $ | *.00* | /hr. |
| Safety & EEO Officers | $ | *.00* | /hr. |
| Field Accountant | $ | *.00* | /hr. |
| General Superintendent | $ | *.00* | /hr. |
| Construction Scheduler | $ | *.00* | /hr. |
| Admin Assistant | $ | *.00* | /hr. |
| Chief Estimator | $ | *.00* | /hr. |
| Electrical Estimator | $ | *.00* | /hr. |
| Mechanical Estimator | $ | *.00* | /hr. |
| Plumbing Estimator | $ | *.00* | /hr. |
| Sr. Architectural Estimator | $ | *.00* | /hr. |
| Architectural Estimator | $ | *.00* | /hr. |
| All rates include cost plus burden | — | —- | —- |

The hourly rates above shall be adjusted in accordance with annual cost of living adjustments based on the Consumer Price Index ("CPI") published by the U.S. Department of Labor Bureau of Labor Statistics, specifically for all Urban Consumers (CPI-U), Northeast Region, All Items, 1982-84-100, commencing on January 1, 201__, and upon the expiration of each twelve months thereafter.

**4.2.2** Payments shall be made monthly following presentation of the CMR's invoice and, where applicable, shall be in proportion to services performed.

**4.2.3** Payments are due and payable **Thirty ( 30 ) days** from the date the CMR's invoice is received and approved by the Owner in accordance with General Conditions Articles 27 and 28.

## ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the CMR for services rendered for the Construction Phase as follows:

### 5.1 COMPENSATION

**5.1.1** For the CMR's performance of the Work as described in 2.3 of this Agreement, the Owner shall pay the CMR in current funds the GMP, which shall consist of the "Cost of the Work" as defined in Section 6 of this Agreement and the CMR Fee. The CMR Fee shall represent the CMR's overhead and profit and risk cost for its performance of the Work and shall be determined as follows:

The CMR Fee shall be ***Insert Written*** **Percent (** ***Insert Numerical*** **% )** of the Cost of the Work.

**5.1.2** Notwithstanding any provision of the General Conditions to the contrary, the CMR's compensation for any Changes in the Work is limited to the applicable CMR Fee set forth in Section 5.1.1, above. The

CMR shall not be entitled to any overhead and profit percentages or any additional Construction Phase Services Costs as further defined in Section 6.1 herein, except that if a Change in the Work results in an increase in the overall calendar days set forth in Section 7.1.3 herein, or if a Change in the Work requires additional resources from the CMR, the CMR may receive, upon prior review and approval by the Owner, additional Construction Phase Services Costs based upon the staffing costs provided pursuant to the CMR Total Cost Proposal, together with necessary, reasonable and verified costs. The annual adjustment rate, if applicable, shall be indicated by Owner in its Request for Proposal.

**5.1.3** The CMR shall not be entitled to any additional compensation associated with factors relevant to commencement and progress of the Work except as provided in General Conditions Article 4.

**5.2 GUARANTEED MAXIMUM PRICE**

**5.2.1** The sum of the Cost of the Work and the CMR Fee are guaranteed by the CMR not to exceed the amount provided in the GMP Amendment, subject to additions and deductions by approved Changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved Changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the CMR without reimbursement by the Owner.

**5.3 CHANGES IN THE WORK**

**5.3.1** Adjustments to the GMP on account of Changes in the Work subsequent to the execution of The GMP Amendment may be determined by any of the methods listed in General Conditions Article 13.

**5.3.2** The amount of each Change in the Work shall be determined in accordance with General Conditions Article 13.

**5.3.3** Adjustments to subcontracts shall be determined as provided in General Conditions Article 13.

**5.3.4** If, however, a Change in the Work results in deleted work as provided in General Conditions Article 14, then the CMR shall not be entitled to retain its CMR Fee for such deleted work.

## ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

**6.1 COST OF THE WORK**

**6.1.1** The term "Cost of the Work" shall mean costs necessarily incurred by the CMR in the proper performance of the Work. Such costs shall include the CMR Construction Phase Services Costs as further defined herein and the CMR Contingency as described in section 2.2.3 of this Agreement. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner.

The Cost of the Work shall include only the items set forth in this Article 6 and Exhibit B. The cost of those items set forth in this Article 6 that are Construction Phase Services Costs are fixed in the amount of ***Insert Written Amount*** **Dollars ( $*Insert Dollar Amount* )** as set forth in the CMR Total Cost Proposal and Responsibilities or Duties in the General Conditions. The items constituting Construction Phase Services Costs are those identified as such in the Cost Allocation Guide, plus costs associated with CMR's performance of:

**6.1.1.1** Construction Manager At Risk Responsibilities - Construction Phase set forth in Section 2.3 herein; and

**6.1.1.2** Project Scope, Proposal Submittal Requirements, Evaluation and Selection Procedures, Subsection 4.2, Part 2 - Construction Phase of the CMR Request for Proposal.

**6.1.1.3** If a conflict exists between this Article 6 and the Cost Allocation Guide, the terms and conditions of the Cost Allocation Guide shall take precedence.

**6.1.2 SUBCONTRACT COSTS**

Payments made by the CMR to Subcontractors shall be in accordance with the requirements of the subcontracts. CMR will, as appropriate, obtain quotes for payment and performance bonds from Subcontractors.

Payment and/or performance bonds may be required by the CMR pursuant to Section 2.3.2.2 herein, and the costs of same shall, as appropriate, be included as a Cost of the Work.

**6.1.3 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION**

**6.1.3.1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

**6.1.3.2** Costs of materials described in the preceding Section 6.1.3.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the CMR; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

**6.1.4 OTHER COSTS**

**6.1.4.1** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

**6.1.5 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK**

The Cost of the Work shall also include costs described in Section 6.1.1 which are incurred by the CMR:

**6.1.5.1** In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in General Conditions Articles 13 and 19.

**6.1.6 REIMBURSABLE COSTS**

Unless otherwise provided, when such reimbursable costs are properly included in the Cost of the Work, the CMR shall only be entitled to reimbursement of its direct, out-of-pocket costs without allowance for any surcharge, overhead, or profit, except as provided in Section 5.1.1. Except where agreed rates are applicable, the CMR, when entitled to reimbursable costs under this Agreement, shall promptly furnish in a form satisfactory to the Owner, itemized statements of the costs incurred, including, but not limited to, certified payrolls and copies of documents, bills and vouchers. Reimbursable costs relative to construction services personnel shall, upon prior written approval of the Owner, be billed at hourly rates in accordance with the following rate schedule:

**Construction Rate Schedule:**

| Personnel | Rate ($/hour) | | |
|---|---|---|---|
| Project Executive | $ | *.00* | /hr. |
| Project Manager | $ | *.00* | /hr. |
| Project Superintendent | $ | *.00* | /hr. |
| Field Engineer | $ | *.00* | /hr. |
| MEP Specialist | $ | *.00* | /hr. |
| Quality Control | $ | *.00* | /hr. |
| Safety & EEO Officers | $ | *.00* | /hr. |
| Field Accountant | $ | *.00* | /hr. |
| General Superintendent | $ | *.00* | /hr. |
| Construction Scheduler | $ | *.00* | /hr. |
| Admin Assistant | $ | *.00* | /hr. |
| Chief Estimator | $ | *.00* | /hr. |
| Electrical Estimator | $ | *.00* | /hr. |
| Mechanical Estimator | $ | *.00* | /hr. |
| Plumbing Estimator | $ | *.00* | /hr. |
| Sr. Architectural Estimator | $ | *.00* | /hr. |
| Architectural Estimator | $ | *.00* | /hr. |
| All rates include cost plus burden | — | —- | —- |

The hourly rates above shall be adjusted in accordance with annual cost of living adjustments based on the Consumer Price Index ("CPI") published by the U.S. Department of Labor Bureau of Labor Statistics, specifically for all Urban Consumers (CPI-U), Northeast Region, All Items, 1982-84-100, commencing on January 1, 201__, and upon the expiration of each twelve months thereafter.

**6.1.7 LABOR COSTS**

**6.1.7.1** Wages or salaries of the CMR's supervisory and administrative personnel when stationed at the site with the Owner's agreement.

**6.1.7.2** Wages and salaries of the CMR's supervisory or administrative personnel engaged, at factories, workshops or off site, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work~~,~~ and only with the prior approval of the Owner.

**6.1.7.3** Costs paid or incurred by the CMR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, the CMR's standard fringe benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based upon wages and salaries included in the Cost of the Work under Section 6.1 herein and the Cost Allocation Guide.

**6.1.8 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS**

**6.1.8.1** Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CMR at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the CMR. Cost for items previously provided by the CMR shall mean fair market value.

**6.1.8.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CMR at the site, whether rented from the CMR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval Rental charges for all tools and equipment shall be consistent with published rates for similar equipment in the location of the Project. In no case shall the aggregate total rental cost for any tool or piece of equipment exceed the purchase price of a functionally comparable item. In no event will the CMR be entitled to the cost of rentals from any affiliated entity or from itself or from its Subcontractors.

**6.1.8.3** Costs of removal of debris from the site.

**6.1.8.4** Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office with prior approval of the Owner. These costs shall not be directly reimbursed to the CMR. These costs shall be included as part of the CMR's Lump Sum Cost for Construction Phase Services.

**6.1.8.5** That portion of the reasonable pre-approved, out-of-state travel and subsistence expenses of the CMR's personnel incurred while traveling in discharge of duties connected with the Work.

**6.1.9 MISCELLANEOUS COSTS**

**6.1.9.1** That portion directly attributable to this Agreement of premiums for insurance and bonds, subject to the provisions of General Conditions Article 35.

**6.1.9.2** Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the CMR is liable.

**6.1.9.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the CMR is required by the Contract Documents to pay.

**6.1.9.4** Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work, in accordance with General Conditions Article 16.

**6.1.9.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents and the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents.

**6.1.9.6** Data processing and computer costs related to project support for the Work, including but not limited to project scheduling and tracking programs and data processing and computer costs related to business or corporate or corporate overhead. These costs shall not be directly reimbursed to the CMR. These costs shall be included as part of the CMR's Lump Sum Cost for Construction Phase Services.

**6.1.9.7** Deposits lost for causes other than the CMR's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

**6.1.9.8** Expenses incurred in accordance with CMR's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations with the prior written approval of the Owner.

## 6.2 COSTS NOT TO BE CONSIDERED AS COST OF THE WORK

**6.2.1** The following costs shall not be considered as Cost of the Work and shall not be reimbursed to CMR by Owner:

**6.2.1.1** Salaries and other compensation of the CMR's personnel stationed at the CMR's principal office or offices other than the site office, except as specifically provided in Article 6 herein.

**6.2.1.2** Expenses of the CMR's principal office and offices other than the site office, except as specifically provided in Article 6.

**6.2.1.3** Overhead and general expenses, except as may be expressly included in Article 6.

**6.2.1.4** The CMR's capital expenses, including interest on the CMR's capital employed for the Work.

**6.2.1.5** Rental costs of machinery and equipment, except as specifically provided in Article 6.

**6.2.1.6** Except as provided with respect to the use of the CMR's Contingency as set forth in Section 2.2.3, costs due to the negligence of the CMR or to the failure of the CMR to fulfill a specific responsibility to the Owner set forth in this Agreement.

**6.2.1.7** Costs incurred in the performance of Preconstruction Phase Services since they are to be paid for separately pursuant to Article 4 herein.

**6.2.1.8** Except as provided in Article 6, any cost not specifically and expressly described herein.

**6.2.1.9** Costs which would cause the GMP to be exceeded.

**6.2.1.10** Losses not covered by insurance, including deductibles.

**6.2.1.11** Except as provided in Section 2.1.6.3.5 herein, costs associated with issues relevant to the bidding process.

**6.2.1.12** Corrective Work Pursuant to General Conditions Article 21, except as otherwise provided under the Cost Allocation Guide and Section 2.2.3.8 herein.

## 6.3 DISCOUNTS, REBATES AND REFUNDS

**6.3.1** Cash discounts obtained on payments made by the CMR shall accrue to the Owner if:

**6.3.1.1** Before making the payment, the CMR included them in an Application for Payment and received payment therefore from the Owner, or

**6.3.1.2** The Owner has deposited funds with the CMR with which to make payments; otherwise, cash discounts shall accrue to the CMR. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the CMR shall make provisions so that they can be secured.

**6.3.2** Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work and shall be credited on the next monthly construction pay requisition after receipt.

**6.4 ACCOUNTING RECORDS**

**6.4.1** The CMR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. CMR's accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded reasonable access upon request to the CMR's software systems records (including but not limited to records maintained in electronic form), books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the CMR shall preserve these for a period of **Six ( 6 ) years** after final payment, which period of time exceeds the **Three ( 3 ) year** time period set forth in Appendix I, Section 11(e), or for such longer period as may be required by law.

## ARTICLE 7 CONSTRUCTION PHASE PAYMENTS

**7.1 PROGRESS PAYMENTS**

**7.1.1** Based upon Applications for Payment submitted to the Architect and DCS Project Manager by the CMR and Applications for Payment recommended by the Architect, all in accordance with the provisions of General Conditions Articles 27 through 29 the Owner shall make progress payments to the CMR as provided below and elsewhere in the Contract Documents.

**7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

**7.1.3** Provided an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment to the CMR not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than **Thirty ( 30 ) days** after the Architect receives the Application for Payment.

**7.1.3.1** Each Application for Payment shall set forth subcontract work on a monthly basis.

**7.1.3.2** Each Application shall set forth payment for Construction Phase Services Costs, conditioned upon an anticipated schedule not to exceed for ***Insert Written Number of Days*** **(** ***Insert Numerical Number of Days*****) Calendar Days** to Substantial Completion plus **Ninety ( 90 ) Calendar Days** to Acceptance. Each scheduled payment shall be subject to prior approval by the Owner.

**7.1.4** With each Application for Payment, the CMR shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence which may be required by the Owner or Architect pursuant to General Conditions Articles 27 through 29 to determine in the opinion of the Owner the amounts that properly represent the value of the Work completed and for the materials suitably stored on the site, as applicable.

**7.1.5** Each Application for Payment shall be based upon an approved schedule of values submitted by the CMR in accordance with the Contract Documents and more fully discussed and described in Section 7.1.4, above and General Conditions Articles 27 through 29. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the CMR Fee and CMR Contingency, and the Lump Sum CMR Construction Phase Services Cost shall be shown as **three ( 3 )** separate items. Schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect and Owner may require. This schedule shall be used as a basis for reviewing the CMR's Applications for Payment.

**7.1.6** Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the percentage of that portion of the Work which has actually been completed.

**7.1.7** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as set forth herein and in General Conditions Articles 27 through 29.

**7.1.7.1** Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values.

**7.1.7.2** Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

**7.1.7.3** Add the CMR Fee, less Retainage of **Seven And Five-Tenths Percent ( 7.5% )**. The CMR Fee shall be computed upon the Cost of the Work described in Sections 5 and 6 of this Agreement at the rate stated in Section 5.1.1.

**7.1.7.4** If applicable, subtract an additional **Two Percent ( 2% )** from the Application for Payment amount pending the State Commission on Human Rights and Opportunities' ("CHRO") approval of the CMR's Affirmative Action Plan.

**7.1.7.5** Subtract the aggregate of previous payments made by the Owner.

**7.1.7.6** Subtract the shortfall, if any, indicated by the CMR in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.

**7.1.7.7** Subtract amounts, if any, for which the Owner has withheld a proportion of any payment due the CMR pursuant to General Conditions Article 32.

**7.1.7.8** There shall be no Retainage held on CMR's Construction Phase Services Costs.

**7.1.8** Except with the Owner's prior approval, payments to Subcontractors shall be subject to retention of not less than **Seven And Five-Tenths Percent ( 7.5% )**. The Owner and the CMR shall agree upon a mutually acceptable procedure for review and approval of payments and Retainage for subcontracts. Retainage on any particular Subcontractor may be reduced or eliminated upon mutual agreement of the Owner and the CMR. Notwithstanding the provisions of General Conditions Article 28 the determination in the reduction of Retainage described therein, shall be made on a per trade subcontractor package basis.

**7.1.8.1** The CMR within **Thirty ( 30 ) days** after payment to the CMR by the Owner, shall be required to pay any amounts due any Subcontractor, whether for labor performed or materials furnished, when the labor or materials have been included in a requisition submitted by the CMR and paid by the Owner.

**7.1.8.2** The CMR shall include in each of its subcontracts a provision requiring each Subcontractor to pay any amounts due any of its Subcontractors, whether for labor performed or materials furnished, within **Thirty ( 30 ) days** after each Subcontractor receives a payment from the CMR which encompasses labor or materials furnished by such Subcontractor.

**7.1.9** Except with the Owner's prior approval, the CMR shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## 7.2 SUBSTANTIAL COMPLETION AND ACCEPTANCE

**7.2.1 Substantial Completion:**
Substantial Completion, shall be achieved on or before the date set forth in the GMP Amendment and in accordance with General Conditions Article 30. Substantial Completion shall be determined by the date of execution of the Certificate of Substantial Completion by the Owner, pursuant to General Conditions Article 30.

**7.2.2 Acceptance:**
Acceptance shall be achieved within the time frame set forth in the GMP Amendment in accordance with General Conditions Article 30. Acceptance shall be determined by the date of execution of the Certificate of Acceptance by the Owner pursuant to General Conditions Article 30.

## 7.3 FINAL PAYMENT

**7.3.1** Final payment shall be made by the Owner to the CMR when:

**7.3.1.1** the Contract has been fully performed by the CMR and accepted by the Owner in accordance with Section 7.2, above, and General Conditions Article 30, except for the CMR's responsibility to correct nonconforming Work as provided in General Conditions Article 21 and to satisfy other requirements, if any, which necessarily survive final payment;

**7.3.1.2** a final Application for Payment, including an executed final release for payment of materials and services rendered, if in an acceptable form, and a final accounting for the Cost of the Work have been submitted by the CMR and reviewed and approved by the Owner and Architect;

**7.3.1.3** a Certificate of Compliance, as defined in General Conditions Article 1 has been issued along with the Certificate of Acceptance, as defined in General Conditions, Article 1, which is further described in General Conditions Article 30;

**7.3.1.4** any other documentation required pursuant to General Conditions Article 31 has been submitted by the CMR to the Owner through the DPW Project Manager and subsequently reviewed and approved by both the DPW Project Manager and the Architect; and

**7.3.1.5** any and all other requirements set forth in General Conditions Article 31 have been fully satisfied. The requirement set forth in General Conditions Article 31.5.5 for the issuance of LEED Certification as a condition for release of Final Payment shall, for this Agreement, be understood to mean the point in time at which the CMR has provided to the Architect all of the information and documentation required of the CMR for the Architect to complete and submit the LEED Certification Application to the United States Green Building Certification Institute and the CMR has caused the construction work to conform to the other requirements for High Performance Buildings referenced in Section 00 24 19.2 of the Owner's Request for Proposals and the applicable Regulations of Connecticut State Agencies. The CMR shall remain available for relevant inquiry and consultation, as required, during the LEED Certification process.

**7.3.2** The amount of the final payment shall be calculated as follows:

**7.3.2.1** Take the sum of the Cost of the Work substantiated by the CMR's final accounting and the CMR Fee, but not more than the GMP, as adjusted by authorized Changes in the Work.

**7.3.2.2** Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in General Conditions Article 32 or other provisions of the Contract Documents.

**7.3.2.3** Subtract the aggregate of previous payments made by the Owner.

**7.3.2.4** Subtract the amount of any unused contingency and allowance(s).

If the aggregate of previous payments made by the Owner exceeds the amount due the CMR, the CMR shall reimburse the difference to the Owner.

**7.3.3** If the Owner determines the Cost of the Work as substantiated by the CMR's final accounting to be less than claimed by the CMR, the CMR shall be entitled to proceed in accordance with Article 9 herein.

**7.3.4** If, subsequent to final payment and at the Owner's request, the CMR incurs costs described in Section 6.1 herein and not excluded by Section 6.2:

**7.3.4.1** to correct nonconforming Work; or

**7.3.4.2** arising from the resolution of disputes, other than disputes addressed under 2.1.6.3.5, the Owner shall reimburse the CMR such costs and the CMR Fee if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP.

## ARTICLE 8 INSURANCE AND BONDS

### 8.1 INSURANCE REQUIRED OF THE CMR

Except for Builders Risk Insurance, the CMR shall purchase and maintain insurance as set forth below and any other insurance required in Article 35 of the General Conditions during both phases of the Project. Such insurance shall be written for not less than the following limits, or greater if required by law:

**8.1.1** **Workers' Compensation and Employers' Liability** meeting statutory limits mandated by state and federal laws. If:

**8.1.1.1** limits in excess of those required by statute are to be provided; or

**8.1.1.2** the employer is not statutorily bound to obtain such insurance coverage; or

**8.1.1.3** additional coverages are required, additional coverages and limits for such insurance shall be as follows:

| **.1 Statutory Workers' Compensation and Employers Liability:** | | |
|---|---|---|
| **.1** Workers' Compensation: | Statutory Limits | |
| **.2** Employers' Liability: | | |
| Bodily injury per occurrence | **$ $100,000.00** | per occurrence |
| Bodily injury by illness | **$ 100,000.00** | each employee |
| | **$ 500,000.00** | policy limit |

**8.1.2** **Commercial General Liability** including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards, asbestos abatement and lead liability, when applicable to the Work to be performed):

| **Commercial General Liability** | |
|---|---|
| **$ 1,000,000** | Each Occurrence |
| **$ 2,000,000** | Annual Aggregate |

**8.1.2.1** The Owner and its officers, agents, and employees shall be listed as an additional insured.

**8.1.2.2** Products and Completed Operations insurance shall be maintained for the duration of the Project and shall be maintained for a minimum of **Three ( 3 ) years** after certification by the Owner that all work has been completed and accepted by the Owner in accordance with the Contract Documents.

**8.1.2.3** The Contractual Liability insurance shall include coverage sufficient to meet the obligations in General Conditions Article 35.

**8.1.3** **Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage:**

| **Automobile Liability** | | |
|---|---|---|
| Combined Single Limit: | **$ 1,000,000.00** | each occurrence |
| | **$ 2,000,000.00** | annual aggregate |

**8.1.4** **Other coverage:**

**8.1.4.1** **Umbrella Liability.** The CMR shall maintain coverage as stated in **8.1.6.5** for the amount of each occurrence and annual aggregate. The CMR may satisfy the minimum limits required under this Article for Commercial General Liability, Automobile Liability and Employer's Liability coverage under an Umbrella Liability policy described herein. The underlying limits may be set at the minimum amounts required by the Umbrella Liability policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella Liability policy shall have an Annual Aggregate at a limit not less than **Two ( 2 )** times the highest per occurrence minimum limit required for any of the required coverages described in this Article. The Owner shall be specifically endorsed as an Additional Insured on the Umbrella Liability policy, and the Umbrella Liability policy shall provide continuous coverage to the underlying policies on a complete "Follow-Form" basis.

**8.1.4.2** **Professional Services Liability.** The CMR shall furnish evidence by way of a certificate of insurance that it has obtained a professional services liability insurance policy with **Five Million Dollars ( $5,000,000.00 )** each occurrence and annual aggregate minimum coverage for negligence and errors and omissions. If any claims are paid against its professional services liability insurance policy, the CMR agrees to purchase additional insurance in order to maintain the minimum coverage of **Five Million Dollars ( $5,000,000.00 )**. The insurance shall remain in effect during the entire duration of this contract and for **Six ( 6 ) years** after Substantial Completion of the project. For policies written on a “Claims Made” basis, the CMR agrees to maintain a retroactive date prior to or equal to the effective date of the contract. The CMR’s policy shall provide that it shall indemnify and save harmless the State and its officers,

agents and employees from claims, suits, actions, damages and costs of every name and description resulting from negligence and errors and omissions in the Work performed by the CMR under the terms of this contract.

**8.1.4.3 Valuable Paper and Record Loss.** **$25,000** each occurrence

**8.1.4.4 Inland Marine/Transit Insurance.** With respect to property with values in excess of **One Hundred Thousand Dollars ( $100,000.00 )** which is rigged, hauled, or situated at the site pending installation, the CMR shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy.

**8.1.4.5 Builders Risk Coverage.** Upon Owner's acceptance of the CMR's GMP proposal and prior to Owner's issuance of a Notice to Proceed, the CMR shall provide coverage for the entire Work in an amount equal to the total contract amount and any additional modifications. Insurance shall be maintained until certification by the Owner that all work has been completed and accepted by the Owner in accordance with the Contract Documents. The Owner and its officers, agents and employees shall be listed as additional insured subject to the prior review of the Owner.

| Builders Risk Policy Description | | Coverage Limits |
|---|---|---|
| Policy Limit | | Value of Project |
| Limits for Windstorm, Rain, Fire, Lightning, Hail, Arson, and Acts of Sabotage. | | Value of Project |
| Limits for Soft Costs | | **$ 5** Million |
| Limits for Flood | | **$ 10** Million |
| Limits of Earthquake | | **$ 10** Million |
| Toppling of Crane | | **$ 1** Million |
| Theft or Destruction of Materials at Job Site | | **$ 500** Thousand |
| Mold, Mildew, Fungus, Dry Rot, Wet Rot | | **$ 500** Thousand |
| Loss of Use | | **$ 5** Million |
| Landscaping | | **$ 100** Thousand |
| Storage | | **$ 500** Thousand |
| Business Interruption | | **$ 5** Million |
| Inland Marine/Transit | | **$ 500** Thousand |
| Terrorism | | Value of Project |
| Deductibles<br>"Significant" Loss (equal to greater than **$2.0** million)<br>"Minor Loss" (less than **$2.0** million). | | **$ 25,000** |
| Period | | **389 Days** plus period of time required for Close Out and Acceptance. |

**8.1.5** CMR must obtain the permission of the Owner to adjust any of the above requirements. The CMR shall provide Owner with certificates of insurance which show that CMR is so insured, and Owner shall keep them on file. The insured's certificates of insurance shall include a statement as to the indemnification of Owner by CMR and the insurer of CMR. Such certificates shall be updated and provided to Owner on an annual basis.

**8.1.6** **Subcontractor's Insurance Requirements:** Notwithstanding Article 35 of the General Conditions, the CMR shall cause each Subcontractor to effect and maintain insurance for not less than the limits, and in accordance with the provisions, set forth below:

| Item No. | Coverage | | Amount |
|---|---|---|---|
| **8.1.6.1** | **Commercial General Liability:** Including Bodily Injury and Property Damage. Policy must include: Explosion, Collapse and Underground Hazards; Completed Operations Coverage; Contractual Liability. Policy must be on the Insurance Services Office (ISO) 2001 form or equivalent. It is the responsibility of the Subcontractor to maintain general liability coverage on an occurrence form including completed operations for a period of 5 years beyond final payment. | | **$1,000,000.00**. Combined Single Limit Each Occurrence |
| **8.1.6.2** | **Commercial Automobile Liability:** Including Bodily Injury and Property Damage (Owned, Hired and Non-Owned) | | **$1,000,000.00**. Combined Single Limit Each Occurrence<br>No Aggregate |
| **8.1.6.3** | **Professional Services Liability:** | | Not Required; |
| **8.1.6.4** | **Workers Compensation:** Coverage applies in the state work is performed. | | **$1,000,000.00** Minimum Employers Liability;<br>W/C Statutory Limits Required. |
| **8.1.6.5** | **Umbrella Liability:** | 4 | Contract amounts of **$1.00** to **$500,000.00**;<br>**$1,000,000.00** Each Occurrence;<br>**$1,000,000.00** Annual Aggregate.<br><br>Contract amounts of **$500,000.01** to **$1,000,000.00**:<br>**$2,000,000.00** Each Occurrence;<br>**$2,000,000.00** Annual Aggregate.<br><br>Contract amounts of **$1,000,000.01** to **$10,000,000.00**;<br>**$5,000,000.00** Each Occurrence;<br>**$5,000,000.00** Annual Aggregate.<br><br>Contract amounts of **$10,000,001.00** to **$30,000,000.00**;<br>**$10,000,000.00** Each Occurrence;<br>**$10,000,000.00** Annual Aggregate.<br><br>Contract amounts of **$30,000,000.01** to **$80,000,000.00;**<br>**$15,000,000.00** Each Occurrence;<br>**$15,000,000.00** Annual Aggregate.<br><br>Contract amounts of **$80,000,00.01** to **$150,000,000.00;**<br>**$20,000,000.00** Each Occurrence;<br>**$20,000,000.00** Annual Aggregate.<br><br>Contract amounts of **$150,000,000.01** to **$300,000,000.00;**<br>**$25,000,000.00** Each Occurrence;<br>**$25,000,000.00** Annual Aggregate. |

**8.1.7** In addition to the preceding, the Commercial General Liability policy must include an endorsement or endorsements naming the CMR Owner and others as required by the Contract Documents as additional insureds on a primary and noncontributory basis. Only the following ISO endorsements or their equivalents are acceptable:

**8.1.7.1** CG2010 (11/85), or

**8.1.7.2** CG2010 (10/01) when used with CG2037 (10/01), or

**8.1.7.3** CG2033 (10/01) when used with CG2037 (10/01), or

**8.1.8** The Commercial General Liability and the Worker's Compensation policies must include an endorsement that waives the insurance company's right of subrogation against the CMR and the Owner.

The Umbrella Liability policy must name the CMR, Owner and others as required by the Contract Documents as additional insureds.

Certificates that evidence all such insurance shall be filed with the CMR prior to the commencement of any work at the project location. Policies cannot be modified or canceled with less than thirty (30) days notice of such action by registered mail to the CMR. The words **"ENDEAVOR TO"** and "**BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES"** shall be deleted from the certificate form's cancellation provision.

The description of operations section of the certificate of insurance must include the following:

**8.1.8.1** A statement that the policies evidenced meet all the insurance requirements provided under the subcontract agreement between CMR and the named insured Subcontractor.

**8.1.8.2** A list of all additional insureds required by the Contract Documents.

**8.1.8.3** A statement that the worker's compensation policy provides coverage in the State of Connecticut.

**8.1.8.4** The workers compensation and general liability policies include a waiver of subrogation.

Failure of CMR to demand such certificate or other evidence of full compliance with these insurance requirements or failure of CMR to identify a deficiency from evidence that is provided shall not be construed as a waiver of Subcontractor's obligation to maintain such insurance. CMR shall have the right, but not the obligation, of prohibiting Subcontractor or any Secondary Subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by contractor. Failure to maintain the required insurance may result in termination of this subcontract at CMR's option. If Subcontractor failed to maintain the insurance as set forth herein, CMR shall have the right, but not the obligation, to purchase said insurance at Trade Contractor's expense. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to CMR whenever requested. Subcontractor shall provide certified copies of all insurance policies required above within ten (10) days of CMR's written request for said copies.

**8.2 PERFORMANCE BOND AND PAYMENT BOND**

**8.2.1** The CMR shall furnish to the Owner, Performance and Payment Bonds pursuant to the requirements of Connecticut General Statutes Section 49-41 et. seq. The CMR shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Each bond shall be in the Form of Bond as attached here as Exhibit E and shall be approved by a surety company licensed to do business in the State of Connecticut and that is acceptable to the Owner and is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570." The surety company's underwriting limitation as further set forth in "Treasury Department Circular 570" must not be less than the full amount required by the bond itself. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.

**8.2.2** The CMR shall deliver the required bonds to the Owner with the amendment intended to authorize the start of construction; i.e., The GMP Amendment, together with the Connecticut Department of Labor Wage and Workplace Standards Division Contractors Wage Certification form, fully completed and executed before the commencement of any Work at the Project site. The Wage Certification form is found at the State of Connecticut Department of Labor website.

The CMR shall comply and ensure that its subcontractors comply, with any and all posting and reporting requirements related to minimum wage rates and adjustments, as set forth above and in General Conditions Articles 9 and 10. The CMR shall familiarize itself with and, as required, comply with, and ensure that its Subcontractors comply with, Connecticut Department of Revenue Services guarantee bond requirements and regulations pertinent to nonresident contractors. The guarantee bond form and guidelines are located at the State of Connecticut Department of Revenue Services website.

## ARTICLE 9 MISCELLANEOUS PROVISIONS

**9.1 DISPUTE RESOLUTION**

**9.1.1** Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in General Conditions Article 38 and in accordance with Connecticut General Statutes Section 4-61, as revised.

**9.2 OTHER PROVISIONS**

**9.2.1** Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

**9.2.2 EXTENT OF CONTRACT**

This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the CMR and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement is subject to review and approval by the Attorney General for the State of Connecticut. This Agreement may be amended only by written instrument signed by both the Owner and CMR and with the written approval of the Attorney General. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

**9.2.2.1** In the event that any provision of this Agreement, shall be deemed to be invalid or unenforceable in any context, such invalidity or unenforceability shall affect only the particular provision in the particular context and shall not have any effect upon the remaining provisions of this Agreement, or the application of the challenged provision in any other context.

**9.2.3 OWNERSHIP AND USE OF DOCUMENTS**

General Conditions Article 17 shall apply to this Agreement.

**9.2.3.1** The Drawings, Specifications and other documents prepared by the Architect, and copies (electronic and otherwise) thereof furnished to the CMR, are for use solely with respect to this Project. They are not to be used by the CMR, Subcontractors, Secondary Subcontractors or suppliers on other projects, or for additions to this Project outside the scope of the Work, without the specific written consent of the Owner and the Architect. The CMR, Subcontractors, Secondary Subcontractors and suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents.

**9.2.3.2** Notwithstanding anything herein to the contrary, it is expressly agreed that the CMR's Project Control Systems, including without limitation, its estimating, scheduling, purchasing, cost reporting and Project engineering systems and all modifications, additions or alterations thereto, are and shall remain the sole property of the CMR. Provided, however, ownership of the work product produced from such systems shall be transferred to Owner upon Owner's payment for same pursuant to the terms of the Contract Documents.

**9.2.4 GOVERNING LAW**

The Contract shall be governed by the laws of the State of Connecticut.

**9.2.5 ASSIGNMENT**

The Owner and CMR respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in General Conditions Article 34, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**9.2.6 CANCELLATION DUE TO FAILURE TO FUND**

Each payment obligation of the Owner created hereby is conditioned upon the availability of funds which are allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of the CMR's services, this Agreement may be terminated by the Owner at the end of the period for which funds are available. The Owner shall notify the CMR at the earliest possible time if the CMR's services will or may be affected by a shortage of funds. No penalty shall accrue to the Owner in the event this provision is exercised, and the Owner shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. This provision shall not be construed so as to permit the Owner to terminate this Agreement solely in order to acquire similar services from another CMR.

**9.2.7 INDEMNIFICATION**

To the fullest extent permitted by law the CMR shall defend, indemnify and hold harmless the Owner, Architect, Architect's Consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, court costs and the cost of appellate proceedings, arising out of the negligent acts or omissions of the CMR, it's Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to any party or person described in General Conditions Article 35.

**9.2.8 SOVEREIGN IMMUNITY**

The parties acknowledge and agree that nothing in the Solicitation or the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

## ARTICLE 10 TERMINATION OR SUSPENSION

### 10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

**10.1.1** Prior to commencement of the Construction Phase, the Owner may at its sole discretion and without cause terminate this Agreement as provided under General Conditions Article 33.

In the event the Owner terminates any or all of the services provided under this Agreement, the Owner will effect such termination by delivering to the CMR a written Notice of Termination specifying the extent to which performance of Work under the Agreement is terminated and the date upon which such termination shall be effective.

**10.1.2** If the Owner terminates this Agreement pursuant to this Section 10.1 prior to commencement of the Construction Phase, the CMR shall be compensated:

**.1** For Preconstruction Phase Services actually performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1 and shall not include, nor shall the CMR be entitled to, any anticipated overhead or profit on any work that was not executed.

**.2** For any Work performed pursuant to one or more WAOs as described in, and in accordance with, Section 2.1.6.8 of this Agreement. In no event shall the CMR be entitled to payment of any anticipated overhead or profit for any Work that was not executed.

**10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE**

Subsequent to execution by both parties of the GMP Amendment, the Agreement may be terminated as provided in General Conditions Article 33. In no event shall the CMR be entitled to payment of any anticipated overhead or profit for any Work that was not executed.

**10.3 SUSPENSION**

The Work may be suspended by the Owner as provided in General Conditions Article 33.

## ARTICLE 11 OTHER CONDITIONS AND SERVICES

**11.1 LIQUIDATED DAMAGES**

The Owner and CMR agree that liquidated damages may be assessed at two distinct times: Substantial Completion and Acceptance as those dates are set forth in the GMP Amendment to this Agreement and in the dollar amounts set forth in Section 2.2 of this Agreement and in accordance with General Conditions Article 8. Notwithstanding the foregoing, it is understood that the tasks necessary to complete certain commissioning and related systems verifications and/or adjustments under the required seasonal testing conditions, may occur after the date of Acceptance. These activities will not be subject to the liquidated damages requirements provided under this Agreement. It is further understood that liquidated damages shall not be assessed if the failure to achieve Substantial Completion or Acceptance is based on reasons unrelated to fault on the part of the CMR.

**PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

| STATE OF CONNECTICUT | ***Insert Name of Firm*** |
|---|---|
| *(Signature)* | *(Signature)* |
| By:<br>Pasquale J. Salemi<br>Its Deputy Commissioner of the Department of Construction Services | By:<br>*(Print name and title)* |
| Date | Date |

STATE OF )
) ss.:
COUNTY OF )

On this the _____ day of , 201__ , before me, personally appeared _____ who, acknowledged that he/she is the _____ of _____ , a _____ , and that he/she as such _____ , being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the _____ by himself/herself as _____ .

_____
Notary Public
My Commission Expires:
Commissioner of the Superior Court

STATE OF CONNECTICUT )
) ss.: Hartford
COUNTY OF HARTFORD )

On this the _____ day of , 201__ before me, personally appeared Pasquale J. Salemi Deputy Commissioner of the State of Connecticut Department of Construction Services, known to me to be the person described in the foregoing instrument, and acknowledged that he/she executed the same in the capacity therein stated and for the purposes therein contained.

Notary Public
My Commission Expires:
Commissioner of the Superior Court

Approved as to form
ATTORNEY GENERAL

By: _____
Associate Attorney General

Date: _____

# Section 00 72 23
# EXHIBIT A
# CMR – GMP Agreement

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# EXHIBIT A

**STATE OF CONNECTICUT**
**DEPARTMENT OF CONSTRUCTION SERVICES**

**GUARANTEED MAXIMUM PRICE AMENDMENT**
**To Agreement dated**
***Insert Date***
**Between the State of Connecticut and**
***Insert CMR Name***

**For Project No** ***Insert Project Number*** **CMR**

This amendment to the hereinafter-mentioned Agreement is entered into this _____ day of _____, by and between the State of Connecticut, hereinafter called the Owner, acting herein by its Commissioner of the Department of Construction Services (DCS), under the provisions of Sections 4-8 and 4b-1 and 4b-103 of the Connecticut General Statutes, as revised, and

hereinafter called the CMR

WITNESSETH
Whereas the Owner and CMR entered into an Agreement on ***Insert Date*** in connection with the project entitled ***Insert Project Name***, Project No. ***Insert Project Number*** CMR (the "Agreement"); and

Whereas, Section 4.1.1 of the Agreement provides compensation for preconstruction services in the amount of ***Insert Written Dollar Amount*** ($***Insert Numerical Dollar Amount*** ); and

***(Include if applicable)***

Whereas, DPW issued a Work Authorization Order on _____ in the amount of _____ ($_____), which amount is factored into and made a part of the GMP set forth below; and

Whereas the Owner and CMR wish to establish a Guaranteed Maximum Price and Contract Time for the Work as contemplated by the Agreement and described in Section 2.2 thereof.

Now, therefore, in consideration of the mutual covenants, terms, and conditions herein contained, the parties hereto do hereby agree to amend the Agreement (as it may have been previously amended to the date hereof) as follows:

**1.** The CMR's Guaranteed Maximum Price ("GMP") for the Work is:
_____ Dollars ($_____).

**2.** The GMP is for the performance of the Work in accordance with the Contract Documents and items listed below, which items are compiled as the Guaranteed Maximum Price Proposal, attached hereto and by this reference made a part of this GMP Amendment. The GMP Proposal consists of the following items marked Exhibits A through __ as follows:

**Exhibit A** Letter dated _____ from CMR to the Owner regarding this GMP Proposal. Said letter includes statements pertinent to the following:
(a) Total GMP amount
(b) Substantial Completion with confirmation of associated Liquidated Damages
(c) Date of Acceptance with confirmation of associated Liquidated Damages
(d) Formal recommendation for approval of the listed Trade Contractors
(f) Debarred Trade Contractors
(g) Trade Contractor's Licenses
(h) CMR Insurance Certificates
(i) CMR Bonds
(j) Wage Certifications

**Exhibit B** GMP Proposal Summary Sheet
**Exhibit C** Assumptions and Clarifications made in preparing the GMP
**Exhibit D** Allowance items
**Exhibit E** Completion Schedule
**Exhibit F** Alternate Prices (if applicable)

**Exhibit G** Unit Prices
**Exhibit H** Small Business Enterprise and Minority Business Enterprise Summary

**3.** The date of Substantial Completion established by this GMP Amendment is:_____

**4.** The date of Acceptance established by this GMP Amendment is:_____

**5.** All of the terms and conditions of the Agreement as it may have been previously amended to the date hereof, not hereby amended by this GMP Amendment shall remain in full force and effect.

**6.** This GMP Amendment shall take effect upon its approval as to form as noted in Paragraph 7.

**7.** This GMP Amendment shall not be binding on the State unless and until it is approved as to form by the Attorney General of the State of Connecticut, the Deputy Attorney General of the State of Connecticut or an Associate Attorney General of the State of Connecticut.

**8**. **Campaign Contribution Restriction Provision.** For all State contracts as defined in Section 1(g)(i)(c) of Public Act 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this First Amendment expressly acknowledges receipt of the State Elections Enforcement Commission's notice ("Notice") advising state contractors, as defined in Public Act 07-1, of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of such Notice. The Notice issued by the State Elections Enforcement Commission, SEEC Form 11, is appended as "Attachment" and incorporated herein by reference.

IN WITNESS WHEREOF, the Owner, acting herein by the Commissioner of the Department of Construction services, and the CMR have executed this GMP Amendment.

Attested by:

_____
*Witness signature*
Print name _____

_____
*Witness signature*
Print name _____

State of Connecticut (the "Owner")

By: _____

***Insert Commissioner's Name***
Its Commissioner
of the Department of Construction Services

Date signed: _____

Attested by:

_____
*Witness signature*
Print name _____

_____
*Witness signature*
Print name _____

***Insert CMR Firm Name***

By: _____

Its , Duly Authorized

Date signed: _____

Approved as to form:

_____
Attorney General

Date signed: _____

# Section 00 52 23
# EXHIBIT B
# CMR – GMP Cost Allocation Guide

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# EXHIBIT B

**CMR - GMP Cost Allocation Guide:** The CMR - GMP Cost Allocation Guide is one of CMR RFP Contract Documents. The CMR RFP Contract Documents are complementary and if any discrepancy or conflict exists between the CMR RFP Contract Documents, then the CMR shall provide the greater quality or greater quantity of the more stringent requirements, unless the Owner otherwise agrees in writing.

| Descriptions | Cost Allocation Categories | | | |
|---|---|---|---|---|
| | Cost of the Work | | | |
| | Direct Cost of The Work | CMR Construction Phase Services Cost | CMR Fee | Owner Paid Costs |
| **1.0 Direct Project Costs:** | | | | |
| **1.1** Wages of Construction Labor: | X | | | |
| **1.2** Labor/Fringe Benefits& Burden: | X | | | |
| **1.3** Subcontractor Costs: | X | | | |
| **1.4** All Material / Equipment incorporated into the Completed Work, and including: | X | | | |
| **1.4.1** Rental and Contractor Owned Equipment. | X | | | |
| **1.4.2** Small Tools – Purchased. | X | | | |
| **1.4.3** Small Tools – Rental. | X | | | |
| **1.5** Warranty Work & Coordination: | X | X | | |
| **2.0 Project On-Site Staff:** ***(Cannot be passed down to Trade Contractors)*** | | | | |
| **2.1** Staffing Requirements: **NOTE:** This listing of project on-site staff represents the type of staff services that shall be included in the CMR Proposers "Construction Phase Services" Lump Sum Cost. Three (3) CMR staff members; the Project Manager, Project Superintendent, and Field Engineer shall be full time on-site staff, which support the project needs through the full duration of construction. The Safety Officer shall be half time on-site staff during the **Construction Phase** for the number of Calendar Days as stated in Section 00 24 19.2, Subsection 2.0 – "Project Information". The Project Superintendent and the Project Engineer shall be full-time on-site staff during the ninety (90) day close out period. The additional indicated functions, as well as any other needed on-site staff, shall be provided to the staffing level that the CMR recommends as appropriate for this specific project's needs. The CMR staffing chart as described in Section 00 24 19.2, Subsection 11.2 - "Cost Proposal Worksheet" shall indicate the on-site staffing level by month for the project duration and the subsequent **ninety (90)** day closeout period. | | X | | |
| **2.2** Project Executive: | | X | | |
| **2.3** Project Manager(s): | | X | | |
| **2.4** Project Superintendent(s): | | X | | |
| **2.5** Sustainable Design Manager / Coordinator: | | X | | |

**CMR - GMP Cost Allocation Guide:** The CMR - GMP Cost Allocation Guide is one of CMR RFP Contract Documents. The CMR RFP Contract Documents are complementary and if any discrepancy or conflict exists between the CMR RFP Contract Documents, then the CMR shall provide the greater quality or greater quantity of the more stringent requirements, unless the Owner otherwise agrees in writing.

| Descriptions | Cost Allocation Categories | | | |
|---|---|---|---|---|
| | Cost of the Work | | | |
| | Direct Cost of The Work | CMR Construction Phase Services Cost | CMR Fee | Owner Paid Costs |
| **2.0 Project On-Site Staff** (Continued): ***(Cannot be passed down to Trade Contractors)*** | | | | |
| **2.6** Field Engineer(s): | | X | | |
| **2.7** MEP Specialists: | | X | | |
| **2.8** Quality Control: | | X | | |
| **2.9** Safety & E.E.O. Officer(s): | | X | | |
| **2.10** Field Accountant: | | X | | |
| **2.11** General Superintendent: | | X | | |
| **2.12** Construction Scheduler: | | X | | |
| **2.13** Admin. Assistant / Project Secretary: | | X | | |
| **2.15** Cost Estimator: | | X | | |
| **2.16** Timekeeper/Checker: | | X | | |
| **2.17** Fringe Benefits / Job Site Staff: | | X | | |
| **2.18** Vacation Time/Job Site Staff: | | X | | |
| **2.19** Sick Leave/Job Site Staff: | | X | | |
| **2.20** Bonuses/Job Site Staff: | | | X | |
| **2.21** Staff Travel & Out of Pocket Expenses: | | X | | |
| **2.22** Staff Vehicles (purchase / lease cost, insurance, gas, maintenance, etc.) | | X | | |
| **2.23** Professional Fee & Costs | X | | | |
| **2.24** All minor and miscellaneous costs for field office small items and consumables including but not limited to copy paper, toner, digital camera storage cards, and ID badges: | | X | | |
| **3.0 Temporary Support Facilities & Controls:** ***(Cannot be passed down to Trade Contractors)*** | | | | |
| **3.1** Set Up Field Office: | | X | | |
| **3.2** Field Office Trailers and/or Field Office Rental: | | X | | |
| **3.3** Furniture for Field Office: | | X | | |
| **3.4** Stationery & Supplies: | | X | | |

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| Descriptions | Cost Allocation Categories | | | |
|---|---|---|---|---|
| | Cost of the Work | | | |
| | Direct Cost of The Work | CMR Construction Phase Services Cost | CMR Fee | Owner Paid Costs |
| **3.0 Temporary Support Facilities & Controls** (Continued)**:** ***(Cannot be passed down to Trade Contractors)*** | | | | |
| **3.5** Postage/UPS/FedEx & Shipping: | | X | | |
| **3.6** Field Office Equipment: | | X | | |
| **3.7** Field Office Computer Equipment and Telephone Equipment: | | X | | |
| **3.8** Field Office Fax Machine: | | X | | |
| **3.9** Field Photocopying: | | X | | |
| **3.10** Field Office Utilities | | X | | |
| **3.11** Field Drinking Water/Coffee | | X | | |
| **3.12** Data Processing/Computer Time - Project Support & DCS PMWeb: | | X | | |
| **3.13** Data Processing/Computer Business Support: | | X | | |
| **3.14** Office, Phone & PC Service for Owner's Rep. & DPW Project Manager: | | X | | |
| **3.15** Field First Aid Supplies/Fire Extinguishers: | | X | | |
| **3.16** Field Office Maintenance & Repair: | | X | | |
| **3.17** Staff Small Gear Account: | | X | | |
| **3.18** Field Office Security System, if required: | | X | | |
| **3.19** Project Sign: | | X | | |
| **3.20** Records Storage: | | X | | |
| **3.21** Temporary Toilets: | | X | | |
| **3.22** Cleaning & Maintenance of Temporary Toilets: | | X | | |
| **3.23** Temporary Wayfinder Signs | | X | | |
| **3.24** Field Office Telephone Line Monthly Charges: | | X | | |
| **3.25** Field Communication Equipment (Radios): | | X | | |
| **4.0 Temporary Utilities:** ***(Cannot be passed down to Trade Contractors)*** | | | | |
| **4.1** Electric Power, | X | | | |
| **4.2** Sewer, | X | | | |
| **4.3** Gas, | X | | | |
| **4.4** Water | X | | | |
| **4.5** Rodent and Pest Control: | | X | | |

**CMR - GMP Cost Allocation Guide:** The CMR - GMP Cost Allocation Guide is one of CMR RFP Contract Documents. The CMR RFP Contract Documents are complementary and if any discrepancy or conflict exists between the CMR RFP Contract Documents, then the CMR shall provide the greater quality or greater quantity of the more stringent requirements, unless the Owner otherwise agrees in writing.

| Descriptions | | Cost Allocation Categories | | | |
|---|---|---|---|---|---|
| | | Cost of the Work | | | |
| | | Direct Cost of The Work | CMR Construction Phase Services Cost | CMR Fee | Owner Paid Costs |
| **5.0** | **Misc Project Costs:** | | | | |
| **5.1** | Building Permit Fees: | | | | X |
| **5.2** | Premium - Liability Insurance: for the CMR | X | | | |
| **5.3** | Premium - Builder's Risk Insurance: | X | | | |
| **5.4** | Premium - CMR Payment & Performance Bond: | X | | | |
| **5.5** | Initial Soils Investigation: | | | | X |
| **5.6*** | Video Taping of Training; Mud/Dust Control; Trash Chutes, Hoppers; Winter Protection, General Weather Protection; Snow Removal; Construction Waste Management & Disposal | X | X | | |
| **5.7** | Field Engineering Services/Construction Layout: | X | | | |
| **5.8*** | Printing of Construction Documents (Drawings and Specifications): | X | X | | |
| **5.9*** | As-Built Drawings & Monthly Updates: | X | X | | |
| **5.10** | Testing & Inspections for Special Inspections: | | | | X |
| **5.11*** | Re-Tests and Re-Inspections for all Tests and Inspections Which Fail: | X | X | | |
| **5.12*** | Facilities, Labor and Materials Necessary to Coordinate and Perform Operational Tests and Checkout of the Work: | X | X | | |
| **5.13** | Corrective Work for work nonconforming to specifications and/or for work damaged by CMR or Subcontractors: **NOTE:** While Corrective Work may in no event be an Owner's Cost, the CMR may seek to recover relevant costs from the Subcontractors and failing recovery through the Subcontractors may utilize the CMR Contingency pursuant to, and in compliance with, Section 2.2.3.8 of the CMR Agreement. | | X | | |
| **5.14** | Architectural / Engineering Fees: | | | | X |
| **5.15** | Peer Review, if required: | | | | X |
| **5.16** | Municipal, State or Federal bonds: | | | | X |
| **5.17** | Commissioning Agent (CxA): | | | | X |
| **5.18*** | Commissioning (Cx) Coordination: | X | X | | |

***Note:**
Those Items having an **"X"** in both the "**Direct Cost of The Work"** column and the "**CMR Construction Phase Services Cost"** column indicates that the Trade Contractors are responsible for their own costs in this area, as a Cost of the Work via their trade bid; and that the CMR is responsible for their costs in these areas. Therefore, the CMR's costs are included in the CMR's Lump Sum Cost Proposal.

**CMR - GMP Cost Allocation Guide:** The CMR - GMP Cost Allocation Guide is one of CMR RFP Contract Documents. The CMR RFP Contract Documents are complementary and if any discrepancy or conflict exists between the CMR RFP Contract Documents, then the CMR shall provide the greater quality or greater quantity of the more stringent requirements, unless the Owner otherwise agrees in writing.

| Descriptions | Cost Allocation Categories | | | |
|---|---|---|---|---|
| | Cost of the Work | | | |
| | Direct Cost of The Work | CMR Construction Phase Services Cost | CMR Fee | Owner Paid Costs |
| **5.0 Misc Project Costs** (Continued)**:** | | | | |
| **5.19** "RediCheck" Services are part of the CMR's Preconstruction Phase Services: | | | | – |
| **5.20** Preconstruction Survey of Existing Surrounding Properties: | X | | | |
| **5.21** CPM Schedule for Base Schedule and Monthly Updates: | | X | | |
| **5.22** Fee – Stormwater Permit: | X | | | |
| **6.0 CMR's Main Office Staff:** | | | | |
| **6.1** Corporate Executives: | | | X | |
| **6.2** Principle In Charge; | | | X | |
| **6.3** Estimating Cost Engineering: | | | X | |
| **6.4** Value Engineering: | | | X | |
| **6.5** Scheduling; | | | X | |
| **6.6** Drafting and Engineering: | | | X | |
| **6.7** Purchasing & Contracts: | | | X | |
| **6.8** Accounting & Bookkeeping: | | | X | |
| **6.9** Safety & E.E.O. Officers: | | | X | |
| **6.10** Secretarial: | | | X | |
| **6.11** Clerk/Typist: | | | X | |
| **6.12** Computer / Data Processing at Main Office: | | | X | |
| **6.13** Professional Expenses (General Services/Pertaining to Project): | | | X | |
| **6.14** Travel and Subsistence: | | | X | |
| **6.15** Fringe Benefits and Burden: | | | X | |
| **6.16** Vacation Time Main Office: | | | X | |
| **6.17** Bonuses/Main Office: | | | X | |
| **6.18** See also CMR Agreement – 5.2.1 GMP: | | | X | |

**END**
**Exhibit B**
**Section 00 52 23**
**CMR - GMP Cost Allocation Guide**
**Template For All CT Technical High Schools Projects**

# Section 00 52 23
# EXHIBIT C
# General Conditions And
# Supplementary Conditions - CMR
***(See Section 00 72 23 and Section 00 72 23.1 Of This CMR RFP)***

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# Section 00 52 23
# EXHIBIT D
# Work Authorization Order

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# EXHIBIT D

## WORK AUTHORIZATION ORDER

Work Authorization Order No. _____ ("WAO") dated _____ is hereby issued pursuant to Section 2.1.6.7 of the Construction Manager at Risk Agreement dated _____ ("Agreement") between the State of Connecticut, acting by its Commissioner of the Department of Construction Services under the provisions of Sections 4-8, 4b-1 and 4b-103 of the Connecticut General Statutes, as revised ("Owner") and _____("CMR").

All terms used herein shall have the same meaning as defined in the Agreement unless otherwise noted. In consideration of the mutual covenants and agreements set below, Owner and CMR agree as follows:

**1.** Project:

**2.** Services and Scope of Work ***(See Attachment No. 1 setting forth scope of work)***:

**3.** Cost of the Work *****:
For Services and Scope of Work identified in Paragraph No. 2, above:

***($_____)***

****Said cost shall be factored into and made a part of the GMP.***

**4.** Schedule of Work:
**a.** The Work identified in Paragraph No. 2, above shall start on

**b.** The Work identified in Paragraph No. 2, above shall be completed on

**5.** Schedule of Values: ***(See Attachment No. 2)***:

**6.** Payment Bond: ***(See Attachment No. 3):***

**7.** Performance Bond: ***(See Attachment No. 4):***

**8.** Attachments ***(List all Attachments to this WAO):***
***No. 1: Summary Scope of Make Ready Work dated: _____.***
***No. 2: Schedule of Values***
***No. 3: Payment Bond***
***No. 4: Performance Bond***
***Additional Attachments identified by number, as required***

State of Connecticut

By: _____ _____ _____

Title _____ Signature Date
Of the Department of Construction Services

CMR

By: _____ _____ _____
Typed or printed name of authorized representative Signature

# Section 00 52 23
# APPENDIX I
# Administrative and Statutory Requirements

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# APPENDIX I

## Administrative and Statutory Requirements

For the purposes of this Appendix I, the word "contractor" is substituted for and has the same meaning and effect as if it read, Construction Manager at Risk ("CMR"). References to "contract" shall mean this CMR Agreement.

**1. Nondiscrimination And Affirmative Action Provisions:**

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

## 2. Executive Orders:

The contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the contract as if they had been fully set forth in it. At the contractor's request, the Client Agency shall provide a copy of these orders to the contractor. The contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

**2.1** The contractor agrees to abide by such Executive Orders.

**2.2** The State Contracting Standards Board may review this contract and recommend termination of the contract for a violation of the State Ethics Code (Chapter 10 of the General Statutes) or Section 4a-100 of the General Statutes, or wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

**2.3** This contract may be cancelled, terminated, or suspended by DPW or the State Labor Commissioner for violation of or noncompliance with Executive Orders No. Three or Seventeen or any State or federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not party to this contract. The State Labor Commissioner shall have continuing jurisdiction regarding contract performance concerning nondiscrimination and listing all employment openings with the Connecticut State Employment Service until the contract is completed or until the contract is terminated prior to completion.

**2.4** The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that the contractor will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

**2.5** This contract may be cancelled, terminated, or suspended by DPW or the State for violation of or noncompliance with Executive Order Sixteen. In addition, the contractor agrees to include a copy of Executive Order Sixteen, and the requirement to comply with said order, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

## 3. Sexual Harassment:

This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Policy") and, as such, the contract may be cancelled, terminated, or suspended by the State in the event that the contractor, its employees, contractors, subcontractors, consultants, subconsultants, or vendors engage in behavior prohibited by the provisions of the Policy. The contractor agrees to include a copy of the Policy, and the requirement to prevent behavior as defined in such Policy, in all contracts with its contractors, subcontractors, consultants, subconsultants, and vendors.

**Sexual Harassment Policy Statement**

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality, and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a-60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.
Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.
I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

**3.1** Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

**3.2** Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or

**3.3** Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at (860) 713-5304 or the Office of Diversity Programs at (860) 713-5308.

***Signed by Commissioner Raeanne V. Curtis on September, 21, 2007***

## 4. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-01qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

## 5. Large State Government Contracts

If the CMR is a Large State Contractor, the CMR shall comply with the provisions of Section 4-61dd of the Connecticut General Statutes as may be revised.

**A.** "Large state contract" and "Large state contractor" shall have the same meanings as set forth in Section 4-61dd (g) of the Connecticut General Statutes, as may be revised.

**B.** Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

**C.** Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

## 6. Set-Aside Program

CMR shall award not less than 25% 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 6.25% 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 CMR is certified and eligible to participate in the Small Business Set-Aside Program. CMR 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 Guaranteed Maximum Price and the GMP Amendment to this Agreement.

**7. Confidentiality of Documents**

The CMR agrees on behalf of the CMR and the CMR's principals, employees, agents, heirs, successors and assigns that they shall only utilize drawings, specifications, maps, reports, records, or other documents to the extent necessary for the performance of the CMR's work and duties under this Agreement. This limitation on use applies to those items produced by the CMR, as well as to those items received by the CMR from the Owner or others in connection with the CMR's work and duties under this Agreement.

The CMR further agrees that said drawings, specifications, maps, reports, records, and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this Agreement. No other disclosure shall be permitted without the prior written consent of the Owner.

The CMR further agrees that each of its subcontracts and any relevant sub-subcontracts, as appropriate shall contain the following provision:

Any and all drawings, specifications, maps, reports, records or other documents associated with the contract Work shall only be utilized to the extent necessary for the performance of the Work and duties under this contract. Said drawings, specifications, maps, reports, records and other documents may not be released to any other entity or person except for the sole purpose of the Work described in this contract. No other disclosure shall be permitted without the prior written consent of the State of Connecticut Department of Public Works (Owner). When any such drawings, specifications, maps, reports, records or other documents are no longer needed, they shall be destroyed.

**8. Annual Certification**

If the aggregate value of this Agreement exceeds Fifty Thousand Dollars ($50,000.00), including all amendments, then the CMR shall annually submit, on or within two (2) weeks of the anniversary date of the execution of this Agreement, a completed annual contract certification to: Room 437, 165 Capitol Avenue, Hartford, CT 06106, to the attention of the Legal Unit Secretary. For the purposes of this section, the execution date of this Agreement shall be the date the Owner signs this Agreement. The form is found at http://www.ct.gov/opm/site/default.asp and is titled, **Gift and Campaign Contribution Certification (OPM Ethics Form 1.)**

**9. Campaign Contribution Restriction Provision**

For all State contracts as defined in Section 1(g)(i)(c) of Public Act 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice ("Notice") advising state contractors, as defined in Public Act 07-1, of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of such Notice. The Notice issued by the State Elections Enforcement Commission, SEEC Form 11, is appended as "Attachment" and incorporated herein by reference.

**10. Construction Safety and Health Course**

Pursuant to the requirements of Section 31-53b of the Connecticut General Statutes, as revised, the CMR shall furnish proof to the Labor Commissioner at such time as the weekly certified payroll form is completed for the first week each person begins work on such project, that any such person performing manual labor on the Project, pursuant to this Agreement, has completed a course of at least ten (10) hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten (10) hours of training in accordance with 29 CFR 1910-268. Any person required to complete such course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner shall enforce this provision.

**11. Freedom of Information Act**

The Owner is a “public agency” for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the General Statutes, as amended (the “FOIA”). Information relating to the CMR, its Subcontractors and their affairs received or maintained by the Owner may constitute “public records or files” for purposes of the FOIA subject to public access and disclosure in the manner provided in the FOIA, unless a specific exemption from the public access and disclosure requirements of the FOIA is available in connection with particular records or files. Accordingly, the Owner is relieved from any confidentiality obligations under this Agreement that would be in conflict with its obligations under the FOIA.

**12. State's Rights of Inspection, Audit and Collection; Maintenance of Records**

(a) All services performed by and material supplied by the Contractor under this contract shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning such material and services as may be requested by the State.

(b) The Contractor shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Contractor's, and, in the case of each subcontract, the applicable subcontractor's, performance hereunder. The Contractor shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Contractor's address provided on the first page of this contract or such other location as is approved in writing in advance by the State.

(c) The Contractor agrees to make all of its Records available for inspection and/or examination by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Contractor's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Contractor at least twenty-four (24) hours notice of any intended inspections or examinations.

(d) At the State's request, the Contractor shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Contractor which pertains to the State's business or this contract.

(e) The Contractor agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this contract, or (ii) the expiration or earlier termination of this contract, as the same may be extended or renewed, and any holdover period.

(f) The Contractor also agrees that it will require each subcontractor under this contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.

(g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.

(h) The Contractor shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this contract.

**13. Disclosure of Records**

This Agreement may be subject to the provisions of Section 1-218 of the Connecticut General Statutes, as revised. In accordance with this Section, each contract in excess of Two Million Five Hundred Thousand Dollars between a public agency and an entity or person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records of files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General statutes as revised.

**14. Forum and Choice of Law**

The Parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by the Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however,

that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**15. Sovereign Immunity**

The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

**ATTACHMENT**

# STATE OF CONNECTICUT
# STATE ELECTIONS ENFORCEMENT COMMISSION
## 20 Trinity Street Hartford, Connecticut 06106—1628

**SEEC FORM 11**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 7-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract* or *state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or *solicit* contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

**Definitions:**

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

# Section 00 54 13
# Construction Management At Risk (CMR)
# Preconstruction Phase
# Supplemental Scope of Services

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# CMR Preconstruction Phase Supplemental Scope of Services

## 1.0 General:

For this Construction Manager At Risk Project the CMR shall perform the Services described in this Supplement, which by this reference are incorporated herein and made part of the CMR Agreement. Performance of the services is included in the Preconstruction Services Fee payable by State to the CMR.

Where discrepancies or conflicts occur in these CMR Preconstruction Phase Supplemental Scope of Services and the CMR Request for Proposals (RFP) Volume 1 of 1 for a specific project, then the CMR Request for Proposals (RFP) Volume 1 of 1 (including all Amendments and Addenda) for a specific project shall take precedence over these CMR Preconstruction Phase Supplemental Scope of Services.

## 2.0 Design Phase Services:

The Construction Manager (CMR) shall perform all of the designated Design Phase Services at each Design Phase Milestone. The DCS PM and Owner's Representative shall review the CMR's submittals and approve each Project Element to be implemented on the project. The following Design Phase Milestone Table contains the Percent Completion for each CMR Design Phase service:

| Percent Completion | Design Phase Milestone Table |
|---|---|
| **100%** | Schematic Design Phase Services |
| **100%** | Design Development Phase Services |
| **50%** | Construction Documents Phase Scope Services |
| **90%** | Construction Documents Phase Scope Services |

### 2.1 Constructability Reviews:

All of the following Constructability Reviews shall be conducted at the designated Design Phase Milestones of subsection 2.0: The basis for the Constructability Reviews shall be ASTM Uniformat II, classification system for building elements and related sitework (**www.uniformat.com**).

#### 2.1.1 Schematic Design Phase:

The Construction Manager shall review the A/E's 100% Design Development Phase Submittals and shall submit a **written analysis/report** to the DCS Project Manager on the impact of the "Cost of the Work" budget's "Major Group Elements" and on the overall Project Schedule and recommend appropriate alternatives for consideration. The written analysis/report shall be submitted to the DCS PM and shall utilize the "Major Group Elements" – Level I of ASTM Uniformat II, and include, but not be limited to, the following:

| Major Group Elements – Level 1 (ASTM Uniformat II) | | | | |
|---|---|---|---|---|
| **A** | Substructure; | | **E** | Equipment & Furnishings; |
| **B** | Shell; | | **F** | Special Construction & Demolition; |
| **C** | Interiors; | | **G** | Building Sitework. |
| **D** | Services; | | | |

#### 2.1.2 Design Development Phase:

The Construction Manager shall review the A/E's 100% Design Development Phase Submittals and shall submit a **written analysis/report** to the DCS Project Manager on the impact of all the "Cost of the Work" budget's "Group Elements" and on the overall Project Schedule and recommend appropriate alternatives for consideration. The written analysis/report shall be submitted to the DCS PM and shall utilize the "Group Elements" – Level II of ASTM Uniformat II, shall include, but not be limited to, the following:

| Group Elements – Level II (ASTM Uniformat II) | | | |
|---|---|---|---|
| **A10** | Foundations | **D40** | Fire Protection |
| **A20** | Basement Construction | **D50** | Electrical |
| **B10** | Superstructure | **E10** | Equipment |
| **B20** | Exterior Enclosure | **E20** | Plumbing |
| **B30** | Roofing | **F10** | Special Construction |
| **C10** | Interior Construction | **F20** | Selective Demolition |
| **C20** | Stairs | **G10** | Site Preparation |
| **C30** | Interior Finishes | **G20** | Site improvement |
| **D10** | Conveying | **G30** | Site Mechanical Utilities |
| **D20** | Plumbing | **G40** | Site Electrical Utilities |
| **D30** | HVAC | **G90** | Other Site Construction |

**.1 DCS Permits Checklist Review:**
The Construction Manager shall also review the A/E's completed "DCS Permits Checklist" (See DCS Consultants Procedure Manual for Checklist and issue a written report on any special issues of concern to the DCS Project Manager.

**2.1.3 Construction Documents Phase:**
The Construction Manager shall review the A/E's 50%, and 90% Construction Document Phase Submittals and submit a **detailed written analysis/report and plans** to the DCS Project Manager on the impact on of all the various "Cost of the Work" budget's "Individual Elements" and on the overall Project Schedule and recommend appropriate alternatives for consideration.

**.1 Individual Elements – Level III Report:** The written analysis/report shall be submitted to the DCS PM and shall utilize the "Individual Elements" – Level III of ASTM Uniformat II, shall include, but not be limited to, the following:

| Individual Elements – Level III (ASTM Uniformat II) | | | |
|---|---|---|---|
| **A1010** | Foundations | **D5010** | Electrical Service & Distribution |
| **A1020** | Basement Construction | **D5020** | Lighting and Branch Wiring |
| **A1030** | Slab on Grade | **D5030** | Communications & Security |
| **A2010** | Basement Excavation | **D5090** | Other Electrical Systems |
| **A2020** | Basement Walls | **E1010** | Commercial Equipment |
| **B1010** | Floor Construction | **E1020** | Institutional Equipment |
| **B1020** | Roof Construction | **E1030** | Vehicular Equipment |
| **B2010** | Exterior Walls | **E1090** | Other Equipment |
| **B2020** | Exterior Windows | **E2010** | Fixed Furnishings |
| **B2030** | Exterior Doors | **E2020** | Movable Furnishings |
| **B3010** | Roof Covering | **F1010** | Special Structures |
| **B3020** | Roof Openings | **F1020** | Integrated Construction |
| **C1010** | Partitions | **F1030** | Special Construction Systems |
| **C1020** | Interior Doors | **F1040** | Special Facilities |
| **C1030** | Fittings | **F1050** | Special Controls & Instrumentation |
| **C2010** | Stair Construction | **F2010** | Building Elements Demolition |
| **C2020** | Stair Finishes | **F2020** | Hazardous Components Abatement |
| **C3010** | Wall Finishes | **G2010** | Roadways |
| **C3020** | Floor Finishes | **G2020** | Parking Lots |
| **C3030** | Ceiling Finishes | **G2030** | Pedestrian Paving |
| **D1010** | Elevators & Lifts | **G2040** | Site Development |
| **D1020** | Escalators & Moving Walks | **G2050** | Landscaping |
| **D1090** | Other Conveying Systems | **G3010** | Water Supply |
| **D2010** | Plumbing Fixtures | **G3020** | Sanitary Sewer |
| **D2020** | Domestic Water Distribution | **G3030** | Storm Sewer |
| **D2030** | Sanitary Waste | **G3040** | Heating Distribution |
| **D2040** | Rain Water Drainage | **G3050** | Cooling Distribution |
| **D2090** | Other Plumbing Systems | **G3060** | Fuel Distribution |

| | | | | |
|---|---|---|---|---|
| **D3010** | Energy Supply | | **G3090** | Other Site Mechanical Utilities |
| **D3020** | Heat Generating Systems | | **G4010** | Electrical Distribution |
| **D3030** | Cooling Generating Systems | | **G4020** | Site Lighting |
| **D3040** | Distribution Systems | | **G4030** | Site Communications & Security |
| **D3050** | Terminal & Package Units | | **G4090** | Other Site Electrical Utilities |
| **D3060** | Controls & Instrumentation | | **G9010** | Service and Pedestrian Tunnels |
| **D3070** | Systems Testing & Balancing | | **G9090** | Other Site Systems & Equipment |
| **D3090** | Other HVAC Systems & Equip. | | | |
| **D4010** | Sprinklers | | | |
| **D4020** | Standpipes | | | |
| **D4030** | Fire Protection Specialties | | | |
| **D4090** | Other Fire Protection Systems | | | |

**.2 Blasting and Pile Driving Report:**
Blasting and Pile driving as it affects adjacent structures. The Construction Manager shall issue a written report detailing its findings.

**.3 Site Logistics Plan:**

**.1** Upon the A/E's 50% Construction Documents Submittal the Construction Manager shall prepare and submit a Preliminary Site Logistics Plan for review by the A/E, DCS Project Manager, and Agency Representative(s).

**.2** Upon the A/E's 50% and 90% Construction Documents Submittal the Construction Manager shall prepare and submit a Final Site Logistics Plan for review by the A/E, DCS Project Manager, and Agency Representative(s). The Site Logistics Plan shall identify and include but shall not be limited to the following:

| Site Logistics Plan | |
|---|---|
| **.1** | Site fence and access gates; |
| **.2** | Truck wheel wash area |
| **.3** | DCS / A/E field office trailer; |
| **.4** | Construction Manager field office trailer; |
| **.5** | Subcontractors office trailers; |
| **.6** | Subcontractor's storage trailers or storage laydown areas. |

**.3** Upon the A/E's 90% Construction Documents Submittal the Construction Manager shall provide the DCS Project Manager with a site mobilization report describing the cost and schedule implications of all site mobilization work.

**.4 Building Excavation Plan:**
Upon the A/E's 50% and 90% Construction Documents Submittal the Construction Manager shall prepare and submit a Building Excavation Plan for review by the A/E, DCS Project Manager. The Building Excavation Plan shall identify but shall be limited to the following:

| Building Excavation Plan | |
|---|---|
| **.1** | Ramp; |
| **.2** | Excavation Scope; |
| **.3** | Crane Locations; |
| **.4** | Shoring; |
| **.5** | Site access and traffic ways; |
| **.6** | Temporary utility locations; |
| **.7** | Off site utility locations; |
| **.8** | Excavation spoils storage area; |
| **.9** | Soil erosion control plan; |
| **.10** | Dewatering; |
| **.11** | Any other item that can impact the project cost and schedule. |

## 3.0 Schedule and Phasing Coordination (General):

The DCS PM, A/E, and Owner's Representative are responsible for the development of the overall Project Schedule, and for interfacing with the State User Agency on all matters relating to occupancy and/or availability of the facilities for use. The DCS Project Manager, A/E and Owner's Representative are responsible for the development and control of the all Design Phases of the Project. The Construction Manager is responsible for the development and control of the Bid Phase schedule and designated portions of the overall Project Schedule. The DCS PM, A/E and Owner's Representative and Construction Manger are responsible for establishing the Construction Contract Time.

## 4.0 Construction Manager's Schedule Services During the Design Phase:

The CMR shall coordinate the scheduling all of the Design Phase activities with the DCS Project Manager, A/E, and Owner's Representative. The CMR shall provide the following scheduling services at the designated Design Phase Milestones of subsection 1.0:

**4.1 Schematic Design Phase Submittal:**

At the end of the 100% Schematic Design Phase and prior to the start of the Design Development Phase, the CMR shall submit a **detailed written report** outlining their recommendations on the Project's Construction Schedule. It shall include a verification of the over all construction duration and conceptual Construction Schedule submitted in a bar chart format.

**4.2 Design Development Phase Submittal:**

At the end of the 100% Design Development Phase and prior to the start of the Contract Documents Phase the Construction Manager shall develop and submit to the DCS Project Manager, A/ E and Owner's Representative, a preliminary master Construction Schedule for review and approval. The schedule must be in a precedence diagram network (time logic format) outlining the following:

**4.2.1** The proposed CMR's overall Construction Contract time duration and the phasing/sequences;
**4.2.2** Shop drawings submittal and review duration as estimated by the CMR;
**4.2.3** The proposed early purchase long lead items (if applicable);
**4.2.4** All other proposed site support services and special services contract durations and their sequences;
**4.2.5** Milestone(s) for State User Agency occupation and partial occupation as required;
**4.2.6** The critical path for the project and float amounts available;
**4.2.7** Mobilization and demobilization the Subcontractors and any vendors;
**4.2.8** The proposed Construction Phase Schedules in all CMR schedules shall be within the Construction Phase Contract Time established in **Section 00 24 19.2 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR (GMP), Subsection 1.0**, and **Section 00 43 23 CMR Fee Proposal Form, Subsection 1.9**. Any modification to the Construction Contract Time shall be required to be approved by the DCS Project Manager.

**4.3 Construction Document Phase Submittal:**

**4.3.1** At the end of 90% Contract Documents Phase and prior to the start of the CMR's Bid Phase Services the CMR shall produce a revised precedence diagram method network (time logic format) including all of the requirements of subsection 4.2 and defining the duration and sequence of each Subcontractor Bid Package, Shop Drawings Submittals and review schedule. Any lead items float amounts, early and sequences shall be defined.

## 5.0 CMR Schedule Services During The Bid Phase:

The Construction Manager shall coordinate the scheduling all of their Bid Phase activities with the DCS Project Manager, A/E, and Owner's Representative and include but not be limited to the following:

| | Bid Schedule Items |
|---|---|
| **1.** | Date CMR completes the Final Bid Documents conversion Into Subcontractor Bid Packages; |
| **2.** | Subcontractor Bid Schedules(s); |
| **3.** | Subcontractor Pre-bid Conference Schedules; |
| **4.** | Subcontractor Addendum Submittal Schedule; |
| **5.** | Subcontractor Bid Due dated(s); |
| **6.** | Subcontractor Bid Review / Analysis completion date; |
| **7.** | CHRO Contract Compliance Submittal and Approval dates; |
| **8.** | GMP Submittal Date. |

## 6.0 Cost Control Management:

All of the following CMR Design Phase Cost Estimates shall be submitted in accordance with the requirements of this subsection and shall be required to be reconciled with the Architect Cost Estimates. In conjunction with the CT DCS, A/E, and Owner's Representative the CMR shall prepare the required cost estimate and evaluate the cost estimate against the "Cost of the Work" budget. CMR shall recommend, if necessary, the appropriate action to correct and/or avoid potential cost overruns. The basis for the Cost Estimates shall be ASTM Uniformat II, classification system for building elements and related sitework (**www.uniformat.com**). The CMR provide the following Cost Control Management services and each cost estimate shall:

### 6.1 Estimate Of Actual Costs:

Estimates shall reflect the CMR's best professional estimate of actual costs anticipated and:

**6.1.1** Establish internal estimating allowances, consistent with good professional practice, appropriate to the phase of development. Larger allowances are assumed held at early phases gradually diminishing to zero at completion of final cost estimate. Do not include a discrete line-item allowance for 'contingency.;

**6.1.2** Adjust reported cost estimates to reflect inflation values. Do present costs to the estimated mid-point of construction. Questions regarding the calculation of inflation values should be reviewed with the DCS Project Manager, A/E, and Owner's Representative.

**6.1.3** Written Authorization to Proceed with the next Phase in the design process is contingent upon the acceptance of the Cost of the Work as compared to the DCS Cost of the Work Budget.

### 6.2 Schematic Design Phase Submittal:

Upon completion of 100% Schematic Design Phase the CMR shall provide an estimate of the total "Cost of the Work" of the project. : The written cost estimate shall be submitted to the DCS PM and shall utilize the "Major Group Elements" – Level I of ASTM Uniformat II, shall include, but not be limited to, the following:

| Major Group Elements – Level 1 (ASTM Uniformat II) | | | | |
|---|---|---|---|---|
| **A** | Substructure; | | **E** | Equipment & Furnishings; |
| **B** | Shell; | | **F** | Special Construction & Demolition; |
| **C** | Interiors; | | **G** | Building Sitework. |
| **D** | Services; | | | |

### 6.3 Design Development Phase Submittal:

Upon completion of 100% Design Development Phase the CMR shall provide an estimate of the total "Cost of the Work" of the project. The written cost estimate shall be submitted to the DCS PM and shall utilize the "Group Elements" – Level II of ASTM Uniformat II, shall include, but not be limited to, the following:

| Group Elements – Level II (ASTM Uniformat II) | | | | |
|---|---|---|---|---|
| **A10** | Foundations | | **D40** | Fire Protection |
| **A20** | Basement Construction | | **D50** | Electrical |
| **B10** | Superstructure | | **E10** | Equipment |
| **B20** | Exterior Enclosure | | **E20** | Plumbing |
| **B30** | Roofing | | **F10** | Special Construction |
| **C10** | Interior Construction | | **F20** | Selective Demolition |
| **C20** | Stairs | | **G10** | Site Preparation |
| **C30** | Interior Finishes | | **G20** | Site improvement |
| **D10** | Conveying | | **G30** | Site Mechanical Utilities |
| **D20** | Plumbing | | **G40** | Site Electrical Utilities |
| **D30** | HVAC | | **G90** | Other Site Construction |

**6.4 Construction Document Phase Submittal:**

Upon completion of 50% and 90% Construction Document Phase the CMR shall provide an estimate of the total "Cost of the Work' of the project. The written cost estimate shall be submitted to the DCS PM and shall utilize the "Individual Elements" – Level III of ASTM Uniformat II, shall include, but not be limited to, the following:

| Individual Elements – Level III (ASTM Uniformat II) | | | |
|---|---|---|---|
| **A1010** | Foundations | **D5010** | Electrical Service & Distribution |
| **A1020** | Basement Construction | **D5020** | Lighting and Branch Wiring |
| **A1030** | Slab on Grade | **D5030** | Communications & Security |
| **A2010** | Basement Excavation | **D5090** | Other Electrical Systems |
| **A2020** | Basement Walls | **E1010** | Commercial Equipment |
| **B1010** | Floor Construction | **E1020** | Institutional Equipment |
| **B1020** | Roof Construction | **E1030** | Vehicular Equipment |
| **B2010** | Exterior Walls | **E1090** | Other Equipment |
| **B2020** | Exterior Windows | **E2010** | Fixed Furnishings |
| **B2030** | Exterior Doors | **E2020** | Movable Furnishings |
| **B3010** | Roof Covering | **F1010** | Special Structures |
| **B3020** | Roof Openings | **F1020** | Integrated Construction |
| **C1010** | Partitions | **F1030** | Special Construction Systems |
| **C1020** | Interior Doors | **F1040** | Special Facilities |
| **C1030** | Fittings | **F1050** | Special Controls & Instrumentation |
| **C2010** | Stair Construction | **F2010** | Building Elements Demolition |
| **C2020** | Stair Finishes | **F2020** | Hazardous Components Abatement |
| **C3010** | Wall Finishes | **G2010** | Roadways |
| **C3020** | Floor Finishes | **G2020** | Parking Lots |
| **C3030** | Ceiling Finishes | **G2030** | Pedestrian Paving |
| **D1010** | Elevators & Lifts | **G2040** | Site Development |
| **D1020** | Escalators & Moving Walks | **G2050** | Landscaping |
| **D1090** | Other Conveying Systems | **G3010** | Water Supply |
| **D2010** | Plumbing Fixtures | **G3020** | Sanitary Sewer |
| **D2020** | Domestic Water Distribution | **G3030** | Storm Sewer |
| **D2030** | Sanitary Waste | **G3040** | Heating Distribution |
| **D2040** | Rain Water Drainage | **G3050** | Cooling Distribution |
| **D2090** | Other Plumbing Systems | **G3060** | Fuel Distribution |
| **D3010** | Energy Supply | **G3090** | Other Site Mechanical Utilities |
| **D3020** | Heat Generating Systems | **G4010** | Electrical Distribution |
| **D3030** | Cooling Generating Systems | **G4020** | Site Lighting |
| **D3040** | Distribution Systems | **G4030** | Site Communications & Security |
| **D3050** | Terminal & Package Units | **G4090** | Other Site Electrical Utilities |
| **D3060** | Controls & Instrumentation | **G9010** | Service and Pedestrian Tunnels |
| **D3070** | Systems Testing & Balancing | **G9090** | Other Site Systems & Equipment |
| **D3090** | Other HVAC Systems & Equipment | | |
| **D4010** | Sprinklers | | |
| **D4020** | Standpipes | | |
| **D4030** | Fire Protection Specialties | | |
| **D4090** | Other Fire Protection Systems | | |

## 7.0 Construction Documents Conversion Into Subcontractor Bid Packages:

In cooperation with the CT DCS Project Manager and A/E, the CMR shall convert the A/E's "Construction Documents" (See Note 1) into logical, competitive, seamless and distinct Subcontractor Bid Packages with all Scopes of Work and Contract Time included in each Bid Package. Subcontractor Procurement Bid Procedures for all "Project Elements" shall also be in accordance with the requirements of Section 00 52 23 CT DCS CMR Agreement, Subsection 2.1.6 Subcontractors and Suppliers. Each Bid Package shall include but not be limited to the following State Mandated Bidding Requirements:

**Note 1:** "Construction Documents" are defined as the Drawings, and Specifications, Signed and sealed by the Architect and Engineers that set forth in detail the requirements for the construction of the Project and have received a Building Permit from the CT DPS or the CT DCS equivalent.

## 8.0 Bid Phase Services:

The CMR shall Bid the Project Elements in accordance with the requirements of Section 2.1.6, Subcontractors And Suppliers of CT DCS's Standard Form of Agreement Between Owner and Construction Manager-At-Risk (CMR) For Guaranteed Maximum Price (GMP) and subsection 4.1.5, Bid Phase Services of Section 00 24 19.2 Project Scope, Proposal Submittal Requirements, Evaluation, And Selection Procedures CMR (GMP) of the CMR RFP. The CMR Bid Phase objectives shall include, but not be limited to, the following:

**8.1** Develop the logical, competitive, unified and distinct Subcontractor Bid Packages with all scopes of work included in the packages.

**8.1.1** The CMR shall utilize the CT DCS General Conditions – CMR for soliciting Subcontractor Bid Packages, but develop Supplementary General Conditions-CMR (with the CT DCS's participation and subsequent written approval) that address their Subcontractor Agreements, schedule for their Subcontractor Agreements, and the responsibilities of all parties under a CMR with a GMP procurement method, where CMR bids the "Project Elements" and enters into Agreements with the Subcontractors.

**8.1.2** The CMR Contingency is set by DCS; this amount shall be included in the CMR GMP. The CMR shall **NOT** require and allow a Subcontractors to include any contingency or allowances in their bids.

**8.1.3** The CMR shall develop the Subcontractor Bid Packages and obtain CT DCS's review and written approval of their proposed Subcontractor Bid documents and Subcontractor Agreements.

**8.1.4** The CMR shall include the cost for the advertising, printing and reproduction of all Subcontractors' Bid sets in their CMR Preconstruction Services Fee Proposal.

**8.1.5 Purchased Materials on Hand:**

**.1** The Owner has a significant amount of material on hand that shall be incorporated into the work to the maximum extent practical. This material was purchased as part of the phase 1 project. A detailed **Buley Library Inventory List** of this material is included on the project FTP Site. The Owner is placing a $1,700,000.00 book value on this material. This topic is further explained under the subsection, 2.1, "Summary Project Description", Section 00 24 19.2 of this CMR RFP. The **Buley Library Inventory** List will be available on OakPark Architects FTP Website (see Section 00 31 36 of this CMR RFP for access to the OakPark Architects FTP Website).

**.2** The Owner shall require the CMR to provide instructions with regard to the utilization of this material as part of the Trade Bids process and requirements. The CMR and the Design Team shall jointly determine any necessary Technical Specification adjustments necessary for the proper specification and installation of this material within the project. The material is stored in two locations, either at the project site or in an off site warehouse. This material will be made available to the CMR and/or his trade subcontractors as directed by the CMR.

**.3** This material will be treated as a Long –Lead-Time item, Owner purchased material, as noted in section 2.1.7 of the CMR Agreement. This material and its specified book value shall be included in the cost of the work. The CMR fee will be calculated on the cost of the work including this book value. When the GMP cost proposal is made this value will be included as part of the cost of the work and will be included in the GMP cost proposal calculation. The Cost of the Work value for the CMR Fee calculation shall include this book value. This material will be proved to the CMR for no cost. Therefore, this value will be deducted from the GMP total cost. This value will be shown as a credit adjustment immediately above the proposed GMP amount.

**8.2** **CMR Warranting Final Bidding Documents:** The CMR shall warrant their Subcontractor Bid Packages against ambiguities, conflicts, or omissions, and guarantee to the State that the total project shall be built for the Cost of the Work budget where the aggregate of all Subcontractor Bids, shall be less than or not greater than the Cost of the Work" budget and within the Contract Time duration identified in the CMR Request for Proposals. See Appendix 1, "Sample CMR Letter to CT DCS Warranting Final Bid Documents"

**8.3** **CMR Subcontractor Pre Bid Conferences:**
The CMR shall coordinate and schedule all Subcontractor Pre-Bid Conferences for the cooperative participation of the Architect and their appropriate Consultants.

**8.4** **Subcontractor Bid Addenda:**
During the Bidding Phase for each and every CMR Subcontractor Bid, the CMR shall cooperate with the Architect in their preparation of all required addenda clarification documents, interpretation of the Construction Documents, evaluation of equals and substitution. The CMR shall assist Owner as requested, in all procedures required during the bidding phase.

**8.5 Subcontractor Bid Scope Review Meetings:**

Upon determination of the Lowest Responsible Bidder for each Subcontractor Bid and prior to CMR's submittal of a their Guaranteed Maximum Price (GMP) to the Owner the CMR shall coordinate and schedule the attendance of Architect at each Subcontractor Bid Review Meeting. The meetings will include a verification that all major and important aspects of the design have been included in the low bid. This review will be hosted by the DCS ACT, PM, and the CMR.

**8.4.1** The State of CT is not allowed to negotiate as part of its CMR Lowest Responsible Bidder contracting process therefore all and any discrepancies discovered during the Subcontractor Bid Scope Review Meetings must be performed within the Subcontractors low bid price as accepted by the State.

**8.4.2** If provisions discovered by this Scope Review create a problem for the Subcontractor, that legal entity can withdraw their bid and chose to not sign the contract.

**8.6 Conformed Set of Bid Documents** (See Note 2)**:**

Upon conclusion of the Bidding Phase and prior to the start of construction the CMR shall corporate with the Architect in their production of complete set of "Conformed Set Bid Documents".

**Note 2: "**Conformed Set of Bid Documents" are defined the Architects "Construction Documents" that incorporate all of the "Addendum" changes made to the "Construction Documents" during the official "Bid Period" that are generated as a result of bidder's questions. All changed documents shall be signed, sealed, and dated by the A/E.

# APPENDIX 1

*(Sample CMR Letter to CT DCS Warranting Subcontractor Bidding Packages)*

Insert Date

Insert DCS PM Name - DCS Project Manager
165 Capitol Avenue
Room Insert Room Number
Hartford, Connecticut 06106

**Subject:** Insert DCS Project Number
Insert Project Number
Insert Project Location

Dear Insert DCS PM Name:

In accordance with Section 00 54 13 CMR Preconstruction Phase Supplemental Scope of Services, Subsection 8.3 **-** CMR Warranting Final Bidding Documents, Insert CMR Name hereby warrants their Subcontractor Bidding Packages against ambiguities, conflicts, or omissions, and guarantee to the CT DCS that the Total project shall be built for the "Cost of the Work" budget where the aggregate of all Subcontractor Bids, shall be less than or not greater than the Cost of the Work budget and within the Contract Time duration identified in the CMR Request for Proposals.

Sincerely,
Insert Name,Title and CMR Firm Name

_____
*Signature*

***END***
***Section 00 54 13***
***CMR Preconstruction Phase***
***Supplemental Scope of Services***

# Section 00 72 23
# General Conditions Of The Contract For Construction For Construction Manager At Risk (CMR)
**(Section 00 52 23 EXHIBIT C)**

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# General Conditions of the Contract for Construction
# For Construction Manager At Risk (CMR)
# Department of Construction Services
# State of Connecticut

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## ARTICLE 1
## DEFINITIONS

WHENEVER THE FOLLOWING TERMS, OR PRONOUNS IN PLACE OF THEM, ARE USED THE INTENT AND MEANING SHALL BE AS FOLLOWS:

**1.1 ACCEPTANCE OF THE WORK:** The Owner's acknowledgement of the Acceptance of the Work from the CMR upon issuance of a Certificate of Acceptance by the Owner's Representative and Architect or Engineer that all Work has been completed~~.~~, with the exception of heating and cooling systems requiring Seasonal Testing, and Approved Deferred Functional Performance Testing, to Certify Functional Completion of those systems. Owner's prior written approval shall be required for any and all such exceptions.

**1.2 ADDITIONAL OR DELETED WORK:** Work required by the Department that, in the judgment of the Commissioner, involves any addition to, deduction from, or modification of the Work required by the Contract Documents.

**1.3 AGENCY:** The (User) Agency of the State of Connecticut having administrative authority of the facility in which the Work is being performed.

**1.4 APPLICATION FOR PAYMENT, PROGRESS PAYMENT OR REQUISITION:** Construction Manager's certified request for payment for completed portions of the Work and, if the Contract so provides, for materials or equipment suitably stored pending their incorporation into the Work.

**1.5 APPROVED DEFERRED FUNCTIONAL PERFORMANCE TESTING.** Execution of checklists and Functional Performance Testing that is delayed **only** upon written request by the CMR and the written approval of the CT DCS PM for any required check or test that cannot be completed including, but not limited to, the building's structure, required occupancy conditions or other deficiency.

**1.6 ARCHITECT OR ENGINEER**: A sole proprietor, partnership, firm, corporation or other business organization under Contract with the Owner, commissioned to prepare Contract Drawings and Specifications, to advise the Owner and in certain cases, to perform regular inspections during construction and when authorized to perform the duties of the Owner's Representative.

**1.7 AS-BUILT DRAWINGS:** Construction Drawings revised by the CMR to show all significant Modifications made during the construction process.

**1.8 BID BOND:** Form of Bid Security executed by the Bidder as Principal and by a Surety to guarantee that the Bidder will enter into a Contract within a specified time and furnish any required bond as mandated by Connecticut General Statutes Section 4b-92.

**1.9 BIDDER:** A sole proprietor, partnership, firm, corporation or other business organization submitting a Bid on the Bid Proposal Form for the Work contemplated~~.~~ , including Work to be performed under any Subcontract with the CMR.

**1.10 BIDDING DOCUMENTS:** Collectively, the Bidding Requirements and the proposed Contract Documents, including any addenda issued prior to receipt of Bids~~.~~ , relevant to competitive bidding for Subcontracts for designated portions of the Work.

**1.11 BID OR BID PROPOSAL FORM:** A complete and duly signed proposal to perform Work (or a designated portion thereof) for a stipulated sum submitted in accordance with the Bidding Documents.

**1.12 BID SECURITY:** Certified check or Bid Bond submitted with Bid Proposal Form, which provides that the Bidder, if awarded a Subcontract, will execute such Subcontract in accordance with the requirements of the Bidding Documents~~.~~ and specified time and furnish any required bond as mandated by Connecticut General Statutes Section 4b-92, as applicable to the subcontract amount.

**1.13 BUILDER'S RISK INSURANCE:** Builders Risk Insurance insures a building under construction. The contractor normally purchases a builders risk policy to cover their materials and the property under construction until it is claimed by the owner. Builders Risk policies cover new construction or remodeling projects. Builders risk policies are project specific and are purchased in addition to a contractor's general liability insurance.

**1.14 CALENDAR DAY:** Each Day in a calendar including weekends and holidays.

**1.15 CASH ALLOWANCE:** An amount established in the Contract Documents for inclusion in the Contract Sum to cover the cost of prescribed items not specified in detail, and as shown in the Allowance Schedule, which shall be factored into and become a part of the Guaranteed Maximum Price.

**1.16 CERTIFICATE OF ACCEPTANCE:** A document issued by the Owner to the CMR stating that all Work, excepting those items previously agreed to and approved by the Owner, has been completed and accepted by the Owner.

**1.17 CERTIFICATE OF COMPLIANCE:** A document stating that for the portion of the Project completed, either the design portion or the construction portion, has been performed in substantial compliance with all applicable building codes.

**1.18 CERTIFICATE OF OCCUPANCY:** Document issued by the authority having jurisdiction certifying that all or a designated portion of a building is approved for its designated use.

**1.19 CERTIFICATE OF FUNCTIONAL COMPLETION:** A document issued by the Owner to the CMR when all remaining Testing, Adjusting and Balancing (TAB) and commissioning responsibilities of the Construction Manager and their subcontractors (except for seasonal or Approved Deferred Functional Performance Testing and controls training), have been certified as complete by the Owner's Commissioning Agent (CxA.

**1.20 CERTIFICATE OF SUBSTANTIAL COMPLETION:** A document prepared by the Architect or Engineer and approved by the Owner on the basis of an inspection stating:

**1.20.1** that the Work, or a designated portion thereof, except for Functional Testing, Approved Deferred Performance Functional Testing, and controls training, is determined to be Substantially Complete;

**1.20.2** the date of Substantial Completion;

**1.20.3** the responsibilities of the Owner and the CMR for security, maintenance, heat, utilities, damage to the Work and insurance; and

**1.20.4** the time within which the CMR shall complete the remaining Work.

**1.21 CHANGE ORDER:** Written authorization signed by the Owner, authorizing a modification in the Work, an adjustment in the Contract Sum, or an adjustment in the Contract Time.

**1.22 COMMERCIAL GENERAL LIABILITY INSURANCE:** Including contractual liability, products/completed operations, broad form property damage and independent Contractors. Coverage for hazards of explosion, collapse and underground (X-C-U) and for asbestos abatement when applicable to this Contract, must also be included when applicable to the Work to be performed. The State of Connecticut, the Department of Construction Services, and their respective officers, agents, and employees shall be named as an Additional Insured. This coverage shall be provided on a primary basis and include:

**1.22.1 Asbestos Abatement:** When applicable includes but is not limited to removal and/or abatement of: pipe and boiler insulation, sprayed on fireproofing, troweled on acoustical plaster, floor tile and mastic, floor linoleum, transite shingles, roofing materials, wall and ceiling plaster, ceiling tiles, and gasket materials.

**1.22.2 X" (Explosion Damage):** Damage to property caused by blasting or explosions.

**1.22.3 "C" (Collapse Damage):** Collapse includes structural property damage and property damage to any other property rising out of grading of land, excavating, burrowing, filling or backfilling, tunneling, pile driving, or coffer dam or caisson work, or moving, shoring, underpinning, razing or demolishing any building or structure.

**1.22.4 "U" (Underground Damage):** Underground damage includes damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, or any similar property beneath the surface of the ground or water caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling, backfilling, or pile driving.

**1.23 COMMISSIONER:** The State of Connecticut, Department of Construction Services (CT DCS) Commissioner acting directly or through specifically authorized CT DCS personnel or agent(s) having authority to perform duties defined in Article 25, "All Work Subject to Control of the Commissioner".

**1.24 COMMISSIONING AGENT (CxA):** An entity identified by the Owner who leads, plans, schedules, and coordinates the commissioning team to implement the Commissioning Process.

**1.25 COMMISSIONING (Cx):** A systematic process of ensuring that all building systems perform interactively according to the contract documents, the design intent, and the building's operational needs. Commissioning involves three phases: pre-design, construction, and warranty.

**1.26 COMMISSIONING (Cx) PLAN:** A plan that includes a list of all equipment to be commissioned, delineation of roles for each of the primary commissioning participants, and details on the scope, timeline, and deliverables throughout the commissioning process.

**1.27 CONSTRUCTION CHANGE DIRECTIVE:** A written authorization signed by the Owner, directing a modification in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum, Contract Time or both. Any Construction Change Directive effecting an adjustment to the Contract Sum or Contract Time shall result in a Change Order.

**1.28 CONSTRUCTION DOCUMENTS:** Drawings, and Specifications, Signed and sealed by the Architect and Engineers that set forth in detail the requirements for the construction of the Project and have received a Building Permit from the State of Connecticut Department of Construction Services, Office of State Building Inspector.

**1.29 CONSTRUCTION MANAGER AT RISK (CMR):** A sole proprietor, partnership, firm or Corporation, under a construction manager at risk agreement with the Department of Construction Services. The CMR is responsible for the performance of the Work under the Contract Documents. Whenever the term "Contractor" is used in these General Conditions and the pertinent Contract Documents, it may be understood to mean Construction Manager at Risk ("CMR") as defined herein and identified in the Construction Manager at Risk Agreement between Owner and CMR or, if appropriate, Contractor may refer to a Subcontractor or Sub-subcontractor for the Work.

**1.30 CONSTRUCTION PHASE START DATE OR DATE OF COMMENCEMENT OF THE WORK:** The date, specified by the Owner in the Notice to Proceed which date shall be contingent upon Owner's acceptance of CMR's Guaranteed Maximum Price pursuant to Article 1 Definitions herein.

**1.31 CONTRACT DOCUMENTS OR CONTRACT:** The Agreement between Owner and CMR (the "CMR Agreement"), Conditions of the Contract (General Conditions, Supplementary Conditions, General Requirements and other Conditions), Drawings, Specifications, and any addenda the Request For Proposals, the CMR's Proposal and any other Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued thereto after execution of the Contract, all of which shall constitute the Contract. When the words "Contract Document" or "Contract" are used in these General Conditions, they may, as appropriate, refer to the documents, Drawings, Specifications and Addenda relevant to bid packages competitively bid and awarded for Subcontracts with the CMR for designated portions of the Work, pursuant to the CMR Agreement.

**1.32 CONTRACT SUM:** The sum stated in the Contract, which is the total amount payable by the Owner to the CMR for performance of the Work under the Contract Documents. When used in the CMR Agreement, the Contract Sum shall mean the Guaranteed Maximum Price as defined in Article 1 "Definitions" herein.

**1.33 CONTRACT TIME:** The period of time allotted in the Contract Documents for Substantial Completion of the Work, including authorized adjustments thereto. The Contract Time is the sum of all Working Days and Non-Working Days as further defined herein and specified in the Contract Documents.

**1.34 COST OF THE WORK:** Those costs necessarily incurred by the CMR in the proper performance of the Work, including the CMR Construction Phase Services Costs. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior approval of the Owner.

**1.35 DAY:** Whenever the word Day is used it shall be understood to mean Calendar Day stated in the Bidding Documents, unless stated otherwise.

**1.36 DEPARTMENT OF CONSTRUCTION SERVICES (CT DCS) PROJECT MANAGER:** The individual employed by the Owner, designated and authorized by the Commissioner, to be responsible for the overall management and oversight of the Project, and to represent the (User) Agency.

**1.37 DIESEL VEHICLE EMMISSIONS CONTROL:** The reduction of air pollution emissions from diesel powered vehicles through the use of diesel engine emission control technologies.

**1.38 EQUAL(S):** Any deviation from the Specification which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is recognized and accepted as substantially equal to the first listed manufacturer or first listed procedure specified after review by the Architect/Engineer, and may be rejected or approved at the sole discretion of the Owner. All equals must be substantially equivalent to the first manufacturer or first procedure listed in the Specifications with reference to all of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, rating, and cost. The equal does not constitute a modification in the scope of Work, the Schedule, or Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

**1.39 FINAL INSPECTION:** Review of the Work by the Architect or Engineer and Owner to determine whether Acceptance of the Work has been achieved.

**1.40 FINAL PAYMENT:** The last payment made by the Owner to the CMR, made after notice of the Acceptance of the Work. Payment shall include the entire unpaid balance of the Contract Sum as adjusted by modifications.

**1.41 FUNCTIONAL COMPLETION:** Functional Completion is when all remaining TAB (Testing, Adjusting, Balancing) and Commissioning responsibilities of the CMR and their subcontractors (except for Seasonal and/or Approved Deferred Functional Performance Testing and controls training), have been functionally certified as complete by the Owner's Commissioning Authority (CxA) and the Certificate of Functional Completion has been issued.

**1.42 FUNCTIONAL PERFORMANCE TEST (FT) PROCESS:** A documented testing of system parameters, under actual or simulated operating conditions. Functional testing is the dynamic testing of systems (rather than just components).

**1.43 GENERAL CONDITIONS:** The part of the Contract Documents entitled "General Conditions of the Contract for Construction Manager at Risk", part of Division 00 of the Specifications.

**1.44 GENERAL REQUIREMENTS:** That part of the Contract Documents entitled General Requirements, which is Division 01, "General Requirements", of the Specifications.

**1.45 GUARANTEE:** See Warranty.

**1.46 GUARANTEED MAXIMUM PRICE (GMP):** GMP shall mean the sum of the Cost of the Work as developed by the CMR and the CMR Fee for the construction and post-construction phase work, including all sales, use and

consumer and other taxes required by law; all other fees, general conditions, bonds, required permits and insurance; tools, construction machinery, and temporary facilities required at the construction site; and all other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated in the Work. If the Owner and CMR cannot agree on a GMP, the Owner may terminate the Agreement and proceed with the construction phase through other means, including but not limited to a different CMR or different project delivery method.

**1.47 INLAND MARINE INSURANCE (TRANSPORTATION INSURANCE):** Inland marine insurance (transportation insurance) coverage for (1) property damage or destruction of an insured's property and (2) liability exposure of an insured for damage or destruction of someone else's property under his or her care, custody, or control. The insured (shipper) needs this insurance because the carrier (who can also be the insured and purchase inland marine insurance) may be found not at fault for damage to a property; or the carrier may not have any insurance or adequate insurance. Perils covered include fire, lightning, windstorm, flood, earthquake, landslide, theft, collision, derailment, overturn of the transporting vehicle, and collapse of bridges.

**1.48 LIQUIDATED DAMAGES:** A sum established in a Contract, usually as a fixed sum per Day, as the predetermined measure of damages to be paid to the Owner due to the CMR's failure to complete the Work within the Contract Time.

**1.49 LUMP SUM:** An item or category priced as a whole rather than broken down into its elements.

**1.50 MOBILE SOURCE:** A source designed or constructed to move from one location to another during normal operation except portable equipment and includes, but is not limited to, automobiles, buses, trucks, tractors, earth moving equipment, hoists, cranes, aircraft, locomotives operating on rails, vessels for transportation on water, lawnmowers, and other small home appliances.

**1.51 NON-WORKING DAYS:** All Saturdays, Sundays, **twelve (12)** Legal State Holidays, and any other Days identified in the Contract Documents or any Subcontracts held by the CMR relevant to its performance of the Work that the CMR or Subcontractors, as appropriate, are not permitted to execute the Work. The restriction of Non-Working Days may be suspended upon the approval or direction of the Commissioner.

**1.52 NOTICE TO BIDDER:** A notice contained in the Bidding Documents informing prospective Bidders of the opportunity to submit Bids and setting forth the procedures doing so.

**1.53 NOTICE TO PROCEED:** Written notice, issued by the Commissioner or the Commissioner's authorized representative, to the CMR authorizing the CMR to proceed with the Work and establishing the date for commencement of the Contract Time.

**1.54 OWNER OR DEPARTMENT:** The State of Connecticut, Department of Construction Services acting through its Commissioner or specifically authorized Department personnel or agent.

**1.55 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY INSURANCE:** Liability coverage for negligent acts of contractors and subcontractors hired by the insured. This specialized coverage is written for a specific project and protects the owner, who is responsible for actions of contractors on the project.

**1.56 OWNER'S REPRESENTATIVE:** A sole proprietor, partnership, firm, corporation or other business organization, under Contract or employed by the Owner authorized to oversee the fulfillment of the requirements of the Contract Documents.

**1.57 OVERHEAD:** Indirect costs, including but not limited to: supervision (any position over the foreman) and transportation vehicles (Including fuel) for such supervisors; communication equipment; field and home office expenses; change order coordination; as-built drawings; liability insurance; and small tools and consumables.

**1.58 PAYMENT, BOND, LABOR BOND OR MATERIAL BOND:** A bond required to be furnished by the party performing the Contract for the protection of persons supplying labor or materials in the prosecution of the work provided for in the Contract for the use of each such person, in accordance with the threshold amounts and requirements set forth in Connecticut General Statutes Section 49-41.

**1.59 PERFORMANCE BOND OR SURETY BOND:** A bond furnished by the party performing the Contract and such party's surety, ensuring performance of the work provided for in the Contract, in accordance with the threshold amounts and requirements set forth in Connecticut General Statutes Section 49-41.

**1.60 PERFORMANCE SPECIFICATION:** A description of the desired results or performance of a product, material, assembly, procedure, or a piece of equipment with criteria for identifying the standard.

**1.61 PLANS OR DRAWINGS:** All Drawings or reproductions of Drawings pertaining to the construction of the Work contemplated and its appurtenances.

**1.62 PRE-COMMISSIONING CHECKLISTS:** Installation and start-up items to be completed by the appropriate party prior to operational verification through Functional Testing.

**1.63 PROFESSIONAL LIABILITY INSURANCE: (**Errors and Omissions Insurance**):** Insurance coverage generally available to the various professions that require protection for negligent acts and/or omissions resulting in bodily injury, personal injury, and/or property damage liability to a client.

**1.64 PROJECT:** The total construction of which the Work performed under the Contract Documents may be the whole or a part.

**1.65 PROJECT ELEMENTS:** The permanent structures, site improvements and other permanent developments at the site specifically defined and specified in the Contract Documents requiring construction and services, which construction and services may constitute the whole or part of the Project.

**1.66 PROJECT MANUAL:** The set of documents assembled for the Work which includes, but is not limited to, Contract Documents, Bidding Requirements, Sample Forms, Conditions of the Contract, General Requirements, and the Specifications.

**1.67 PROPRIETARY SPECIFICATION:** A specification that describes a product, procedure, function, material, assembly, or piece of equipment by trade name and/or by naming the manufacturer(s) or manufacturer's procedure, exact model number, item, etc., of those products acceptable to the Owner.

**1.68 REQUEST FOR PROPOSALS and CMR's PROPOSAL:** The document issued by the Owner to solicit proposals for a Construction Manager at Risk for the Project and the CMR's document submitted in response to such solicitation.

**1.69 REQUEST FOR QUALIFICATIONS:** The document issued by the Owner to request submittals of qualifications by completing and submitting a Qualification Based Selection ("QBS") Booklet for evaluation by the Owner.

**1.70 RETAINAGE:** A percentage of each Application for Payment and a percentage of the total Contract Sum retained by the Owner.

**1.71 SCHEDULE:** A Critical Path Method (CPM) as required by Section 01 32 16.13 "CPM Schedules" – CMR of Division 01 "General Requirements", showing all events expected to occur and operations to be performed and indicating the Contract Time, start dates, durations and finish dates as well as Substantial Completion and Acceptance of the Work, rendered in a form permitting determination of the optimum sequence and duration of each operation.

**1.72 SCHEDULE OF VALUES:** A document furnished by the CMR to the Architect or Engineer and Owner stating the portions of the Contract Sum allocated to the various portions of the Work, which is to be used for reviewing the CMR's Applications for Payment.

**1.73 SEASONAL COMMISSIONING TESTS:** Functional Tests that are deferred until the system(s) will experience conditions closer to their intended design conditions.

**1.74 SENSITIVE RECEPTOR SITES:** Areas where concentrations of diesel emissions may be harmful to sensitive populations, including, but not limited to, hospitals, school and university buildings being occupied during a student semester, residential structures, daycare facilities, elderly housing, and convalescent facilities.

**1.75 SHOP DRAWINGS:** Drawings that illustrate construction, materials, dimensions, installation, and other pertinent information for the incorporation of an element or item into the construction as detailed Contract Documents.

**1.76 SPECIFICATIONS:** The description, provisions and other requirements pertaining to the method and manner of performing the Work and/or to the quantities and quality of materials to be furnished under the Contract.

**1.77 SUBCONTRACTOR:**
A Subcontractor is a person or entity who has a direct contract with the CMR to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

**1.78 SUB-SUBCONTRACTOR:** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

**1.79 SUBMITTALS:** Documents including, but not limited to, samples, manufacturer's data, Shop Drawing, or other such items submitted to the Owner and Architect or Engineer by the CMR for the purpose of approval or other action, as required by the Contract Documents.

**1.80 SUBSTANTIAL COMPLETION:** The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents, the determination of which shall be represented by the issuance by the Owner of a Certificate of Substantial Completion.

**1.81 SUBSTITUTION:** Any deviation from the specified requirements, which is defined as follows: A replacement for the specified material, device, procedure, equipment, etc., which is not recognized or accepted as equal to the first

manufacturer or procedure listed in the Specification after review by the Architect/Engineer, and may be rejected or approved by the Owner. The Substitution is not equal to the specified requirement in comparison to the first manufacturer or first procedure listed in the Specifications in one or more of the following areas: the substance and function considering quality, workmanship, economy of operation, durability, and suitability for purposes intended; size, cost, and rating. The Substitution constitutes a modification in the scope of Work, the Schedule, or the Architect/Engineer's design intent of the specified material, device, procedure, equipment, etc.

**1.82 SUPERINTENDENT:** The CMR's representative at the site who is responsible for continuous field supervision, coordination, in, completion of the Work, and, unless another person is designated in writing by the CMR to the Owner and the Owner's Representative, for the prevention of accidents.

**1.83 THRESHOLD LIMIT BUILDING:** Any proposed (new) structures or additions as defined by the Connecticut General Statutes Section 29-276b.

**1.84 UMBRELLA LIABILITY INSURANCE:** Umbrella liability insurance provides additional coverage when the limits of insurance on an underlying policy or several different underlying policies are exceeded. The limits provided by this policy will not respond to the loss until after some specified underlying policies limits are spent, exhausted, or otherwise not available.

**1.85 UNIT PRICE:** The monetary value stated by the Owner or the CMR, as a price per unit of measurement for materials or services as described in the Contract Documents and/or Bidding Documents.

**1.86 VALUABLE PAPER AND RECORD LOSS INSURANCE:** An "all risk" insurance coverage that covers the cost of research to reconstruct damaged records, as well as the cost of new paper and transcription. The term "valuable papers" refers to written, printed, or otherwise inscribed documents and records, including books, maps, films, drawings, abstracts, deeds, mortgages, and manuscripts.

**1.87 WARRANTY:** A written, legally enforceable assurance of specified quality or performance of a product or Work or of the duration of satisfactory performance.

**1.88 WORK:** The construction and services required by the Contract Documents, and including all labor, materials, equipment and services provided or to be provided by the CMR to fulfill the CMR's obligations. The Work may constitute the whole or a part of the Project whether on or off the site of the Project, and including all labor, materials, equipment and services provided or to be provided by Subcontractors, Sub-subcontractors, material suppliers or any other entity for whom the CMR is responsible under or pursuant to the Contract Documents.

**1.89 WORK AUTHORIZATION ORDER (WAO):** An authorization by the Owner to the CMR to perform the services and scope of work described in the WAO and for the total amount set forth in the WAO, which amount shall be factored into the GMP. The total amount shall be determined as previously bid and awarded by the CMR as part of its bidding and award of subcontracts. The services and scope of work shall be for site preparation and demolition as provided under Connecticut General Statutes Section 4b-103. A WAO shall not constitute: (i) a Notice to Proceed or the start of the Construction Phase of the CMR Agreement; (ii) the start of days to Substantial Completion or any increase in general conditions costs as set forth in the CMR Agreement; (iii) evidence of any approval or funding of the GMP.

**1.90 WORKERS COMPENSATION / EMPLOYER LIABILITY INSURANCE:** Coverage providing four types of benefits (medical care, death, disability, rehabilitation) for employee job-related injuries or diseases as a matter of right (without regard to fault).

## ARTICLE 2
## CONDITIONS OF WORK

**2.1** The CMR shall carefully examine and study the conditions under which the Work is to be performed and the site of the Work, and compare the Contract Documents with each other and to information furnished by the Owner including but not limited to the Plans and Specifications, the form of the Contract, General Conditions, Supplementary Conditions, General Requirements, Bonds and all other Contract Documents associated with the Work.

**2.2** The CMR shall report to the Owner's Representative all errors, inconsistencies or omissions discovered. The CMR shall not be liable to the Owner for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the CMR recognized such errors, inconsistencies or omission and failed to report it to the Owner's Representative. If the CMR performs any actions or construction activity knowing it involves an error, inconsistency or omission in the Contract Documents without notice to the Owner's Representative, the CMR shall assume responsibility for such performance and related costs for the correction and shall not be allowed to submit any claim related to error, inconsistencies or omission.

**2.3** The CMR shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CMR with the Contract Documents before commencing

activities. Errors, inconsistencies or omissions discovered shall be reported to the Owner's Representative at once; and it will be assumed that the CMR has been satisfied as to all requirements of the Contract Documents. Any deterrent conditions at the site of the Work which are obvious and apparent upon examination of the site but are not indicated on the Plans shall be corrected by the CMR without additional compensation.

**2.4** In performing the Work, the CMR must employ such methods or means as will not cause any interruption of or interference with the Work of any other Contractor, nor any inordinate disruption with the normal routine of the Owner, institution or Agency operating at the site.

**2.5** No claims for additional compensation will be considered when additional costs result from conditions made known to, discovered by, or which should have been discovered by, the CMR prior to Contract signing.

**2.6** All Communications from the CMR concerning proposed changes to the Contract Sum, Contract Time, or Work shall be in writing.

**2.7** The CMR shall be responsible for the performance of the Work in accordance with the Contract Documents and approved Submittals pursuant to Article 5 "Submittals, Product Data, Shop Drawings, and Samples".

## ARTICLE 3
## CORRELATION OF CONTRACT DOCUMENTS

**3.1** The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Where discrepancies or conflict occur in the Contract Documents the following order of precedence shall be utilized:

**3.1.1** Amendments and addenda shall take precedence over previously issued Contract Documents.

**3.1.2** The General Conditions take precedence over the General Requirements.

**3.1.3** The Specifications shall take precedence over the Plans.

**3.1.4** Stated dimensions shall take precedence over scaled dimensions.

**3.1.5** Large-scale detail Drawings shall take precedence over small-scale Drawings.

**3.1.6** The Schedules contained in the Contract Documents shall take precedence over other data on the Plans.

**3.2** Neither party to the Contract shall take advantage of any obvious error or apparent discrepancy in the Contract Documents. The CMR shall give immediate written notification of any error or discrepancy discovered to the Owner's Representative, who shall take the necessary actions to obtain such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner. The CMR shall then promptly proceed under the direction of the Owner and the provisions of Article 13 Compensation for Changes in the Work The CMR's failure to provide immediate notice shall mean the CMR will not be entitled to any additional compensation, either monetary or Contract Time adjustment, with respect to any discrepancy.

**3.3** Execution of the Contract by the CMR is a representation that the CMR has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**3.4** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings, shall not control the CMR in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**3.5** Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

## ARTICLE 4
## COMMENCEMENT AND PROGRESS OF WORK

**4.1** The Work shall start upon the date given in the Notice to Proceed. The CMR shall complete all the Work necessary for Final Payment, including but not limited to Substantial Completion, Contract close-out, Functional Completion, Acceptance of the Work, punchlist Work, training and submission of Record Documents, manuals, Guarantees and Warranties as stated in the Contract Documents.

**4.2** Time is of the essence with respect to the Contract Time. By executing the Contract, the CMR confirms and agrees that the Contract Time is a reasonable period to perform the Work. The CMR shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time. The CMR may, at their discretion, plan to complete the Work and achieve Substantial Completion in less time than the Contract Time.

**4.3** The CMR's early completion Schedule notwithstanding, the Owner reserves the right to order Modifications to the Work in accordance with Article 13 Compensation for Changes in the Work at any time during the Contract Time.

**4.4** The CMR shall not be entitled to costs for delay due to Owner ordered Modifications or any other circumstances for the period of time between the CMR's elected early completion and the end of the Contract Time. Such costs

include, but are not limited to, extended home office costs, field office costs, or supervisory and management costs incurred in performance of the Work. Early completion of the Work shall not merit additional compensation.

**4.5** If the CMR is delayed at any time in the progress of Work by acts of God, such as fire or flood or any action, injunction or stop order issued by any court, judge or officer of the court or any other court action beyond the Owner's control, then the Contract Time may be extended by Change Order for such reasonable time as demonstrated by the CMR's Schedule and as the Owner may determine that such event has delayed the Work. In any event, the granting of an extension of time shall be solely within the discretion of the Owner.

**4.6** Except as otherwise may be provided herein, extensions of time shall be the CMR's sole remedy for such delay. No payment or compensation of any kind shall be made to the CMR is for damages because of hindrance in the orderly progress of Work caused by the aforesaid causes.

**4.7** The CMR is acknowledges that the Contract amount includes and anticipates any and all delays, whether avoidable or unavoidable, from said orders, which may issue from any court, judge, court officer, or act of God, and that such delays shall not, under any circumstances, be construed as compensable delays.

**4.8** Any extension of the Contract Time shall be by Change Order pursuant to Article 13 Compensation for Changes in the Work.

**4.9** The CMR shall employ a competent project manager who shall represent the CMR. Communications given to the project manager shall be binding as if given to the CMR. The project manager will be employed full time on the Project and be located and assigned to the Project site during and for the duration of the Work.

**4.10** The CMR shall employ a competent Superintendent and necessary assistants who will be in attendance at the project site during the performance of the Work.

**4.11** Upon execution of the Contract, materials may be purchased. No material escalation costs will be valid or compensable unless the Owner directs, in writing, a delay in the procurement.

## ARTICLE 5
## SUBMITTALS, PRODUCT DATA, SHOP DRAWINGS, AND SAMPLES

**5.1** The CMR shall review, approve, and submit to the Owner's Representative all Submittals including but not limited to, product data, Shop Drawings, and samples, with such promptness as to cause no delay in the Work.

**5.2** Correction or approval of such Submittals, Shop Drawings, product data and samples will be made with reasonable promptness by the Architect or Engineer. Approval will be general only and shall not relieve the CMR from responsibility for errors in dimensions, for construction and field coordination of the Work or for any departure from the Contract Documents, unless such departure has received the Owner's written approval.

**5.3** No Work governed by such Shop Drawings, Schedules or samples shall be fabricated, delivered or installed until approved by the Architect or Engineer.

**5.4** No damages for delays or time extensions will be granted, even if approvals deviate from the approved Schedule.

## ARTICLE 6
## SEPARATE CONTRACTS

**6.1** The Owner reserves the right to perform Work in connection with the Contract with the Owner's own forces, or to let separate contracts relating to the Contract (Project) site or in connection with Work on adjoining sites. In such cases, the CMR shall afford such parties reasonable opportunity for storage of materials and equipment and coordinate and connect the Work with the work on adjoining sites or other Projects, and shall fully cooperate with such parties in the matter required under Article 7 Cooperation Of Trades herein.

**6.2** Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, decision of the Owner shall be final and binding to all Contractors involved, including Contractors under separate Contracts.

**6.3** The CMR shall assume all liability, financial or otherwise, in connection with this Contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience or delay which the CMR may cause other Contractors. If the CMR experiences a loss because of the presence and operations of other Contractors working adjacent to or within the limits of the same Project, then as between the Owner and the CMR, the CMR shall bear such loss.

**6.4** Insofar as possible, the CMR shall arrange the Work and shall place and dispose of the materials being used so as not to interfere with the operations of other Contractors adjacent to or within the limits of the same Project. The CMR shall join its Work with that of other Contractors in an acceptable manner, and perform the Work in proper accordance with that of the others.

**6.5** In no event shall the Owner be responsible for any claim or damages that are the result of the CMR's failure to coordinate the Work with any other Contractor or Subcontractor.

## ARTICLE 7
## COOPERATION OF TRADES

**7.1** The CMR shall be responsible for and shall control all activities of their Subcontractors. The Subcontractors shall consult and cooperate with one another. Each Subcontractor shall furnish all necessary information to other Subcontractors and shall lay out and install their own Work so as to avoid any delays or interference with the Work of others.

**7.2** Any cost or changes, cutting and/or repairing, made necessary by the failure to observe the above requirements shall be borne by the party or parties responsible for such failure or neglect or their Subcontractors' faulty Work installed.

## ARTICLE 8
## DAMAGES

**8.1** The Liquidated Damages, provided in the Bidding Documents, will be assessed at two distinct times, as follows:

**8.1.1 Liquidated Damages – Substantial Completion:** If the CMR fails to achieve Substantial Completion of the Work by the Substantial Completion Date, and such delay is not otherwise excused under this Contract, then the CMR agrees to pay to the Owner Liquidated Damages for the dollar amount specified in the Cost Proposal Form in the Request for Proposals for this Project, for each Day beyond Substantial Completion that the CMR fails to achieve Substantial Completion. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the neglect, failure, or refusal of the CMR to substantially complete the Project by the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for Liquidated Damages in this Contract, or in pursuing any relief pursuant to such provision:

**.1** the parties do not intend to set a price for the privilege not to perform;

**.2** the availability of Liquidated Damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and

**.3** the remedies available to the Owner under this Agreement are cumulative and not exclusive.

**8.1.2 Liquidated Damages – Acceptance of the Work:** If the CMR fails to complete all of the Work, as more particularly described under the Article 1 Acceptance of the Work and the Liquidated Damages Definitions herein, required for Acceptance of the Work within **ninety (90) Days** of Substantial Completion then the CMR agrees to pay to the Owner Liquidated Damages for the dollar amount specified in the CMR Cost Proposal Form in the Request for Proposals for this Project, for each Day in excess of **ninety (90) Days** beyond the Substantial Completion Date that the CMR fails achieve Acceptance of the Work. The parties to this Contract acknowledge and agree that the actual damages that are to be anticipated as a result of the failure of the CMR to complete all of the Work required for Acceptance of the Work within **ninety (90) Days** of the established Substantial Completion Date are uncertain in amount or extremely difficult to determine. Accordingly, the parties to this Contract do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this subparagraph is reasonable and an appropriate remedy and is intended to constitute compensatory damages and does not constitute a penalty of any kind. The parties understand and agree that, by including a provision for Liquidated Damages in this Contract, or in pursuing any relief pursuant to such provision:

**.1** the parties do not intend to set a price for the privilege not to perform;

**.2** the availability of Liquidated Damages may not be relied upon as a basis for argument that the Owner has an adequate remedy at law; and

**.3** the remedies available to the Owner under this Agreement are cumulative and not exclusive.

**8.2** The Liquidated Damages or any portion thereof may be waived at the sole discretion of the Commissioner.

**8.3** No payment by the Owner, either partial or final, shall be construed to waive the Owner's right to seek Liquidated Damages.

**8.4** In the event a court determines that the Contract herein is null and void for any reason, CMR agrees that CMR will not seek or pursue any lawsuit or claim for damages, including, but not limited to, claims for loss of Overhead or anticipated profits, against the Owner and the Owner shall not be liable for any damages which CMR may incur as a result of

such decision. In addition, if the court enjoins the Owner from entering into or proceeding with the Contract herein, the Owner shall not be liable for any damages arising out of or relating to the award of such Contract which CMR may have incurred as a result of the injunction.

## ARTICLE 9
## MINIMUM WAGE RATES

**9.1** In accordance with the provisions of the Connecticut General Statutes Section 31-53, the following applies:

*"The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (h) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each payday."*

**9.2** Each Contractor who is awarded a Contract on or after October 1, 2002 shall be subject to provisions of the Connecticut General Statutes, Section 31-55a "Annual Adjustments to wage rates by contractors doing state work."

No wage adjustment will be made to the Contract for any wage increase under this Article.

## ARTICLE 10
## POSTING MINIMUM WAGE RATES

**10.1** The CMR and every Subcontractor performing work for the Owner subject to Connecticut General Statutes Sections 31-53 or 31-54, shall post at conspicuous points on the site of the Contract a Schedule showing all determined wage rates for all trades and all authorized deductions, if any, from wages to be paid.

**10.2** The CMR shall maintain a monthly certified payroll~~s~~ for all persons working on the site~~.~~ to be provided to the Owner and to the Connecticut Department of Labor for its inspection.

## ARTICLE 11
## CONSTRUCTION SCHEDULES

**11.1** Unless otherwise specified in the Contract Documents, within **thirty (30) Days** from the Construction Phase Start Date, the CMR shall submit the following to the Owner for approval:

**11.1.1** A comprehensive Schedule of Submittals required by the Specifications. Said Schedule shall include Submittal dates, required approval dates and date material must be on site.

**11.1.2** The CMR shall allow a minimum of **fifteen (15) Days** for the Owner and its agents' review of Submittals. No extension of the Contract Time shall be granted for revisions and resubmission. Further, the CMR shall allow a minimum of eight weeks for testing and Acceptance of the Work by the Owner.

**11.1.3** When the Contract Documents specify a "CPM Schedule" a detailed Critical Path Method Schedule is required using software approved by the Owner and/or Owner's Representative with as many activities as necessary to make the Schedule an effective tool for planning and monitoring the progress of the Work. The CMR shall show all pertinent activities requiring coordination between trades.

**11.1.4** When the Contract Documents specify a "Construction Schedule" a detailed "CPM Schedule" is required in accordance with the requirements Section 01 32 16.13 "CPM Schedules – CMR" of Division 01 General Requirements".

**11.2** Unless otherwise specified under the Contract Documents, the CMR shall provide a monthly update of the CPM Schedule in the format required by the Owner as well as a disk of the updated Schedule and program. If, in the opinion of the Owner, the Work is falling behind Schedule, the CMR's shall submit a revised Schedule demonstrating a recovery plan to ensure Substantial Completion of the Work within the Contract Time.

**11.2.1** Requisitions for partial payment will not be processed until the CMR has complied with all of the requirements of Section 11.2.

**11.3** Overtime, increased manpower, and additional shifts: If ordered by the Owner in writing, the CMR shall work overtime, and/or add additional manpower and/or shifts:

**11.3.1** If the CMR is not behind Schedule, the Owner will pay the CMR the actual additional premium portion of the wages for overtime or additional shift work not included in the Contract price, but the CMR shall not be entitled to Overhead and Profit.

**11.3.2** If the CMR, through its sole or partial fault or neglect is behind Schedule, the Owner may order the CMR, at the CMR's expense, to increase its manpower or to work any overtime or additional shifts or take other action necessary to expedite the Work to meet the Project Schedule.

**11.3.3** If the Schedule is shown to be more than **twenty-one (21)** Days behind in any critical activity, overtime, increase manpower and/or additional shifts shall be implemented immediately regardless of who is at fault. A disagreement over the cause of the impact will not relieve the CMR from the obligation of complying with this Article. Once liability for the impact is determined, compensation will be determined in accordance with 11.3.1 or 11.3.2.

**11.3.4** The Owner reserves the right to suspend activity under Paragraph 11.3. Suspension shall be in writing and at the sole discretion of the Commissioner.

## ARTICLE 12
## PREFERENCE IN EMPLOYMENT

**12.1** Should this Contract be for the construction or repair of any building, then in the employment of labor to perform the Work specified herein, preference shall be given to citizens of the United States in the following order:

**12.1.1** who are, and continuously for at least three (3) months prior to the date hereof have been residents of the labor market area, as established by the State of Connecticut Labor Commissioner in which such Work is to be done;

**12.1.2** to citizens who have continuously resided in the county in which the Work is to be performed for at least **three (3)** months prior to the date hereof;

**12.1.3** to citizens of the state who have continuously resided in the State at least **three (3) months** prior to the date hereof.

**12.2** Should this Contract be for a public woks project other than for the construction, remodeling or repairing of public buildings covered by Connecticut General Statutes 31-52, then in the employment of mechanics, laborers or workmen to perform the Work specified herein, preference will be given to residents of the state who are, and continuously for at least **six (6) months** prior to the date hereof have been residents; of this State; If no such person is available then to residents of other states.

**12.3** The provisions of this Article shall not apply where the state or any subdivision thereof may suffer the loss of revenue granted or to be granted from any Agency or Department of the federal government as a result of this Article or regulations related thereto.

## ARTICLE 13
## COMPENSATION FOR CHANGES IN THE WORK

**13.1** At any time, without invalidating the Contract and by a written order and without notice to the sureties, the Owner, through the Owner's Representative, may order modifications in the Work consisting of additions, deletions or other revisions.

**13.2** Modifications to the Work will be authorized by a written Change Order, or if necessary to expedite the Work, a written Construction Change Directive, issued by the Owner as provided for in Article 25 "All Work Subject to Control of the Commissioner". Change Orders and Construction Change Directives shall be processed in accordance with the terms of the Contract Documents. Upon receipt of the written Change Order, the CMR shall proceed with the Work when and as directed.

**13.3** If a Change Order makes the Work less expensive for the CMR, the proper deductions shall be made from the Contract Sum, said deductions to be computed in accordance with the provisions listed in this Article 13. When both additions and credits covering related Work are involved in a change, the allowance for overhead and profit for the Subcontractors shall be calculated on the basis of the net increase, if any, with respect to that change. In the event a Change Order results in a net decrease, the amount of the credit from the Subcontractor shall be the actual net cost, without any overhead and profit percentage.

**13.4** The CMR shall not be entitled to an extension of time if in the opinion of the Owner the Additional Work in conjunction with the Work can be performed without impact on the Contract Time.

**13.5** The CMR may request, and the Owner may grant additional Contract Time when, in the opinion of the Owner, the CMR has demonstrated that the Additional Work cannot be performed in conjunction with the Work without impact on the original Substantial Completion and/or Acceptance of the Work (if applicable) date.

**13.6** The CMR's compensation for any Additional or Deleted Work that results in a Change Order is limited to the CMR's fee as set forth in Article 5 "Compensation For Construction Phase Services" of the CMR Agreement. The CMR shall not be entitled to any overhead and profit percentages or any additional Construction Phase Services Costs except that if a Change Order results in an increase in the overall Days provided under the CMR Agreement, or if a Change Order requires additional resources from the CMR, the CMR may receive, upon prior review and approval by the Owner, additional Construction Phase Services Costs based upon a construction rate schedule previously approved by the Owner plus necessary, reasonable and verified costs.

**13.7** In the event a Change Order results in Deleted Work as described in Article 14, "Deleted Work" herein, the CMR shall not be permitted to retain its fee for such Deleted Work.

**13.8** The CMR's proposal for a Change in the Work shall be itemized completely, submitted in a detailed format acceptable to the Owner and shall include itemized cost components to be determined in one of the following manners:

**13.8.1 Unit Price:** As stated in the Contract Documents.

**13.8.2 Unit Price:** As subsequently agreed upon by the CMR and Owner.

**13.8.3 Lump Sum:** Agreed upon sum by the Owner and the CMR. The Owner may rely on costs, prices, and documentation provided by the CMR or Subcontractor in agreeing to a Lump Sum. If the Owner believes that additional information is necessary to substantiate the accuracy of the cost, the Owner reserves the right to request and receive additional information from the CMR. The Lump Sum must be based upon the following itemized costs:

**.1** **Labor:** (Subcontractor's own forces) No Change Order Proposal shall be negotiated if the request is solely for the increased labor rate over those originally carried by the Subcontractor in its original bid. Additional foreman hours shall not be included unless additional crews are added and/or a compensable time extension is granted. Subcontractor's Project Executive time shall not be included as a direct cost as it is part of the overhead mark-up allowed. Subcontractor's Project Manager hours shall not be included unless a compensable time extension is granted.

**.2** **Material:** (Actual cost to the Subcontractor) Cost shall not be based upon list pricing unless it reflects the actual prices being paid and no discounts or other offsets are being received by the Subcontractor. No Change Order Proposal shall be negotiated if the request is solely for the escalation of material prices over those originally carried by the Subcontractor in its original bid. If a trade discount by the actual supplier is available to the CMR or Subcontractor, it shall be credited to the State. If the materials are obtained from a supply or source owned wholly or in part by the CMR or Subcontractor, payment therefor will not exceed the current wholesale price for such materials. If, in the opinion of the State, the cost of materials is excessive, or if the CMR or Subcontractor fails to furnish satisfactory evidence of the cost from the actual suppliers thereof, then in either case the cost of the materials shall be deemed to be the lowest wholesale price at which similar materials are available in the quantities required at the time they were needed. The State reserve the right to furnish such materials as they deem advisable, and the CMR and Subcontractor shall have no claim for costs or profits on material furnished by the State.

**13.8.4 Rented Equipment:** (Used directly on the Work and by the Subcontractor's own forces).

**13. 8.5 Owned Equipment:** (Used directly on the Work and by the Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service.

**13.8.6 Small Tools:**
Include items such as shovels, picks, rakes, ladders, and power tools which are expected to be utilized on a project. Trade related equipment, hand tools, and power tools normally supplied with the labor or are normally expected to be owned in the performance of the typical work for a trade are not compensable. These costs shall not be approved as part of the Direct Cost of a Change Order as they are included in the Subcontractor's overhead mark-up percentage.

**13.9** The amount of compensation to be paid for any Additional or Deleted Work performed by a Subcontractor or a Sub-subcontractor that results in a Change Order shall be determined as follows:

**13.9.1 Overhead And Profit Percentages:** (Maximum allowable percentages for the performance of the changed Work) Subcontractor's mark-up for Work performed by its own forces:

| Change Order Amount | Overhead and Profit |
|---|---|
| $0 to $ 5,000 | 20% |
| $5,001 to $15,000 | 17% |
| $15,001 to $25,000 | 15% |
| $25,000 and greater | 12% |

**13.9.2 Overhead And Profit Percentages:** (Maximum allowable percentages for the performance of the changed Work).

**.1** Subcontractor's mark-up for Work performed by its Sub-subcontractor's forces and not allowable for any subsidiary in which the Subcontractor has a majority ownership:

| Change Order Amount | Overhead and Profit |
|---|---|
| $0 and greater | 6% |

**.2** The Owner does not recognize any Overhead and Profit Percentage Markups on any changed Work performed by a Sub-subcontractor.

**13.10 Bond Costs:**

**13.10.1** Actual additional bonding costs associated with the value of the Change Order will be compensable only when supported by written documentation by the bonding company that the Change Order requires an increase to the original Performance, Payment, Labor or Material Bond.

**13.10.2** The CMR shall notify the bonding company at each $500,000 increase to the contract value as the cumulative result of change orders. A copy of the Consent of Surety must be provided to the Owner prior to the execution of any change order which exceeds each cumulative **$500,000**.

**13.11** Trade discounts, rebates, and amounts received from the sales by the CMR of surplus materials and equipment shall accrue to the Owner.

**13.12** If the parties cannot agree upon a Lump Sum, then the Commissioner, through the Project Manager, may at the option of the Commissioner take the following action(s):

**13.12.1** Issue a Construction Change Directive for the Additional or Deleted Work. The amount of compensation shall be computed by the actual net costs to the CMR determined by time and material or Unit Prices based upon the same information required in Subparagraphs 13.12.1.1 through 13.12.1.5:

**.1** **Labor:** (Subcontractor's own forces).

**.2** **Material:** (Used by Sub- contractor's own forces).

**.3** **Benefits:** (The established rates of the following benefit costs inherent to the particular labor involved):

**.1** Workers Compensation;

**.2** Federal Social Security;

**.3** Connecticut Unemployment Compensation.

**.4** Fringe Benefits.

**.4** **Rented Equipment:** (Used directly on the Work and by the Subcontractor's own forces).

**.5** **Owned Equipment:** (Used directly on the Work and by the Subcontractor's own forces). Daily rate is not to exceed 3% of the monthly rental rate that can be identified by a nationally recognized construction cost estimating guide or service.

**13. 12.2** Issue a Change Order adjusting the Contract Sum in the amount as determined by the Commissioner.

**13.13** For any Change Order or Construction Change Directive the CMR shall, when requested, promptly furnish in a form satisfactory to the Owner's Representative and the Owner a complete detailed accounting of all costs relating to the Additional Work, including but not limited to certified payrolls and copies of accounts, bills and vouchers to substantiate actual costs. Further, the Owner reserves the right to access and make copies of the CMR's records at any time upon written request from the Commissioner.

**13.14** Failure of the CMR to negotiate in good faith issues of time and costs or failure to provide requested documentation within **fourteen (14) Days**, or a time period accepted by the Commissioner, shall constitute a waiver by the CMR of any claim. In such cases the Owner may elect to issue a unilateral Change Order in an amount deemed to be fair and equitable by the Commissioner. The provisions hereof shall not affect the power of the CMR to act in case of emergency, threatened injury to persons, or damage to Work on any adjoining property. In this case the Owner, through the Project Manager, shall issue a Change Order for such amount as the Commissioner finds to be reasonable cost of such Work.

## ARTICLE 14
## DELETED WORK

**14.1** Without invalidating any of the terms of the Contract, the Commissioner may order deleted from the Contract any items or portions of the Work deemed necessary by the Commissioner.

**14.2** The compensation to be deducted from the Contract Sum for such deletions shall be determined in the manner provided for under the provisions of Article 13 Compensation For Changes In The Work or in the event none of the provisions of Article 13 Compensation For Changes In The Work are applicable then by the value as estimated by the Owner.

## ARTICLE 15
## MATERIALS: STANDARDS

**15.1** Unless otherwise specifically provided for in the Specifications, all equipment, materials and articles incorporated in the Work are to be new and of the best grade of their respective kinds for the purposes. Wherever in the Contract Documents a particular brand, make of material, device, or equipment is shown or specified, the first manufacturer listed in the specification section is to be regarded as the standard. When the specification is proprietary and only one manufacturer is listed, the CMR shall use the named manufacturer and no Substitutions or Equals will be allowed.

**15.2** Any other brand, make of material, device, equipment, procedure, etc. which is a deviation from the specified requirement is prohibited from use, but may be considered by the Owner for approval as an Equal or Substitution. The CMR is to adhere to the specific requirements of the Contract Documents. Substitutions are discouraged and are only approved by the Commissioner as an exception.

**15.3 Submittals – Equals and Substitution Requests:**

**15.3.1** Substitution of Materials and Equipment before the opening of the bids for the Project Elements. The Owner will consider requests for Equals or Substitutions, if made prior to the receipt of the Bid(s). The information on all materials shall be consistent with the information herein.

**.1 Statement of Variances:** A statement of variances must list all features of the proposed Substitution which differ from the Drawings, Specifications and/or product(s) specified and must further certify that the Substitution has no other variant features. A request will be denied if submitted without sufficient evidence.

**.2 Substitution Denial:** Any Substitution request not complying with the above requirements will be denied. Substitution request sent after the deadline established in the Notice to Bidder will be denied.

**.3 Addendum:** An addendum shall be issued to inform all prospective Bidders of any accepted Substitution in accordance with Owner's addenda procedures.

**15.3.2 Substitution of Materials and Equipment After GMP Agreement Date:** Subject to the Architect or Engineer's determination, if the material or equipment is Equal to the one specified or pre-qualified and the CT DCS Project Manager's approval of such determination, Substitution of Material or Equipment may be allowed after the GMP Agreement Date only:

**.1** If the specified or pre-qualified item is delayed by unforeseeable contingencies beyond the control of the CMR which would cause a delay in the Project completion;

**.2** If any specified or pre-qualified item is found to be unusable or unavailable due to a change by the manufacturer or other circumstances; or

**.3** If the CMR desires to provide a more recently developed material, equipment, or manufactured model from the same named manufacturer than the one specified or pre-qualified; or

**.4** If the specified material and/or equipment inadvertently lists only a single manufacturer.

**15.4** The CMR shall submit each request for Equal or Substitution to the Architect or Engineer who shall review each request and make the following recommendations to the Owner:

**15.4.1** Acceptance of the Work or non-acceptance of the adequacy of the submission and required back-up,

**15.4.2** Determination of the category of the request for Substitution or Equal, and

**15.4.3** Overall recommendation for approval or rejection of the Substitution or Equal. The determination of the category as a Substitution may be grounds for an immediate rejection by the Owner.

**15.5** Approval of the Owner for each Equal or Substitution shall be obtained before the CMR proceeds with the Work. The decision of the Commissioner, in this regard, shall be final and binding on the CMR.

**15.6** No extension of time will be allowed for the time period required for consideration of any Substitution or Equal. No extension of time will be allowed and no responsibility will be assumed by the Owner when the CMR submits a request for Substitution or Equal, whether such request be approved or denied, and the CMR shall not be entitled to any claim for damages for delay.

**15.7** If the CMR submits any request for an Equal or a Substitution, then ~~he~~ it shall bear the burden of proof that such requested Equal or Substitution meets the requirements of the Plans and Specifications.

**15.8** The CMR shall purchase no materials or supplies for the Work which are subject to any chattel mortgage or which are under a conditional sale or other agreement by which an interest is retained by the seller. The CMR warrants that the CMR has good title to all materials and supplies used by it or any of its Subcontractors in the Work.

**15.9** All products and systems supplied to the State as a result of a purchase by a CMR or any of its Subcontractors shall be certified that, to the best of the supplier's knowledge, there are no materials that are classified as hazardous materials being used within the assembly. Hazardous materials include, but are not limited to, products such as asbestos, lead, and other materials that have proven to cause a health risk by their presence.

## ARTICLE 16
## INSPECTION AND TESTS

**16.1** The purpose of the inspections will be to assure that the Work is performed in accordance with the Contract Documents. These inspections shall include, but not be limited to, all inspections and testing as required by the Owner, and any authorities have jurisdiction.

**16.2** All material and workmanship, if not otherwise designated by the Specifications, shall be subject to inspection, examination and testing by the Commissioner at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction is carried on. The Contract Documents additionally identify the parties responsible for performing and paying for the required testing and inspections. All required tests performed in a laboratory will be obtained and paid for by the Owner, except when the tests show the Work to be defective. The CMR shall pay all costs associated with re-tests and re-inspections for all tests and inspections which fail. The Owner will issue a deduct Change Order to recover said retesting costs from the CMR. All other tests, unless otherwise specified, shall be made at the CMR's expense. Notice of the time of all tests to be made at the site shall be given to all interested parties, including the Owner.

**16.3** Without additional cost to the Owner, the CMR shall promptly furnish facilities, labor and materials necessary to coordinate and perform operational tests and checkout of the Work. The CMR shall furnish promptly all reasonable facilities, labor, and materials necessary to make all such testing safe and convenient.

**16.4** If, at any time before final payment and Acceptance of the Work, the Commissioner considers it necessary or advisable to examine of any portion of the Work already completed by removing or tearing out the same, the CMR shall, upon request, furnish promptly all necessary facilities, labor, and materials. If such Work is found to be defective in any material respect, as determined by the Owner, because of a fault of the CMR or any of the CMR or any of its Subcontractors, or if any Work shall have been covered without the approval or consent of the Commissioner (whether or not it is found to be defective), the CMR shall be liable for testing costs and all costs of correction, including removal and/or demolition of the defective Work. Such costs shall include labor, material, testing, re-testing, re-inspecting, services of required consultants, additional supervision, the Commissioner's and the Owner's Representative's administrative costs, and other costs for services of other consultants.

**16.5** **Cost of Commissioning (Cx) Retesting:** The cost to retest a pre-functional or Functional Test, if the CMR is responsible for the deficiency, shall be the CMR's. If the CMR is not responsible, any cost recovery for retesting costs shall be negotiated with the CMR.

**16.5.1** For a deficiency identified, not related to any pre-functional checklist or start-up fault, the following shall apply: The Commissioning Agent (CxA) and Owner's Representative will direct the retesting of the equipment once at no "charge" to the CMR for their time. However, the Commissioning Agent (CxA) and Owner's Representative's time for additional testing will be charged to the CMR.

**16.5.2** The time for the Commissioning Agent (CxA) and Owner's Representative to direct any retesting required because a specific pre-functional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back charged to the CMR.

**16.5.3** Any required retesting by any Subcontractor shall not be considered a justified reason for a claim of delay or for a time extension by the CMR.

## ARTICLE 17
## ROYALTIES AND PATENTS

**17.1** If the CMR desires to use any design, device, material or process covered by a patent or copyright, the CMR shall provide for such use by suitable legal agreement with the holder of said patent or copyright. The CMR shall furnish a copy of this legal agreement to the Owner.

**17.2** The CMR shall indemnify and hold harmless the Owner and Owner's Representative for any costs, expenses and damage which it may be obliged to pay by reason of any infringement of a patent or a copyright, at any time during the prosecution or after the Final payment of the Work.

## ARTICLE 18
## SURVEYS, PERMITS, AND REGULATIONS

**18.1** Unless otherwise provided for, the CMR shall furnish surveys necessary for the execution of the Work. The Owner will furnish the CMR with two base lines and a benchmark.

**18.2** Other than the "Building Permit" the CMR shall obtain and pay for all permits and licenses required for the execution of the Work, and the occupancy and use of the completed Work.

**18.3** The CMR shall give all notices and comply with all laws, ordinances, rules and regulations including building and fire safety codes relating to the performance of the Work.

**18.4** If underground utilities may be involved in part of the Work the CMR is required to request "Call-Before-You-Dig" to verify the location of underground utilities at least **five (5)** Days prior to the start of any excavation. The CMR shall also notify the Owner and Agency at least **five (5)** Days prior to the start of any excavation. If "Call-Before-You-Dig" fails or refuses to respond to the CMR's request, then the CMR shall obtain the services of a qualified underground utility locating firm, at no

additional cost to the Owner, to verify locations of underground utilities prior to the start of any excavation. The CMR shall be held responsible for providing safety, protecting the Work and protecting workers as necessary to perform the Work. The CMR shall be responsible for maintaining and protecting all original utility mark-out at no additional cost to the Owner.

## ARTICLE 19
## PROTECTION OF THE WORK, PERSONS AND PROPERTY

**19.1** The CMR shall continuously and adequately protect the Work against damage from any cause, and shall protect materials and supplies furnished by the CMR or Subcontractors, whether or not incorporated in the Work, and shall make good any damage unless it be due directly to errors in the Contract Documents or is caused by agents or employees of the Owner.

**19.2** To the extent required by law, by public authority, or made necessary in order to safeguard the health and welfare of the personnel or occupants of any of the state institutions, the CMR shall adequately protect adjacent property and persons, and provide and maintain all facilities, including but not limited, to passageways, guard fences, lights, and barricades necessary for such protection.

**19.3** The CMR shall take all necessary precautions for the safety of employees on the Work and shall comply with applicable provisions of federal and state safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. The CMR shall also comply with the applicable provisions of the Associated General Contractors' "Manual of Accident Prevention in Construction", the standards of the Connecticut Department of Labor Occupational Safety and Health (CONN-OSHA). A Subcontractor shall also comply with the provisions of the CMR's own safety plan and comply with whichever of the above-mentioned standards are the most stringent.

**19.4** The CMR shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of employees of the State and the public, and shall post danger signs warning against any dangerous condition or hazard created by such things as protruding nails, well holes, elevator hatchways, scaffolding, window openings, excavations, tripping hazards or slipping, stairways and falling materials.

**19.5** The CMR shall designate a qualified and responsible on-site staff person, whose duty shall be the prevention of accidents. The name and position of the designated person shall be reported to the Owner by the CMR at the commencement of the Contract.

**19.6** The CMR shall at all times protect excavations, trenches, buildings, and all items of Work from damage by rain, water from melted snow or ice, surface water run off and subsurface water usual for the vicinity at the time of operations; and provide all pumps and equipment and enclosures to insure such protection.

**19.7** The CMR shall construct and maintain all necessary temporary drainage and provide all pumping necessary to keep excavation, basements, footings and foundations free of water.

**19.8** The CMR shall remove all snow and ice as may be required for access to the site and proper protection and prosecution of the Work.

**19.9** The CMR shall install bracing, shoring, sheathing, sheet piling, caissons and any other underground facilities as required for safety and proper execution of the Work, and shall remove this portion of the Work when no longer necessary.

**19.10** During cold weather the CMR shall protect all Work from damage. If low temperature makes it impossible to continue operations safely in spite of cold weather precautions, the CMR may cease Work upon the written approval of the Commissioner.

## ARTICLE 20
## TEMPORARY UTILITIES

**20.1** Unless expressly provided for otherwise in Contract Documents, the CMR shall include in its proposed Construction Phase Services Costs, as stated in its Total Cost Proposal on its CMR Cost Proposal Form, the costs of all temporary utilities required for Project completion and protection of the Work. Said temporary utilities include, but are not limited to, lighting, heating, cooling, electrical power, water, telephone, sanitary facilities, and potable water.

## ARTICLE 21
## CORRECTION OF WORK

**21.1** The CMR shall promptly and without expense to the Owner remove from the premises all materials rejected by or unacceptable to the Commissioner as failing to conform to the Contract Documents, whether incorporated in the Work or not.

**21.2** The CMR shall promptly and without expense to the Owner replace any such materials, which do not conform to the Contract Documents, and shall bear the expense of making good all Work of other Subcontractors or Sub-

subcontractors destroyed or damaged by such removal or replacement.

**21.3** If the CMR, after receipt of notice from the Owner, shall fail to remove such rejected or unacceptable materials within a reasonable time as fixed in said notice, the Owner may remove and store such materials at the expense of the CMR.

**21.4** Such action shall not affect the obligation of the CMR to replace and complete assembly and installation of the Work and to bear the expenses referred to above. Prior to the correction of rejected or unacceptable Work or if the Commissioner deems it inexpedient or undesirable to correct any portion of the Work which was rejected, deemed unacceptable, or not done in accordance with the Contract Documents, the Contract Sum shall be reduced by such amount as, in the judgment of the Commissioner, shall be equitable.

**21.5** No extension of time will be given to the CMR for correction of rejected or unacceptable Work. All significant punchlist Work shall be completed before Substantial Completion is determined. The remaining minor punchlist Work, as determined by the Commissioner, shall be completed within **ninety (90)** Days of established Substantial Completion date.

**21.6** Final Payment shall not relieve the CMR of responsibility for the defects in material or workmanship.

**21.7** Unless expressly provided for otherwise in the Contract Documents, the CMR shall remedy any rejected or unacceptable Work, and any Work found to be not conforming to the Contract Documents which is discovered within **eighteen (18)** Months after the date of Substantial Completion. The CMR shall pay for any damage to other Work caused by such nonconforming Work or any damage created in correcting the nonconforming Work.

## ARTICLE 22
## GUARANTEES and WARRANTIES

**22.1** Unless expressly provided for otherwise in the Contract Documents, the CMR shall provide a Warranty on the Work for an **eighteen (18)** Month period from the date of Substantial Completion. The CMR shall warrant that the equipment, materials and workmanship are of good quality and new, unless permitted elsewhere by the Contract Documents, and that the Work shall be free from defects not inherent in the quality required or permitted and that the Work conforms to the Contract Documents.

**22.2** Disclaimers and limitations from manufacturers, Subcontractors, Sub-subcontractors, suppliers or installers to the CMR shall not relieve the CMR of the Warranty on the Work. The Contract Documents detail the related damages, reinstatement of Warranty, replacement cost and Owner's recourse.

## ARTICLE 23
## CUTTING, FITTING, PATCHING, AND DIGGING

**23.1** The CMR will perform or will cause the Subcontractors to perform all cutting, fitting, or patching of the portion(s) of the Work that may be required to make the several parts thereof joined and coordinated in a manner satisfactory to the Commissioner and in accordance with the Plans and Specifications.

**23.2** The responsibility for defective or ill-timed Work shall be with the CMR, but such responsibility shall not in any way relieve the Subcontractor who performed such Work. Except with the consent of the Commissioner, neither the CMR nor any of its Subcontractors shall cut or alter the Work of any other Contractor or Subcontractor.

## ARTICLE 24
## CLEANING UP AND
## CONSTRUCTION WASTE MANAGEMENT

**24.1** The CMR shall, on a daily basis, keep the premises free from accumulations of construction waste material and/or rubbish.

**24.2** **Construction Waste Management:** The CMR shall comply with all of the requirements of Section 01 74 19 "Construction Waste Management & Disposal – CMR", Division 01 "General Requirements", for the Project's waste management goals, waste management plan and waste management plan implementation and required submittals.

**24.3** Prior to Acceptance of the Work, the CMR shall remove from and about the site of the Work, all construction waste, rubbish, all temporary structures, tools, scaffolding, and surplus materials, supplies, and equipment which may have been used in the performance of the Work. If the Commissioner in his sole discretion determines that the CMR has failed to clean the work site, the Owner may remove the construction waste, rubbish, all temporary structures, tools, scaffolding, and surplus materials, supplies, and equipment and charge the cost of such removal to the CMR. A deduct Change Order will be issued by the Owner to recover such cost.

## ARTICLE 25
## ALL WORK SUBJECT TO CONTROL OF THE COMMISSIONER

**25.1** The Commissioner hereby declares that the CT DCS Project Manager is the Commissioner's only authorized representative to act in matters involving the Owner's, and/or Architect's or Engineer's, ability to revoke, alter, enlarge or relax any requirement of the Contract Documents; to settle disputes between the CMR and the Owner's Representative; and act on behalf of the Commissioner. In all such matters, the provisions of Articles 13 "Compensation for Changes in the Work" and 14 Deleted Work herein shall guide the CT DCS Project Manager.

**25.2** In no event may the CMR act on any instruction of the Agency without written consent of the Owner. In the event the CMR acts without such consent, it does so at its own risk and at its own expense, not only for the Work performed, but for the removal of such Work as determined necessary by the Commissioner.

**25.3** In the performance of the Work, the CMR shall abide by all orders, directions, and requirements of the Commissioner at such time and places and by such methods and in such manner and sequence as the Commissioner may require.

**25.4** The Commissioner shall determine the amount, quality, acceptability and fitness of all parts of the Work, shall interpret the plans, Specifications, Contract Documents and extra work orders and shall decide all other questions in connection with the Work.

**25.5** The CMR shall employ no plant, equipment, materials, methods, or persons to which the Commissioner objects and shall remove no plant materials, equipment, or other facilities from the site of the Work without the permission of the Commissioner. Upon request, the Commissioner shall confirm in writing any oral order, direction, requirement or determination.

**25.6** In accordance with Section 4b-24 of the Connecticut General Statutes, the Public Auditors of the State of Connecticut and the auditors or accountants of the Commissioner of Construction Services shall have the right to audit and make copies of the books of any CMR employed by the Commissioner.

## ARTICLE 26
## AUTHORITY OF THE OWNER'S REPRESENTATIVE

**26.1** The Owner's Representative employed by the Commissioner is authorized to inspect all Work for conformance to the Contract Documents. The Owner's Representative is authorized to reject all Work found to be defective, unacceptable and nonconforming to the Contract Documents. Such inspections and rejections may extend to all or any part of the Work, and to the preparation or manufacture of the material to be used.

**26.2** The Owner's Representative is not empowered to revoke, alter, enlarge, or relax any requirements of the Contract Documents, or to issue instructions contrary to the Contract Documents. The Owner's Representative shall in no case act as foreman or perform other duties for the CMR, nor shall the Owner's Representative interfere with the management of the Work by the CMR. Any advice, which the Owner's Representative may give the CMR, shall in no way be construed as binding the Commissioner or Owner in any way, nor releasing the CMR from the fulfillment of the terms of the Contract.

**26.3** In any dispute arising between the CMR and the Owner's Representative with reference to inspection and rejection of the Work, the Owner's Representative may suspend Work on the non-compliant portion of the Work until the dispute can be referred to and decided by the Commissioner, which includes the CMR.

## ARTICLE 27
## SCHEDULE OF VALUES, APPLICATION FOR PAYMENT

**27.1** Immediately after the signing of the Contract, the CMR shall furnish for the use of the Commissioner, as a basis for estimating partial payments, a certified Schedule of Values, totaling the Contract Sum and broken down into quantities and unit costs, as outlined in the Contract Documents and as directed by the Owner. The Schedule of Values must reflect true costs and be in sufficient detail to be an effective tool for monitoring the progress of the Work Upon request of the Commissioner; the CMR shall supply copies of signed Contracts, vendor quotations, etc. as back up to the Schedule of Values.

**27.2** Approval of the Schedule of Values by the Commissioner is required prior to any payment by the Owner.

**27.3** The Schedule of Values shall include a breakdown of the CMR's Construction Phase Services Costs.

**27.3.1** Non-recurring costs, (i.e. Mobilization costs, utility hook-ups, temporary heat) will be paid at the time of occurrence.

**27.3.2** Reoccurring costs will be paid in proportion to the percent of completion of the Project.

**27.3.3** Further detail can be found in the Division 01 General Requirements, Section 01 29 76 "Progress Payment Procedures – CMR" ; Subsection 1.3 Schedule Of Values for this project.

**27.4** The Schedule of Values shall include a breakdown of Contract closeout costs including Commissioning Testing and Certification and Acceptance, training, Warranties, Guarantees, As-Built Drawings and attic stock.

**27.5** The CMR shall make periodic applications for payment, which shall be subdivided into categories

corresponding with the approved Schedule of Values and shall be in such numbers of copies as may be designated by the Commissioner.

## ARTICLE 28
## PROGRESS PAYMENTS

**28.1** Commissioner will examine the CMR's Applications For Payments to determine, in the opinion of the Commissioner, the amounts that properly represent the value of the Work completed and the materials suitably stored on the site.

**28.2** In making such Application For Payment for the Work, there shall be withheld **seven** and **five tenths (7.5%) percent** of the amount of each Application for Payment to be retained by the Owner as Retainage until Acceptance of the Work.

**28.2.1** The Commissioner has the sole discretion in the determination of reduction in Retainage, including retainage on a Subcontractor. The following criteria shall be utilized in the reduction of Retainage withheld on a per Subcontractor package basis:

**.1** At **fifty percent (50%)** completion of the Work the Owner shall issue a "Contractor's Performance Evaluation". If the CMR receives a performance evaluation score of "Good" or better, then the Retainage withheld may be reduced to **five percent (5%)**. All subsequent Applications for Payment shall be subject to **five percent (5%)** Retainage. Upon Substantial Completion, the Retainage may be reduced at the request of the CMR and recommendation of the CT DCS Project Manager. In the event of a reduction in Retainage to below **five percent (5%)**, the minimum Retainage withheld shall not be less than the CT DCS Project Manager's estimate of the remaining Work or **two** and **five tenths percent (2.5%)**, which ever is greater. All requests for Retainage Reduction shall be done on CT DCS CMR Retainage Reduction Request Form, a Sample which can be found at the end of these General Conditions.

**28.2.2** Subsequent to Substantial Completion, in limited circumstances, at the sole discretion of the Commissioner, a reduction of Retainage below Two and **five tenths percent (2.5%)** may be considered.

**28.2.3** A "Good" Contractor's Performance Evaluation score shall be defined as a minimum total score of **sixty percent (60%)**.

**28.3** The decision of the Commissioner to reduce the Retainage rate will be based upon the "Contractor's Performance Evaluation" score for completed portions of the Work as set out above and other factors that the Commissioner may find appropriate as follows:

**28.3.1** The CMR's timely submission of an appropriate and complete CPM Schedule or Construction Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or Architect's or Engineer's comments on the submitted material resulting in an appropriate basis for progress of the Work.

**28.3.2** The CMR's timely and proper submission of all Contract Document required submissions: including, but not limited to, Shop Drawings, material certificates and material samples and the prompt resolution of the Owners and/or Architect's or Engineer's comments on the submitted material, resulting in an appropriate progress of the Work.

**28.3.3** The CMR's provision of proper and adequate supervision and home office support of the Project.

**28.3.4** The Work completed to date has been installed or finished in a manner acceptable to the Owner.

**28.3.5** The progress of the Work is consistent with the approved CPM Schedule.

**28.3.6** All approved credit change orders have been invoiced.

**28.3.7** All Change Order requests for pricing are current.

**28.3.8** The CMR has and is maintaining a clean worksite and managing construction waste in accordance with the Contract Documents.

**28.3.9** All Subcontractor payments are current at the time of reduction request.

**28.3.10** CMR is compliant with set-aside provisions of the contract.

**28.4** No payments will be made for improperly stored or protected materials or unacceptable Work.

**28.5** At his or her sole discretion, the Commissioner may allow to be included in the monthly requisitions payment requests for materials and equipment stored off the site.

**28.5.1** In the event of special circumstances, and only when approved by the Commissioner, the CMR shall be allowed to include in its requisitions payment requests for materials and equipment suitably stored off the site~~.~~, The CMR shall submit an Off-Site Storage Authorization Request, on a form required by the Owner, that lists all additional bonds and/or insurance certificates relating to materials and equipment suitably stored off-site, and follow all

procedures as may be required by the State to obtain the Commissioner's written approval of such Off-Site Storage requests.

**28.5.2** The Architect or Engineer, or Owner's Representative shall have inspected said materials and equipment and recommended payment therefore. The CMR shall pay for the cost of the Architect's or Engineer's, or Owner's Representative's time and expense in performing these inspection services.

## ARTICLE 29
## DELIVERY OF STATEMENT SHOWING AMOUNTS DUE FOR WAGES, MATERIALS, AND SUPPLIES

**29.1** For each Application for Payment under this Contract, the Owner reserves the right to require the CMR and every Subcontractor to submit a written verified statement, in a form satisfactory to the Owner, showing in detail all amounts then due and unpaid by such CMR or Subcontractor for daily or weekly wages to all laborers employed by it for the performance of the Work or to other persons for materials, equipment or supplies delivered at the site.

**29.2** The term "laborers" as used herein shall include workmen, workwomen, and mechanics.

**29.3** Failure to comply with this requirement may result in the Owner withholding the Application for Payment pursuant to Article 28 Progress Payments.

## ARTICLE 30
## SUBSTANTIAL COMPLETION, FUNCTIONAL COMPLETION, AND ACCEPTANCE OF THE WORK

**30.1 Substantial Completion:**

**30.1.1** When the CMR considers that the Work or a portion thereof is Substantially Complete, except for Functional Testing and controls training, the CMR shall request an inspection of said Work in writing to the Owner's Representative. The request shall certify that the CMR has completed its own inspection prior to the request and that the CMR is compliant with all requirements of 01 77 00 "Closeout Procedures – CMR", Division 01 General Requirements. The request must also include a statement that a principal or senior executive of the CMR is ready, willing and able to attend a walk through inspection with the Architect and/or Engineer, Owner, Owner's Representative, and Agency Representative.

**30.1.2** Upon receipt of the request, the Architect or Engineer, Owner, and Owner's Representative, and Agency Representative will make an inspection to determine if the Work or designated portion thereof is Substantially Complete, except for Functional Testing and controls training. A principal or senior executive of the CMR shall accompany the Architect or Engineer during each inspection/re-inspection. If the inspection discloses any item, whether or not included on the inspection list, which is not in accordance with the requirements of the Contract Documents, the CMR shall, before issuance of the Certificate of Substantial Completion, complete or correct such item.

**30.1.3** The CMR shall then submit a request for another inspection. The determination of Substantial Completion is solely within the discretion of the Owner. Any costs for re-inspection beyond one, shall be at the expense of the CMR and such costs will be recovered by issuance of a credit Change Order. When the Work or designated portion thereof is determined to be Substantially Complete, except for Functional Testing and controls training, the CMR will be provided a Certificate of Substantial Completion from the Owner. The Certificate of Substantial Completion shall establish the date when the responsibilities of the CMR for security, maintenance, heat, utilities, damage to the Work, and insurance, are transferred to the Owner and shall fix the time within which the CMR shall finish all items on the inspection list accompanying the Certificate. If the punch list is not complete in **ninety (90) Days**, the Owner reserves the right to complete the outstanding punch list items with their own forces or by awarding separate contracts and to deduct the cost thereof from the amounts remaining due to the CMR.

**30.1.4** The Certificate of Substantial Completion shall be signed by the Owner's Representative, Owner, and Architect or Engineer. Upon Substantial Completion of the Work or designated portion thereof, except for Functional Testing and controls training, and upon application by the CMR and certification by the Owner's Representative and Architect or Engineer, the Owner shall make payment reflecting adjustment in Retainage, if any, for such Work or portion thereof as provided in the Contract Documents.

**30.2 Functional Completion:** Prerequisites To Functional Completion:

**30.2.1** All TAB work and the commissioning requirements, Section 01 91 00 "Commissioning – CMR" of Division 01 "General Requirements" must be complete prior to Functional Completion, unless approved in writing by the CT DCS Project Manager. This includes for all systems, but is not limited to:

**1.** Completed and signed start-up and Pre-Commissioning checklist documentation;
**2.** Requested trending report data;
**3.** Submission of final approved TAB report;
**4.** Completion of all Functional Testing;

**5.** Required training of Agency personnel completed and approved;
**6.** Submission of the approved O&M manuals;
**7.** All identified deficiencies have been corrected or are approved by the Owner to be excepted from this milestone;
**8.** Exceptions to the Prerequisites to Functional Completion are the planned control system training performed after occupancy and any required Seasonal or Approved Deferred Functional Performance Testing.

**30.3 Acceptance of the Work:**

**30.2.1** Upon completion of the Work, including Functional Completion the CMR shall forward to the Owner's Representative a written notice that the Work is ready for inspection and Acceptance of the Work.

**30.2.2** When the Work has been completed in accordance with terms and conditions of the Contract Documents as determined by the Owner a Certificate of Acceptance shall be issued by the Owner.

## ARTICLE 31
## FINAL PAYMENT

**31.1** The Owner reserves the right to retain for a period of **thirty (30) Days** after filing of the Certificate of Acceptance and Certificate of Functional Completion the amount therein stated less all prior payments and advances whatsoever to or for the account of the CMR.

**31.2** All prior estimates and payments, including those relating to extra or additional Work, shall be subject to correction by the Final Payment.

**31.3** No Application for Payment, Final or Partial, shall act as a release to the CMR or the CMR's sureties from any obligations under this Contract.

**31.4** The Architect or Engineer and Owner's Representative will promptly issue the Certificate for Payment, stating that to the best of their knowledge, information and belief, and on the basis of their observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the CMR and noted in said Final Payment is due and payable.

**31.5** Final Payment shall not be released until all of the following have been issued:

**31.5.1** Certificate(s) of Occupancy;
**31.5.2** Certificate(s) of Compliance;
**31.5.3** Certificate of Acceptance;
**31.5.4** Certificate of Function Completion (including all required Deferred and Seasonal Commissioning Testing & Functional Completion);
**31.5.5** LEED Certification.

**31.6** Neither Final Payment nor any Retainage shall become due until the CMR submits to the Owner the following:

**31.6.1** An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

**31.6.2** A certificate evidencing that insurance required by the Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire without at least **thirty (30) Days** prior written notice to the Owner.

**31.6.3** A written statement that the CMR knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents.

**31.6.4** Written consent of surety, if any, to Final Payment.

**31.6.5** If required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the CMR may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the CMR shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

## ARTICLE 32
## OWNER'S RIGHT TO WITHHOLD PAYMENTS

**32.1** The Commissioner may withhold a portion of any Payment due the CMR that may, in the judgment of the Commissioner, be necessary:

**32.1.1** To assure the payment of just claims then due and unpaid to any persons supplying labor or materials for the Work.

**32.1.2** To protect Owner from loss due to defective, unacceptable or non-conforming Work not remedied by the CMR.

**32.1.3** To protect the Owner from loss due to injury to persons or damage to the Work or property of other Contractors, Subcontractors, or others caused by the act or neglect of the CMR or any of its Subcontractors.

**32.1.4** To assure that CMR performs the required Seasonal and/or Approved Deferred Functional Performance Testing Certifying Functional Completion of those systems.

**32.2** The Owner shall have the right to apply any amount withheld under this Article as the Owner may deem proper to satisfy protection from claims. The amount withheld shall be considered a payment to the CMR.

**32.3** The Owner has the right to withhold payment if the CMR fails to provide timely and accurate submissions and submission updates of all required submittals, and reports, including but not limited to the following:

**32.3.1** As-Built Drawings;
**32.3.2** Request For Information (RFI) Logs;
**32.3.3** CPM Schedules;
**32.3.4** Submittal Logs;
**32.3.5** Change Order Log;
**32.3.6** Certified Payrolls;
**32.3.7** Construction Waste Management Calculations and/or Reports and/or Plans;
**32.3.8** Lien Waivers;
**32.3.9** Daily Reports; and
**32.3.10** All other requirements of the Contract Documents.

**32.4** If a Subcontractor refuses to furnish a release or waiver required by the Owner, the CMR may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the CMR shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

## ARTICLE 33
## OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

**33.1** The Commissioner shall have the authority to suspend the Work wholly or in part, for such period or periods as the Commissioner considers being in the best interests of the State, or in the interests of public necessity, convenience or safety. During such periods the CMR shall store all materials and equipment, in such a manner to prevent the materials and equipment from being damaged in any way, and the CMR shall take precautions to protect the Work from damage.

**33.1.1** If the Commissioner, in writing, orders the performance of all or any portion of the Work to be suspended or delayed for an unreasonable period of time (i.e. not originally anticipated, customary, or inherent in the construction industry) and the CMR believes that additional compensation and/or Contract Time is due as a result of such suspension or delay, the CMR shall submit to the Commissioner in writing a request for a Contract adjustment within seven (7) Days of receipt of the notice to resume Work. The request shall set forth the specific reasons and support for said adjustment.

**33.1.2** The Commissioner shall evaluate any such requests received. If the Commissioner agrees that the cost and/or time required for the performance of the Contract has increased as a result of such suspension and that the suspension was caused by conditions beyond the control of and not the fault of the CMR, its suppliers, or Subcontractors, and was not caused by weather, then the Commissioner will make a reasonable adjustment, excluding profit, of the Contract terms. The Commissioner will notify the CMR of the determination as to what adjustments of the Contract, if any, that the Commissioner deems warranted.

**33.1.3** No Contract adjustment will be made unless the CMR has submitted the request for adjustment within the time prescribed.

**33.1.4** No Contract adjustment will be made under this Article to the extent that performance would have been suspended or delayed by any other cause within the CMR's control or by any factor for which the CMR is responsible under the Contract; or that such an adjustment is provided for or excluded under other term or condition of this Contract.

**33.2** Notwithstanding any provision or language in the Contract to the contrary, the State may terminate the Contract whenever the Commissioner determines at his sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the CMR of a written Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination shall be effective.

**33.2.1** In the event of such termination, the CMR shall be entitled to reasonable compensation as determined by the Commissioner, however, no claim for lost Overhead or Profits shall be allowed.

**33.2.2** All Work and materials obtained by the CMR for the Work, that have been incorporated into the Work, inspected, tested as required, accepted by the Commissioner, and paid for by the State, shall become the property of the State.

**33.2.3** Materials obtained by the CMR for the Work that have been inspected, tested as required, and accepted by the Commissioner, and that are not incorporated into the Work, shall, at the option of the Commissioner, be purchased from the CMR at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the Commissioner, as shown by actual cost records.

**33.2.4** Termination of the Contract shall not relieve the CMR or its Surety of their responsibilities for the completed Work, nor shall it relieve the CMR's Surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

## ARTICLE 34
## SUBLETTING OR ASSIGNING OF CONTRACT

**34.1** The Contract or any portion thereof, or the Work provided for therein, or the right, title, or interest of the CMR therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, firm, or corporation without the written consent of the Commissioner.

**34.2** No person, firm, or corporation other than the CMR to whom the Contract was awarded shall be permitted to commence Work at the site of the Contract until such consent has been granted.

## ARTICLE 35
## CONTRACTOR'S INSURANCE

**35.1** The CMR shall not start Work under the Contract until they have obtained insurance as stated in the Contract Documents and until the insurance has been approved by the Owner. The CMR shall not allow any Subcontractor to start Work until the CMR's insurance provides coverage on behalf of the Subcontractor or the Subcontractor obtains insurance with sufficient coverage that is approved by the Owner. The CMR shall send Certificates of Liability Insurance to the Legal Services Unit, Department of Construction Services, 165 Capitol Avenue, Room 443, Hartford, CT 06106 unless otherwise directed in writing. For insurance definitions see Article 1 herein. Presented below is a narrative summary of the insurance required.

**35.1.1 Commercial General Liability Insurance**: Insurance including contractual liability, products/completed operations, broad form property damage and independent Contractors. The limits shall be no less than **$1,000,000** each occurrence and **$2,000,000** annual aggregate. Coverage for hazards of explosion, collapse and underground (X-C-U) and for asbestos abatement when applicable to this Contract, must also be included when applicable to the Work to be performed. The State of Connecticut, the Department of Construction Services, and their respective officers, agents, and employees shall be listed as an Additional Insured. This coverage shall be provided on a primary basis.

**35.1.2 Owner's and Contractor's Protective Liability Insurance:** Insurance providing a total limit of **$1,000,000** for all damages arising out of bodily injury or death of persons in any one accident or occurrence and for all damages arising out of injury or destruction of property in any one accident or occurrence and subject to a total (aggregate) limit of **$2,000,000** for all damages arising out of bodily injury to or death of persons in all accidents or occurrences and out of injury to or destruction of property during the policy period. This coverage shall be for and in the name of the State of Connecticut.

**35.1.3 Automobile Liability:** The operation of all motor vehicles including those owned, non-owned and hired or used in connection with the Contract shall be covered by Automobile Liability insurance providing for a total limit of **$1,000,000** for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least **$2,000,000**. This coverage shall be provided on a primary basis. Should the Contractor not own any automobiles, the automobile & liability requirement shall be amended to allow the Contractor to maintain only hired and non-owned liability coverage.

**35.1.4 Umbrella Liability Insurance:** Umbrella Liability Insurance, including a drop down provision covering any exhausted underlying aggregate limits in the specified amount shown below of combined single limit each occurrence in excess of the coverages described in subsections 35.1.1 Commercial General Liability, 35.1.3 Automobile Liability, and 35.1.5 Workers' Compensation and Employer's Liability. The State of Connecticut shall be named as an additional insured. The Umbrella Liability Insurance Limits for the CMR are based on the Contract Value as specified in the following table.

**Umbrella Liability Insurance Table:**

| Contract Value | | | Umbrella Limit |
|---|---|---|---|
| $1.00 | | $500,000.00 | $1,000,000.00 |
| $500,000.01 | | $1,000,000.00 | $2,000,000.00 |
| $1,000,000.01 | to | $10,000,000 | $5,000,000.00 |
| $10,000,000.01 | to | $30,000,000 | $10,000,000.00 |
| $30,000,000.01 | to | $80,000,000 | $15,000,000.00 |
| $80,000,000.01 | to | $150,000,000 | $20,000,000.00 |
| $150,000,000.01 | to | $300,000,000 | $25,000,000.00 |

**35.1.5 Workers' Compensation and Employer's Liability**: As required by Connecticut Law and Employers' Liability with a limit of not less than **$100,000** per occurrence, **$500,000** disease policy limit and **$100,000** disease each employee. When Work is on or contiguous to navigable bodies of waterways and ways adjoining, the Contractor shall include the Federal Act endorsement for the U.S. Longshoremen's and Harbor Workers Act.

**35.1.6 Special Hazards Insurance**: If required, will be stated in the Contract Documents. This includes coverage for explosion, collapse or underground damage ((X-C-U) and for asbestos abatement when applicable to this Contract and shall be no less than **$1,000,000** each occurrence.

**35.1.7 Builder's Risk Insurance**: Is required and will include coverage in accordance with the limits set forth in the Contract Documents.

**35.1.8 Inland Marine/Transit Insurance:** With respect to property with values in excess of **$100,000** which is rigged, hauled or situated at the site pending installation, the Contractor shall maintain inland marine/transit insurance provided the coverage is not afforded by a Builder's Risk policy.

**35.1.9** When required to be maintained, the Builder's Risk and/or Inland Marine/Transit Insurance policy shall endorse the State of Connecticut as a Loss Payee and the policy shall state it is for the benefit of and payable to the State of Connecticut.

**35.2 Satisfying Limits Under an Umbrella Liability Insurance Policy:** If necessary, the CMR may satisfy the minimum limits required above for 35.1.1 Commercial General Liability, 35.1.3 Automobile Liability, and 35.1.5 Workers' Compensation and Employer's Liability coverage under an Umbrella Liability Insurance policy. The underlying limits may be set at the minimum amounts required by the Umbrella Liability Insurance policy provided the combined limits meet at least the minimum limit for each required policy. The Umbrella Liability Insurance policy shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The State of Connecticut shall be specifically endorsed as an Additional Insured on the Umbrella Liability Insurance policy, unless the Umbrella ~~or~~ Liability Insurance policy provides continuous coverage to the underlying policies on a complete "Follow-Form" basis.

**35.3** The CMR shall, at its sole expense, maintain in full force and effect at all times during the life of the Contract or the performance of Work hereunder, insurance coverage as described herein. Certificates shall include a minimum thirty (30) Day endeavor to notify requirement to the Owner prior to any cancellation or non-renewal.

**35.4** The CMR shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention, including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

**35.5** The requirement contained herein as to types and limits of insurance coverage to be maintained by the CMR are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the CMR.

**35.6 Hold Harmless Provisions:** The CMR shall at all times indemnify and save harmless the State of Connecticut, the Department of Construction Services, and their respective officers, agents, and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents, and employees of said State or Department, or of the CMR, his Subcontractor, or materialmen and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Department) caused in whole or in part by the acts, omissions, or neglect of the CMR including, but not limited to, any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the CMR, any Subcontractor, materialman, or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual Commencement Of The Work whichever occurs first until its completion as certified by the Department of Construction Services.

## ARTICLE 36
## FOREIGN MATERIALS

**36.1 North American Free Trade Agreement (NAFTA):** Preference shall be given to articles or materials manufactured or produced in the United States, Canada, and Mexico, (the members of the North American Free Trade Agreement (NAFTA); and the products shall meet all of the referenced standards and Specifications for conditions of performance, quality, and price with duty being equal.

**36.2** Only articles or materials manufactured or produced in the United States, Canada, and Mexico, (the members of the North American Free Trade Agreement (NAFTA)), will be allowed. The foregoing provisions shall not apply to foreign articles or materials required by the Contract Documents.

**36.3 Buy American Act (BAA):** Any "public building" or "public work," project funded by the American Recovery and Reinvestment Act of 2009 ("ARRA") require that "all of the iron, steel, and manufactured goods used in the project" must be "produced in the United States' in accordance with the requirements of the Buy American Act (BAA).

## ARTICLE 37
## HOURS OF WORK

**37.1** No person shall be employed to work or be permitted to work more than eight (8) hours in any Day or more than forty (40) hours in any week for any Work provided in the Contract, in accordance with Connecticut General Statute Section 31-57.

**37.2** The operation of such limitation of hours of work may be suspended during an emergency, upon the approval of the Commissioner, in accordance with Connecticut General Statute Section 31-57.

## ARTICLE 38
## CLAIMS

**38.1 General:** When filing a formal claim under Section 4-61 (referred to as "Section 4-61" below) of the Connecticut General Statutes (as revised), either as a lawsuit in the Superior Court or as a demand for arbitration, the CMR must follow the procedures and comply with the requirements set forth in this Article. This Section does not, unless so specified, govern informal claims for additional compensation which the CMR may bring before the Department. The CMR should understand, however, that the Department may need, before the Department can resolve such a claim, the same kinds of documentation and other substantiation that it requires under this Article. It is the intent of the Department to compensate the CMR for actual increased costs caused by or arising from acts or omissions on the part of the Department that violate legal or contractual duties owed to the CMR by the Department.

**38.2 Notice of Claim**: Whenever the CMR intends to file a formal claim against the Department under Section 4-61, seeking compensation for additional costs, the CMR shall notify the Commissioner in writing (in strict compliance with Section 4-61) of the details of said claim. Such written notice shall contain all pertinent information described in Paragraph 38.5 below.

**38.2.1** Once formal notice of a claim under Connecticut General Statutes Section 4-61(b) (as revised) has been given to the Commissioner, the claimant may not change the claim in any way, in either concept or monetary amount,

**.1** without filing a new notice of claim and demand for arbitration to reflect any such change; and

**.2** without the minimum period of six (6) months after filing of the new demand commencing again and running before any hearing on the merits of the claim may be held. The only exception to this limitation will be for damages that continue to accrue after submission of the notice, in ways described and anticipated in the notice.

**38.3 Record Keeping:** The CMR shall keep daily records of all costs incurred in connection with its Work on behalf of the Department. The daily records shall identify each aspect of the Project affected by matters related to any claim for additional compensation that the CMR has filed, intends to file, or has reason to believe that it may file against the Department; the specific Project locations where Project work has been so affected; the number of people working on the affected aspects of the Project at the pertinent time(s); and the types and number of pieces of equipment on the Project site at the pertinent time(s). Any potential or anticipated effect on the Project's progress or Schedule which may result in a claim by the CMR shall be noted contemporaneously with the cause of the effect, or as soon thereafter as possible.

**38.4 Claim Compensation:** The payment of any claim, or any portion thereof, that is deemed valid by the Department shall be made in accordance with the following provisions of this Article:

**38.4.1 Compensable Items:** The liability of the Department for claims will be limited to the following specifically identified items of cost, insofar as they have not otherwise been paid for by the Department, and insofar as they were caused solely by the actions or omissions of the Department or its agents (except that with regard to payment for extra work, the Department will pay to the CMR the Overhead and profit percentages provided for in Article 13, Compensation for Changes in the Work):

**.1** Additional Project-site labor expenses.

**.2** Additional costs for materials.

**.3** Additional, unabsorbed Project-site Overhead (e.g., for mobilization and demobilization).

**.4** Additional costs for active equipment.

**.5** For each Day of Project delay or suspension caused solely by actions or omissions of the Department either:

**.1** an additional **ten percent (10%)** of the total amount of the costs identified in Subparagraphs 38.4.1.1 through 38.4.1.4 above; except that if the delay or suspension period prevented the CMR from incurring enough Project costs under Subparagraphs 38.4.1.1 through 38.4.1.4 during that period to require a payment by the Department that would be greater than the payment described in Subparagraph 38.4.1.5.2 below, then the payment for affected home office Overhead and profit shall instead be made in the following per diem amount :

**.2** **six percent (6%)** of the original total Contract amount divided by the original number of Days of Contract Time. Payment under either 38.4.1.5.1 or 38.4.1.5.2 hereof shall be deemed to be complete and mutually satisfactory compensation for any unabsorbed home office overhead and any profit related to the period of delay or suspension.

**.6** Additional equipment costs. Only actual equipment costs shall be used in the calculation of any compensation to be made in response to claims for additional Project compensation. Actual equipment costs shall be based upon records kept in the normal course of business and in accordance with generally- accepted accounting principles. Under no circumstances shall Blue Book or other guide or rental rates be used for this purpose (unless the CMR had to rent the equipment from an unrelated party, in which case the actual rental charges paid by the CMR, so long as they are reasonable, shall be used). Idle equipment, for instance, shall be paid for based only on its actual cost to the CMR.

**.7** Subcontractor costs limited to, and determined in accordance with, Subparagraphs 38.4.1.1 through 38.4.1.5 above and applicable statutory and case law. Such Subcontractor costs may be paid for by the Department only: (a) in the context of an informal claims settlement; or (b) if the CMR has itself paid or legally assumed, present unconditional liability for those Subcontractor costs.

**38.4.2 Excusable But Not Compensable Items:** The CMR may be allowed Days but the Department will have no liability for the following non-compensable items:

**.1** Abnormal or unusually severe weather;
**.2** Acts of God;
**.3** Force Majeure;
**.4** Concurrent Delay.

**38.4.3 Non-Compensable Items:** The Department will have no liability for the following specifically-identified non-compensable items:

**.1** Profit, in excess of that provided for herein.
**.2** Loss of anticipated profit.
**.3** Loss of bidding opportunities.
**.4** Reduction of bidding capacity.
**.5** Home office overhead in excess of that provided for in Subparagraph 38.4.1.5 hereof.
**.6** Attorneys fees, claims preparation expenses, or other costs of claims proceedings or resolution.
**.7** Subcontractor failure to perform.
**.8** Any other consequential or indirect expenses or costs, such as tort damages, or any other form of expense or damages not provided for in these specifications or elsewhere in the Contract.

**38.5 Required Claim Documentation:** All claims shall be submitted in writing to the Commissioner, and shall be sufficient in detail to enable the Department to ascertain the basis and the amount of each claim, and to investigate and evaluate each claim in detail. As a minimum, the CMR must provide the following information for each and every claim and sub-claim asserted:

**38.5.1** A detailed factual statement of the claim, with all dates, locations and items of Work pertinent to the claim.
**38.5.2** A statement of whether each requested additional amount of compensation or extension of time is based on provisions of the Contract or on an alleged breach of the Contract. Each supporting or breached Contract provision and a statement of the reasons why each such provision supports the claim must be specifically identified or explained.
**38.5.3** Excerpts from manuals or other texts which are standard in the industry, if available, that support the CMR's claim.
**38.5.4** The details of the circumstances that gave rise to the claim.
**38.5.5** The date(s) on which any and all events resulting in the claim occurred, and the date(s) on which conditions resulting in the claim first became evident to the CMR.
**38.5.6** Specific identification of any pertinent document, and detailed description of the substance of any material oral communication, relating to the substance of such claim.
**38.5.7** If an extension of time is sought, the specific dates and number of Days for which it is sought, and the basis or bases for the extension sought. A critical path method, bar chart, or other type of graphical schedule that supports the extension must be submitted.
**38.5.8** When submitting any claim over **$50,000**, the CMR shall certify in writing, under oath and in accordance with the formalities required by the contract, as to the following:

**.1** That supporting data is accurate and complete to the CMR's best knowledge and belief;

**.2** That the amount of the dispute and the dispute itself accurately reflects what the CMR in good faith believes to be the Department's liability;

**.3** The certification shall be executed by:

**.1** If the CMR is an individual, the certification shall be executed by that individual.

**.2** If the CMR is not an individual, the certification shall be executed by a senior company official in charge at the CMR's plant or location involved or an officer or general partner of the CMR having overall responsibility for the conduct of the CMR's affairs.

**38.6 Auditing of Claims:** All claims filed against the Department shall be subject to audit by the Department or its agents at any time following the filing of such claim. The CMR and its Subcontractors and suppliers shall cooperate fully with the Department's auditors. Failure of the CMR, its Subcontractors, or its suppliers to maintain and retain sufficient records to allow the Department or its agents to fully evaluate the claim shall constitute a waiver of any portion of such claim that cannot be verified by specific, adequate, contemporaneous records, and shall bar recovery on any claim or any portion of a claim for which such verification is not produced. Without limiting the foregoing requirements, and as a minimum, the CMR shall make available to the Department and its agents the following documents in connection with any claim that the CMR submits:

**38.6.1** Daily time sheets and foreman's daily reports.

**38.6.2** Union agreements, if any.

**38.6.3** Insurance, welfare, and benefits records.

**38.6.4** Payroll register.

**38.6.5** Earnings records.

**38.6.6** Payroll tax returns.

**38.6.7** Records of property tax payments.

**38.6.8** Material invoices, purchase orders, and all material and supply acquisition contracts.

**38.6.9** Materials cost distribution worksheets.

**38.6.10** Equipment records (list of company equipment, rates, etc.).

**38.6.11** Vendor rental agreements.

**38.6.12** Subcontractor invoices to the CMR, and the CMR's certificates of payments to Subcontractors.

**38.6.13** Subcontractor payment certificates.

**38.6.14** Canceled checks (payroll and vendors).

**38.6.15** Job cost reports.

**38.6.16** Job payroll ledger.

**38.6.17** General ledger, general journal (if used), and all subsidiary ledgers and journals, together with all supporting documentation pertinent to entries made in these ledgers and journals.

**38.6.18** Cash disbursements journals.

**38.6.19** Financial statements for all years reflecting the operations on the Project.

**38.6.20** Income tax returns for all years reflecting the operations on the Project.

**38.6.21** Depreciation records on all company equipment, whether such records are maintained by the company involved, its accountant, or others.

**38.6.22** If a source other than depreciation records is used to develop costs for the CMR's internal purposes in establishing the actual cost of owning and operating equipment, all such other source documents.

**38.6.23** All documents which reflect the CMR's actual profit and overhead during the years that the Project was being performed, and for each of the five years prior to the commencement of the Project.

**38.6.24** All documents related to the preparation of the CMR's Subcontractor Bids and GMP, including the final calculations on which their GMP was based as stated in all of their Subcontractor Bid Proposal Forms.

**38.6.25** All documents which relate to the claim or to any sub-claim, together with all documents that support the amount of damages as to each claim or sub-claim.

**38.6.26** Worksheets used to prepare the claim, which indicate the cost components of each item of the claim, including but not limited to the pertinent costs of labor, benefits and insurance, materials, equipment, and Subcontractors' damages, as well as all documents which establish the relevant time periods, individuals involved, and the Project hours and the rates for the individuals.

**38.6.27** The name, function, and pertinent activity of each CMR's or Subcontractor's official, or employee, involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

**38.6.28** The amount(s) of additional compensation sought and a break-down of the amount(s) into the categories specified as payable under Paragraph 38.4 above.

**38.6.29** The name, function, and pertinent activity of each Department official, employee, or agent involved in or knowledgeable about events that give rise to, or facts that relate to, the claim.

## ARTICLE 39
## DIESEL VEHICLE EMISSIONS CONTROL

**39.1** The CMR shall be responsible for compliance with the following provisions:

**39.1.1** All CMR and Subcontractor diesel powered non-road construction equipment with engine horsepower (HP) ratings of 60 HP and above, that are on the Project or are assigned to the Contract for a period in excess of 30 consecutive Days, shall be retrofitted with emission control devices in order to

reduce diesel emissions. In addition, all motor vehicles and/or construction equipment (both on-highway and non-road) shall comply with all pertinent State and Federal regulations relative to exhaust emission controls and safety.

**39.1.2** Retrofit emission control devices shall consist of oxidation catalysts, or similar retrofit equipment control technology that is:

**.1** Included on the U.S. Environmental Protection Agency (EPA) "Verified Technology List," as may be amended from time to time **http://www.epa.gov/otaq/retrofit/retroverifiedlist.htm** and

**.2** Verified by EPA to provide a minimum emissions reduction of 20% particulate matter (PM10), 40% carbon monoxide (CO), and 50% hydrocarbons (HC).

**39.1.3** Construction shall not proceed until all diesel powered non- road construction equipment meeting the criteria in provision 39.1.1 have been retrofitted, unless the Commissioner grants a waiver under provision 39.2.

**39.1.4** The CMR shall at least monthly, assess which diesel powered non-road construction equipment are subject to these provisions. The CMR shall notify the CT DCS Project Manager of any violations of these provisions.

**39.1.5** Idling of delivery and/or dump trucks, or other diesel powered equipment shall be limited to three (3) minutes during non-active use in accordance with the Regulations of Connecticut State Agencies Section 22a-74-18(b)(3)(C), which states, in part:

"[*N]o person shall cause or allow a Mobile Source to operate for more than three (3) consecutive minutes when such Mobile Source is not in motion, except as follows:*

*When a Mobile Source is forced to remain motionless because of traffic conditions or mechanical difficulties over which the operator has no control,*

*When it is necessary to operate defrosting, heating or cooling equipment to ensure the safety or health of the driver or passengers;*

*When it is necessary to operate auxiliary equipment that is located in or on the Mobile Source to accomplish the intended use of the Mobile Source (To bring the Mobile Source to the manufacturer's recommended);*

*When a Mobile Source is in queue to be inspected by U.S. military personnel prior to gaining access to a U.S. military installation."*

**39.1.6** All Work shall be conducted to ensure that no harmful effects are caused to adjacent Sensitive Receptor Sites. Diesel powered engines shall be located away from fresh air intakes, air conditioners, and windows.

**39.1.7** If any diesel powered non-road construction equipment is found to be in non-compliance with these provisions by the CT DCS Project Manager, the CMR will be issued a Non-Conformance Notice and given a twenty-four (24) hour period in which to bring the equipment into compliance or remove it from the Project. The CMR's failure to comply with these provisions shall be reason to withhold payment as described in Article 33 Owner's Right To Stop work or Terminate Contract.

**39.1.8** Any costs associated with these provisions shall be included in the general cost of the contract. In addition, there shall be no time granted to the CMR for compliance with these provisions. The CMR's compliance with these provisions and any associated regulations shall not be grounds for a Change Order.

**39.2** The Commissioner reserves the right to waive all or portions of these provisions at his/her discretion. The CMR may request a waiver to all or portions of these provisions with written justification to the Commissioner as to why the CMR cannot comply with these provisions. A waiver, to be effective, must be granted in writing by the Commissioner.

**END**
**Section 00 72 23**

# Appendix 1

Connecticut

Department of
Construction Services

## 7050
## Construction Manager at Risk (CMR)
## Retainage Reduction Request

(SAMPLE)

Page 1 of 1

**To:** Allen V. Herring, P.E., CT DCS Chief Engineer
Room 265, 165 Capitol Avenue, Hartford, CT 06106

**From:** (**Insert CMR's Name** ), Construction Manager at Risk (CMR)

**Subject:** Project No. (  ) Reduction of Retainage at (  )% project completion

In accordance with the General Conditions, Article 28 Progress Payments, (**insert CMR's name**) hereby requests a reduction of retainage to an amount of **insert written percent** Percent **insert numerical percent**%. The following list of items required under the General Conditions is in compliance with the terms of the contract and has been verified by the CMR.

- ☐ DAS Contractor Performance Evaluation Score is a minimum of **Sixty (60%) Percent.**
- ☐ Timely submission of an appropriate and complete CPM Schedule and Schedule of Values, in compliance with the Contract requirements and the prompt resolution of the Owner's and/or A/E's comments on the submitted material resulting in an appropriate basis for progress of the Work.
- ☐ Timely and proper submission of all Contract Document required submissions: including but not limited to Shop Drawings, material certificates and material samples and the prompt resolution of the Owner's and/or Architect's or Engineer's comments on the submitted material resulting in an appropriate progress of the Work.
- ☐ Proper and adequate supervision and home office support of the Project.
- ☐ The Work completed to date has been installed or finished in a manner acceptable to the Owner.
- ☐ The progress of the Work is consistent with the approved CPM Schedule.
- ☐ All approved credit Change Orders have been invoiced.
- ☐ All Change Order requests for pricing are current.
- ☐ The CMR has and is maintaining a clean worksite in accordance with the Contract Documents.
- ☐ All Subcontractor payments are current at the time of reduction request.
- ☐ CMR is compliant with set-aside provisions of the contract.

**CMR Certification:**

| | (Written Name) | (Signature) | (Date) |
|---|---|---|---|
| **Project Manager Recommendation:** | (Written Name) | (Signature) | (Date) |

**Approved:**
**Allen V. Herring, P.E.**
**CT DCS Chief Engineer**

(Signature) (Date)

# Section 00 72 23.1
# Supplementary Conditions Of The
# General Conditions Of The Contract For Construction
# For Construction Manager At Risk (CMR)
**(Section 00 52 23 EXHIBIT C)**

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
**Office of Process Management**
**165 Capitol Avenue**
**Hartford, CT 06106**

# Supplementary Conditions of the Contract for Construction
# For Construction Manager At Risk (CMR)
# Department of Construction Services
# State of Connecticut

**1.0 SUPPLEMENTARY CONDITIONS:**

**1.1** These Supplementary Conditions modify the State of Connecticut, Department of Construction Services, Section 00 72 23 General Conditions of the Contract for Construction for Construction Manager At Risk (CMR) (Rev. 12.02.11), and other provisions of the Contract Documents as indicated below. All provisions which are not so modified remain in full force and effect.

**1.2** The terms used in these Supplementary Conditions which are defined in the Section 00 72 13 General Conditions of the Contract for Construction for Construction Manager At Risk (CMR) (Rev. 12.02.11), have the meanings assigned to them in the General Conditions.

**2.0 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION FOR Construction Manager At Risk CMR:**

**2.1** ADD the following **SUBSECTION 3.6 TO ARTICLE 3, CORRELATION OF CONTRACT DOCUMENTS**:

**3.6** In accordance with Public Act No. 11-51 (Effective July 1, 2011), wherever the term "Commissioner of Public Works" is used in the “Bidding Documents” or “Project Manual” the term "Commissioner of Construction Services" shall be substituted in lieu thereof; and wherever the term "Department of Public Works" is used in “Bidding Documents” or “Project Manual”, the term "Department of Construction Services" shall be substituted in lieu thereof.

**END OF SECTION**

# Section 01 00 00
# General Requirements - CMR
**(See Section 00 31 16 of this CMR RFP for the information required to access this Document from the Architect's FTP Website)**

## For

## Additions and Renovations to Buley Library – Phase 2
## Southern Connecticut State University
## New Haven, CT

## BI – RS – 225B CMR

**Prepared by:**
**CT Department of Construction Services**
**Division of Design & Construction**
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**165 Capitol Avenue**
**Hartford, CT 06106**